



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, May 09, 2023
1:05 PM

ADMINISTRATIVE SERVICES

- 1.** Motion to approve the Charlie Norwood VAMC Revitalization Plan as presented by Freedom's Path Augusta III, LP.
- 2.** Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop (new construction) one (1) single family unit, identified as 1242 Holley Street, within Laney Walker/Bethlehem.
- 3.** Motion to approve HCD's request to loan HOME Funds, in the amount of \$520k, for construction of Watson Pointe partnership with Woda Cooper Development and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only.
- 4.** Motion to approve Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center.
- 5.** Task each department to identify best practices and implement standard operating processes. (Requested by Mayor Pro Tem Brandon Garrett)
- 6.** Motion to approve the minutes of the Administrative Services Committee held on April 25, 2023.



Administrative Services Committee Meeting

Meeting Date: 05/09/2023

Charlie Norwood VAMC Revitalization Plan Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve the Charlie Norwood VAMC Revitalization Plan as presented by Freedom's Path Augusta III, LP.

Background: For over ten years, the US Department of Veterans Affairs has been trying to address several issues through one creative program called the Building Utilization Review and Repurposing (BURR) initiative. Based on an audit of all VA facilities completed in 2011, it was determined that there were approximately 1,400 vacant buildings on VA Medical Center campuses. The VA was spending millions to maintain the buildings to no benefit of anyone. At the same time, it was reported through the Annual Homeless Assessment Report provided to Congress each year that there were almost 100,000 homeless Veterans across the country, not to mention the number of disabled, senior and low-income Veterans who were poorly housed or grossly rent-burdened. This appalling situation was characterized as a national disgrace by politicians and bureaucrats across the political and agency landscape.

The VA decided to make a bold attempt to recruit the private sector in an effort to eliminate functional Veteran homelessness, reduce the number of vacant buildings on its campuses, and enhance the provision of services being offered to its homeless, disabled and low-income Veterans through creative partnerships with developers and non-VA services providers. Using its Congressionally approved ability to lease land on its campuses (Enhanced Use Lease or EUL authority), the VA issued Requests for Proposals across the country for this purpose. The Department of Veterans Affairs has issued and awarded an RFP to redevelop two historic buildings, Buildings 19 and 20, into affordable housing for United States military Veterans on the Charlie Norwood VAMC Uptown Division.

Freedom's Path Augusta III is located at 1 Freedom Way, Augusta, GA 31406, which is on the campus of the Uptown Charlie Norwood VA Medical Center. This project will restore the original historic character of two historic VA structures Buildings 19 and 20, converting 92,000 square feet of space into 76 units of new affordable Veterans housing.

Originally constructed by the Sisters of St. Joseph as a Catholic boarding school, the Lenwood Hospital is a 1914 historic building with three connected wings, referred to as Buildings 18, 19, and 20 within the VAMC healthcare system. The buildings were leased to the Public Health Service (PHS) in 1920, to be upfitted into a hospital to serve servicemen with nervous and psychiatric disorders. The PHS, later the Veterans Administration, chose the building as it would be easily converted for their needs and included 20 acres of land they could expand on.

Lenwood Hospital is one of only a few surviving examples of early VA hospitals. It falls under First-Generation Veterans Hospitals (1866-1930) and is one of few examples of existing buildings being upfitted for this use. Theories around medical care, especially for those with mental traumas from war, were rapidly changing around this time. Open air and a tranquil setting were becoming important aspects of Veterans' care. Lenwood Hospital was also updated with the newest medical treatment rooms. As medical treatments changed, and the Norwood VA Medical Center expanded, the Lenwood Hospital building underwent different renovation campaigns to meet current needs and provide the best care. The VA continued to expand the Norwood VA Medical Center until 1981, when the campus had 55 buildings. An extensive survey was done in 1981 of all the existing buildings on the site. It was determined that most were too damaged to repair, as the cost outweighed the benefit. Medical treatments and VA hospitals had also changed how they operated, and fewer employees were housed on the campus, and open land was not as much of a priority. A large new facility was built, and the existing buildings were either torn down, repurposed if the cost was not too great, or left empty. The Lenwood Hospital has sat empty until 2008, when Building 18 was rehabilitated for Veterans' housing that was a part of Freedom's Path Augusta I and II.

The interior of Building 19 will be rehabilitated into 42 affordable Veteran housing units comprised of 25 studio apartments and 17 one-bedrooms. Building 20 will be rehabilitated into 34 units comprised of 22 studio apartments and 12 one-bedrooms. All units will have a leasing preference being provided to Veterans who are homeless, near homeless, or disabled, who meet the income guidelines of the program.

Veterans with a HUD-VASH Housing Choice Voucher will be given a Ho First preference, meaning that typical underwriting that might preclude the Veteran from being able to access standard rental housing (e.g. job history, criminal record, prior rental history) will be relaxed. The criterion for admission will be predicated on their selection for a Voucher by the administering Augusta Housing Authority.

It has been shown that Veterans living with other Veterans, in proximity to the panoply of VA services that are available to them via immediate access to the VA Medical Center that an on-campus housing option affords to them has a remarkable success rate regarding remaining in permanent housing and moving forward with education, employment and life enrichment activities. This is the model of housing and services, both VA and non-VA provided, that is being emulated here.

Analysis:

Charlie Norwood VAMC Redevelopment Plan is a plan committed to improving the Charlie Norwood VAMC campus and the surrounding community, by increasing the supply of affordable housing for United States military Veterans and improving the quality of life for all current and future Veterans within the City of Augusta and by ensuring that the communities in proximity to the Charlie Norwood VAMC are included and enhanced by that redevelopment.

Financial Impact:

There is no financial commitment on the part of Augusta-Richmond County.

Alternatives:

Deny this approval request.

Recommendation:

Motion to approve the Charlie Norwood VAMC Revitalization Plan as presented by Freedom's Path Augusta III, LP.

Funds are available in the following accounts:

There is no financial commitment on the part of Augusta-Richmond County, however Augusta, GA Commission (c/o city) approval needed for DCA application approval.

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

Augusta Veterans Redevelopment Plan



A Redevelopment Plan for
the benefit of Veterans in
Augusta-Richmond County.

Augusta
G E O R G I A

Prepared by





Acknowledgements

This plan is the result of a collaborative and proactive effort to assist low income and homeless Veterans in Augusta. Residents of Freedom's Path, area residents, and representatives from the following agencies provided input into the plan:

Annie's Legacy
Central Savannah River Area EOA
Charlie Norwood Veterans Medical Center
Cushman and Wakefield
Goodwill
Supportive Services for Veteran Families

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Augusta Commission

Garnett Johnson, Mayor

Jordan Johnson, District 1

Stacy Pulliam, District 2

Catherine Smith Mcknight, District 3

Alvin Mason, District 4

Bobby Williams, District 5

Tony Lewis, District 6

Sean Frantom, District 7

Brandon Garrett, District 8

Francine Scott, District 9

Wayne Guilfoyle, District 10

Introduction

A Community Redevelopment Plan (CRP) is a strategy developed by local governments, organizations, and community members to revitalize and improve a specific area or neighborhood. The plan involves identifying the needs and challenges of the community, setting goals and objectives, and outlining specific actions to achieve them. A CRP typically involves a collaborative effort between local government officials, community stakeholders, and residents. It may also involve the input of businesses, non-profits, and other organizations with a vested interest in the community.

Some common elements of a CRP may include physical improvements to the area such as infrastructure upgrades, housing rehabilitation, and public space enhancements. The plan may also include economic development initiatives, such as attracting new businesses and promoting entrepreneurship. The *Augusta Veterans Community Redevelopment Plan* is a collaboration between the Augusta Housing and Community Development Department, The Charlie Norwood Veterans Administration Campus, Garrison for Veterans, and other community stakeholders.

The provision of quality, affordable rental housing for Veterans is a key objective of the City of Augusta. The Goals and Objectives of this plan are to support the VA's efforts to combat Veteran homelessness. The VA utilizes the "Housing First" approach, which prioritizes getting a Veteran into housing, then provides the Veteran with the wraparound support they need to stay housed — including health care, job training, legal and education assistance, and more¹. This plan supports these goals as follows:

- It increases the production of affordable rental housing for Veterans in the community.
- It supports the VA's development of a housing model geared towards reducing the number of homeless Veterans in the City of Augusta to functionally zero.
- It supports the VA's reuse of underutilized VA property to create safe, affordable, permanent supportive housing for Veteran priority placement housing.
- It supports the VA's development of a housing model geared towards enabling Veterans to achieve self-sufficiency and live independently.
- It supports the VA's plan to provide Veterans within the Redevelopment Area with housing and on-site supportive/resident services.

Additional housing and economic development goals for the City of Augusta are detailed in the City's 2020-2024 Consolidated Plan and the Envision Augusta Comprehensive Plan (2018). Goals

¹ US Department of Veterans Affairs, *VA announces goal to house 38,000+ Veterans experiencing homelessness in 2023*, Press Release March 15, 2023.

<https://www.va.gov/opa/pressrel/pressrelease.cfm?id=5866> accessed 3/24/2023

for the Augusta Veterans Redevelopment Plan combine the goals of these previous plans with a statistical analysis and the vision articulated by stakeholders during the public engagement process. Implementation measures for each goal provide additional detail regarding specific actions for achieving goals with a specific focus on increasing opportunities for Veterans.

Additionally, a specific project that addresses the goals and vision is proposed on the campus of the Charlie Norwood VAMC Uptown Campus. The project restores the original historic character of two historic VA structures buildings 19 and 20, converting 79,000 square foot space into 76 units of new affordable Veterans housing. The Augusta Veterans Redevelopment Plan focuses efforts to serve homeless and disabled Veterans and their families. Permanent supportive housing is a proven method to reduce the number of homeless Veterans. The proposed project increases the supply of permanent-supportive housing to serve homeless Veterans, Veterans who are at risk of homelessness, and their families who may be located within Augusta, Georgia, or are receiving services from the Charlie Norwood VAMC or surrounding network VA medical center facilities.

About the Study Area

The proposed Augusta Veterans Redevelopment Area is situated north of downtown in the uptown area of Augusta. It is located in the northern area of the Highland Park and includes a small part of the southern area of the Summerville neighborhood.



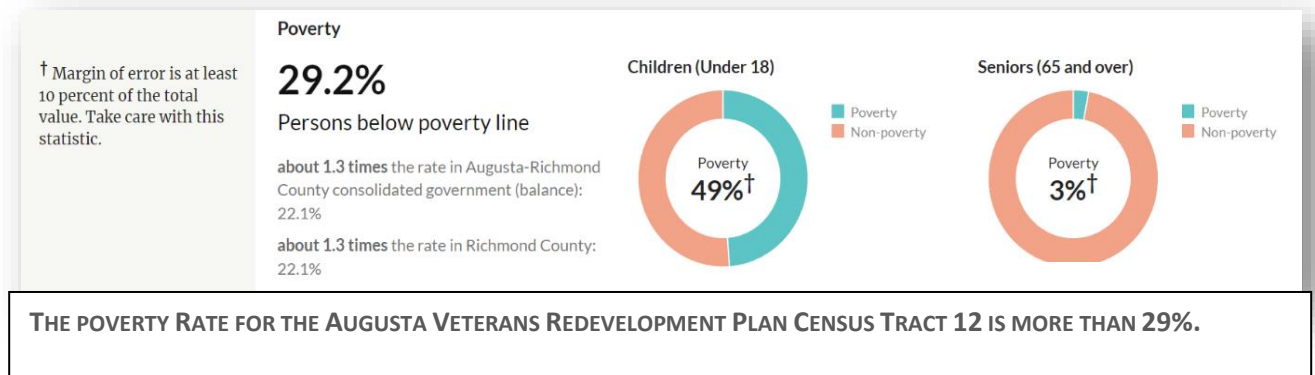
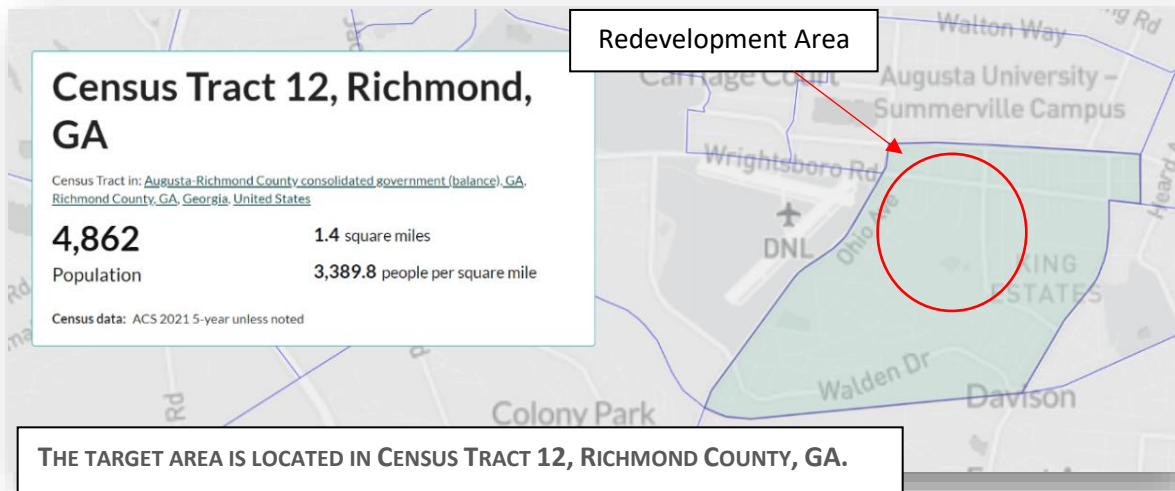
Target Area Tract

The proposed Redevelopment Area includes Census Tract 12, Richmond, GA, a Qualified Census Tract (2023).² A Qualified Census Tract (QCT) is a geographic area designated by the US Department of Housing and Urban Development (HUD) that meets certain criteria related to income levels and poverty rates. QCTs are used to determine eligibility for certain affordable housing programs, such as the Low-Income Housing Tax Credit program.

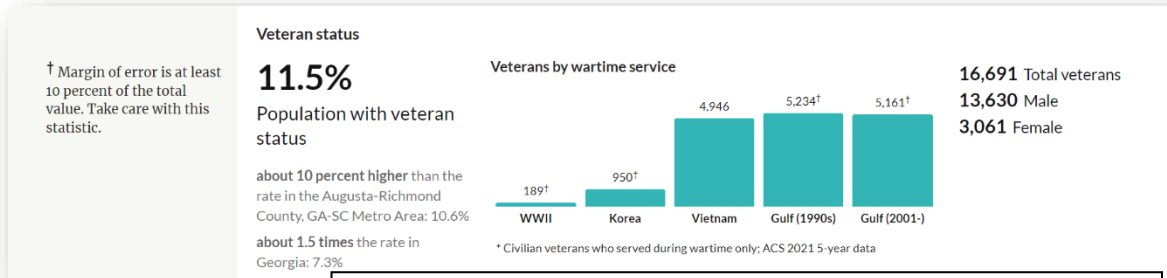
To qualify as a QCT, a census tract must meet one of two criteria: either 50% or more of the households have incomes below 60% of the area median income, or the poverty rate is at least 25%. The poverty rate for Census Tract 12 is 29.2%.³ In addition to the high poverty rate in the Census Tract, there are more veterans in Augusta than in other areas of the state, indicating a need for services and facilities that serve Veterans.

² Source: https://www.huduser.gov/portal/sadda/sadda_qct.html?locate=13245000200, accessed 4/14/2023

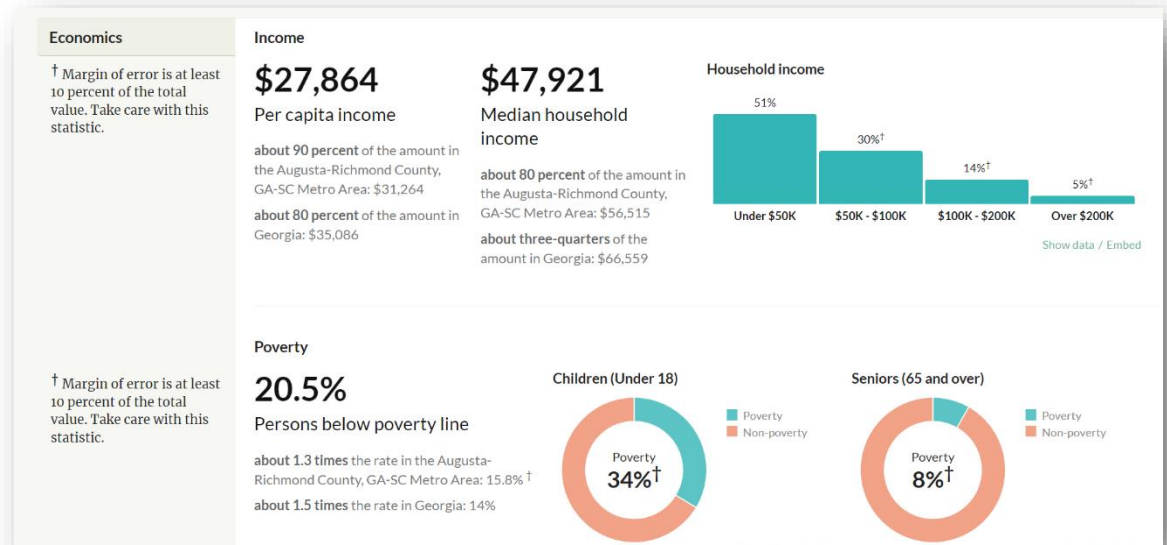
³ U.S. Census Bureau (2021). American Community Survey 1-year estimates. Retrieved from Census Reporter Profile page for Augusta-Richmond County consolidated government (balance), GA <https://censusreporter.org/profiles/14000US13245001200-census-tract-12-richmond-ga/> and U.S. Census Bureau (2021). American Community Survey 5-year estimates. Retrieved from Census Reporter Profile page for Augusta-Richmond County consolidated government (balance), GA <http://censusreporter.org/profiles/16000US1304204-augusta-richmond-county-consolidated-government-balance-ga/>



The graphics below are for Augusta-Richmond County Consolidated Government. Of the 200,000+ people in August-Richmond County, more than 11% are veterans. This is 10 percent more than in the Metropolitan Area and more than one and a half time the percent for the State of Georgia.⁴ Poverty and low income status affects the entire city, not just the census tract. This indicates that services and facilities for low income and homeless Veterans may serve the entire city.



AUGUSTA-RICHMOND COUNTY IS HOME TO PROPORTIONATELY MORE VETERANS THAN THE REST OF THE STATE.

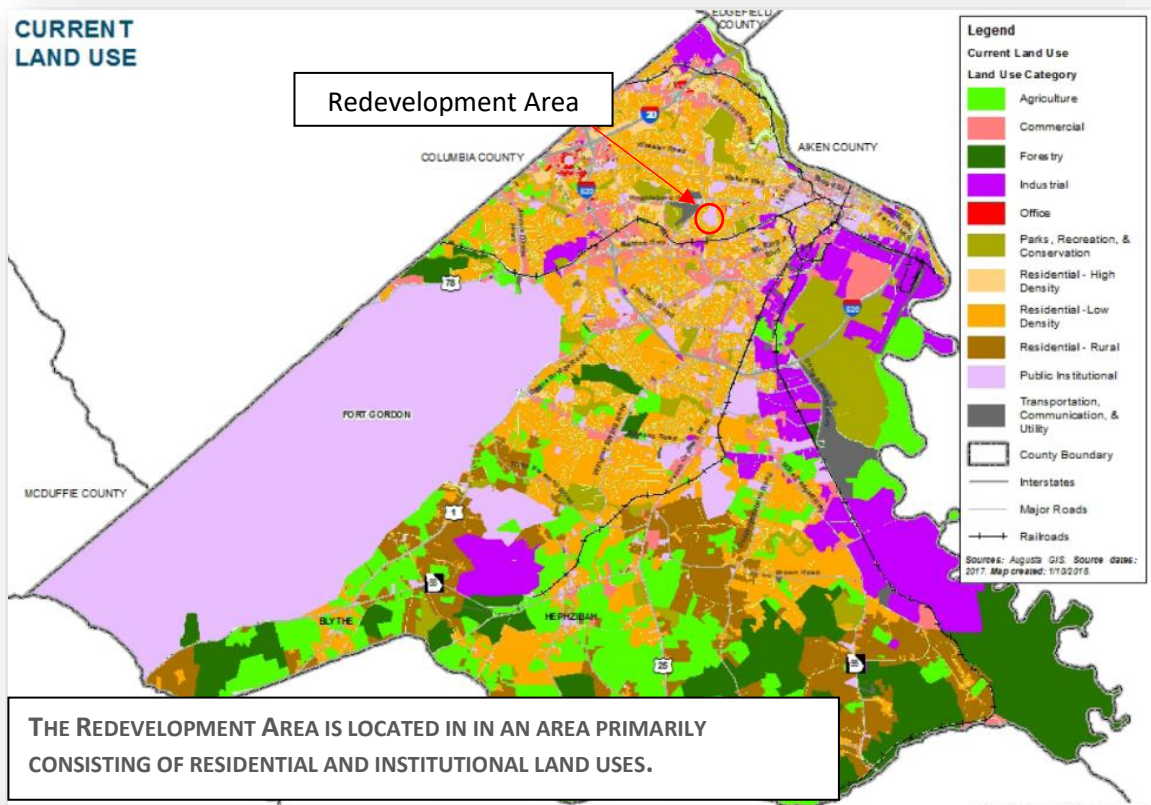


AUGUSTA-RICHMOND COUNTY HAS A HIGHER POVERTY RATE AND LOWER INCOME THAN THE METRO AREA AND REST OF THE STATE

⁴ U.S. Census Bureau (2021). American Community Survey 1-year estimates. Retrieved from Census Reporter Profile page for Augusta-Richmond County consolidated government (balance), GA <http://censusreporter.org/profiles/16000US1304204-augusta-richmond-county-consolidated-government-balance-ga/>

Land Use

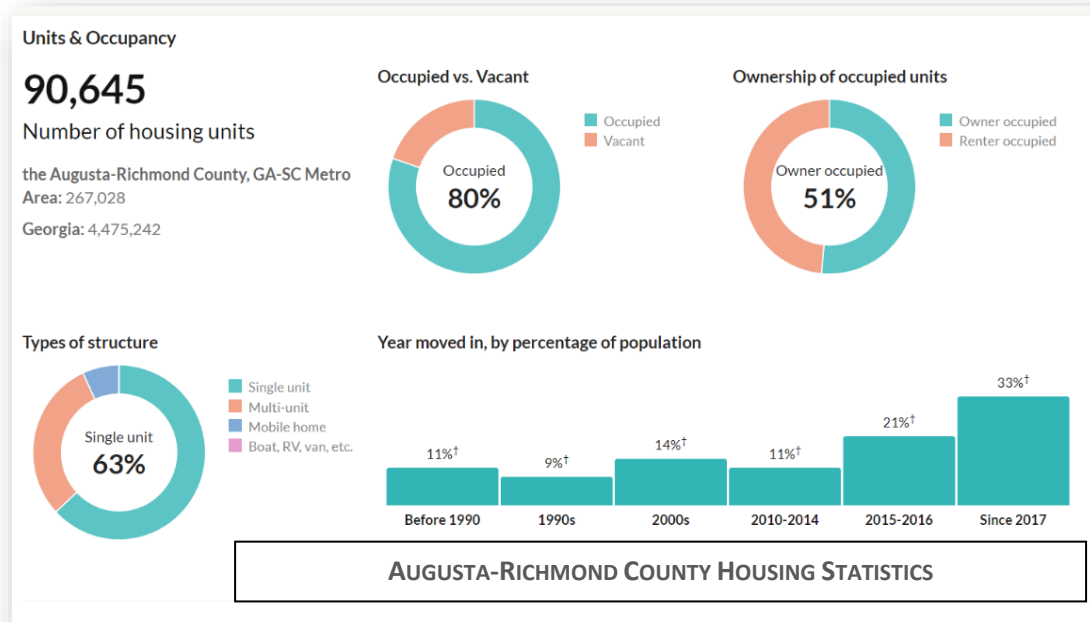
The land use near the Redevelopment Area is primarily public institutional surrounded by residential low density. The Study Area lies within the Old Augusta Character Area⁵ in the Highland Park neighborhood. The area consists predominantly of single- family detached units on lots of similar size, residential uses separated from other uses, a varied street pattern with curvilinear patterns predominating, few, if any, sidewalks, off-street parking with driveways and commercial uses at the edge of the neighborhood.



⁵ Envision Augusta Comprehensive Plan (2018)

Housing

While housing is generally less expensive than in the metropolitan area and the rest of the state, homelessness is still a big problem in Augusta.



[†] Margin of error is at least 10 percent of the total value. Take care with this statistic.

Value

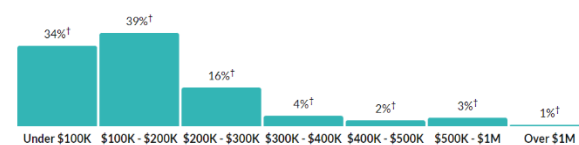
\$131,900

Median value of owner-occupied housing units

about three-quarters of the amount in the Augusta-Richmond County, GA-SC Metro Area: \$182,000

about half the amount in Georgia: \$249,700

Value of owner-occupied housing units



HOUSING VALUE IN AUGUSTA-RICHMOND COUNTY IS LOWER THAN THE METRO AREA AND REST OF THE STATE.

Homelessness in Augusta

In 2022, The Augusta-Richmond County Homeless Task Force Strategic Plan was developed. The plan indicates that homelessness is an increasing problem in Augusta. The Homeless Task Force Strategic Plan lays out several objectives to address the housing and homelessness crisis in Augusta. The Augusta Veterans Redevelopment Plan addresses several of the objectives, including:

- Develop continuum of housing options to meet immediate and long-term needs, reducing unsheltered homelessness and decreasing duration of homelessness by increasing quantity and quality of all related housing types.

- Collaborate with Housing, Health, Employment/Labor and Service Agencies to effectively coordinate housing opportunities and holistic wrap-around services.

Homeless Veterans

The Annual Homeless Assessment Report provided to Congress each year states that there are almost 37,000 homeless Veterans across the country. There is also a large number of disabled, senior and low income Veterans who are poorly housed or grossly rent-burdened.

Target Population

The Augusta Veterans Redevelopment Plan focuses efforts to serve homeless and disabled Veterans and their families. Targeted Veterans in the Redevelopment Area are homeless and disabled Veterans who receive at or below 60% of Area Median Income. Permanent supportive housing is a proven method to reduce the number of homeless Veterans. The overarching goal of the plan is to increase the supply of permanent-supportive housing serving homeless Veterans, Veterans who are at risk of homelessness, and their families who may be located within Augusta, Georgia, or are receiving services from the Charlie Norwood VAMC or surrounding network VA medical center facilities.

Infrastructure and Community Facilities

The study area is located in the northern area of the Highland Park neighborhood of Augusta, Georgia. Highland Park is a historic residential neighborhood in Augusta, Georgia, known for its tree-lined streets, charming homes, and proximity to local amenities like Augusta University and the Augusta Canal. The study area is on the southern border of the Summerville neighborhood. Summerville is an affluent residential area that is known for its historic homes, tree-lined streets, and beautiful parks. The Uptown campus of the Charlie Norwood VA Hospital is located on Wrightsboro Road, which is a major thoroughfare that runs through Summerville and connects it to other parts of Augusta. Landmarks and institutions located near the study area include Augusta University, Paine College, the Augusta National Golf Club, and the Augusta Canal National Heritage Area.

Employment Resources

There are many businesses that provide services and job opportunities near the study area. These include national chains such as Subway, Dunkin Donuts, McDonald's, Hilton, Marriott, and Holiday Inn, as well as local options such as the Partridge Inn, Nacho Mama's, and The Hive. There are also several coffee shops and cafes in the area, including Buona Caffè Artisan Roasted Coffee, New Moon Cafe, and Inner Bean Cafe. The Augusta Mall, which is a large indoor shopping center featuring a variety of stores, as well as the Augusta Exchange, which is an outdoor shopping center with a mix of national chains and local businesses are also nearby.

Parks and Recreation

Healthy, accessible, and attractive parks and open spaces are essential for vibrant communities. There are several parks and recreational areas located near the study area. The largest include Pendleton King Park, which features walking trails, a rose garden, and a dog park, as well as the Augusta Canal National Heritage Area, which offers hiking, biking, and kayaking opportunities. Lake Olmstead Park is also nearby. It has several community gathering places, including the Julian Smith Barbecue Pit which served as the location for the public workshop for this plan. Several smaller parks are close by as well, including Wood Park and Minnick Park. These offer amenities such as playgrounds, recreational facilities, and picnic areas.



PENDLETON KING PARK PROVIDES A LOVELY RESPITE FROM CITY LIFE.



MINNICK PARK IS LOCATED ABOUT A MILE AND A HALF FROM THE TARGET AREA.

Medical Services

The Uptown campus of the Charlie Norwood VA Medical Center is part of the Redevelopment area of this plan. It offers a range of medical services to eligible veterans, including primary care, mental health care, specialty care, emergency care, rehabilitation services, surgery, and pharmacy services.

- **Primary Care:** The Uptown campus offers primary care services, including routine check-ups, preventive care, and treatment for chronic conditions.
- **Mental Health Care:** Mental health services, including counseling, therapy, and medication management, are available at the Uptown campus for veterans struggling with mental health issues.
- **Specialty Care:** The Uptown campus provides specialty care services, including cardiology, oncology, orthopedics, neurology, and women's health.
- **Emergency Care:** The Uptown campus offers emergency medical services to eligible veterans 24 hours a day, seven days a week.
- **Rehabilitation Services:** Rehabilitation services, including physical therapy, occupational therapy, and speech therapy, are available at the Uptown campus for veterans recovering from injuries or illnesses.
- **Surgery:** The Uptown campus has an on-site surgical center, which offers a range of surgical procedures, including general surgery, urology, and ophthalmology.
- **Pharmacy:** A pharmacy is located on-site at the Uptown campus, providing prescription medication services to eligible veterans.



THE UPTOWN CAMPUS OF THE CHARLIE NORWOOD VA
OFFERS A VARIETY OF SERVICES TO VETERANS.

In addition to the medical services offered at the Charlie Norwood VA Hospital, there are several medical services located near the study area, including the Augusta University Medical Center and the Doctors Hospital of Augusta.

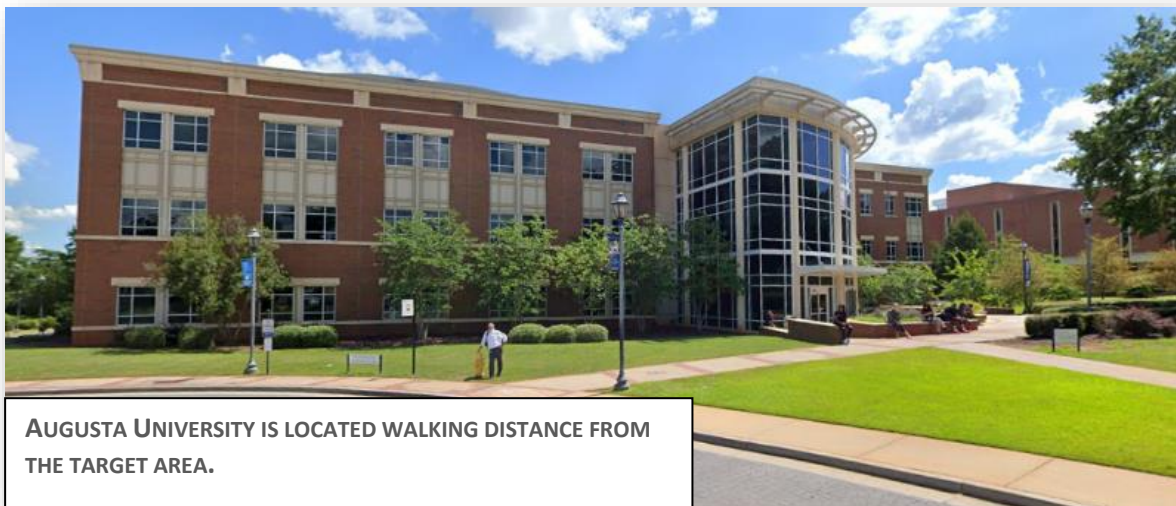
Educational facilities

Many educational opportunities are located very close to the study area.

Augusta University: Augusta University is a public research university located less than 3 miles from the study area. It is the state of Georgia's designated center of health sciences excellence and a comprehensive research university with 9,500 students. Augusta University offers a range of undergraduate and graduate programs, including programs in health sciences, business, education, and the arts.

Paine College: Paine College is a private, historically black college located less than 2 miles from the study area. Paine College offers undergraduate programs in a variety of fields, including biology, business, education, and humanities.

Georgia Military College: Georgia Military College is a public, two-year college located less than 5 miles from the study area. Georgia Military College offers associate degree programs in criminal justice, education, business, and others.



Augusta Technical College: Augusta Technical College is a public, two-year college located less than 7 miles from the Target Area. Augusta Technical College offers certificate and degree programs in a variety of fields, including health sciences, business, and engineering technology.

East Georgia State College: This college has the lowest tuition cost in the University System of Georgia and offers Associate, online bachelors, and pathways to a 4-year degree. Programs include Business Administration, Criminal Justice, Elementary Education, Financial Technology, Liberal Arts, Natural Sciences, and Social Sciences.

Public safety and Emergency Management

There are many public safety and emergency management facilities located near the Target Area, including law enforcement agencies, fire departments, and emergency medical services providers.



Augusta Police Department: The Augusta Police Department is located less than a mile from the study area. The department provides law enforcement services to the city of Augusta and has a number of specialized units, including a SWAT team and a bomb squad.

Richmond County Sheriff's Office: The Richmond County Sheriff's Office is located less than 2 miles from the study area. The office provides law enforcement services to Richmond County and has several specialized units, including a K-9 unit and a SWAT team.

Augusta Fire Department: The Augusta Fire Department is located about 2 miles away from the study area. The department provides fire protection and emergency medical services to the city of Augusta and has several fire stations located throughout the area. Less than a mile away, Station 8 is the closest to the study area.

Augusta Emergency Management Agency: The Augusta Emergency Management Agency is located less than 2 miles from the Uptown campus. The agency is responsible for coordinating emergency response and recovery efforts in Augusta and has plans in place for a variety of potential emergencies, including severe weather and hazardous materials incidents.

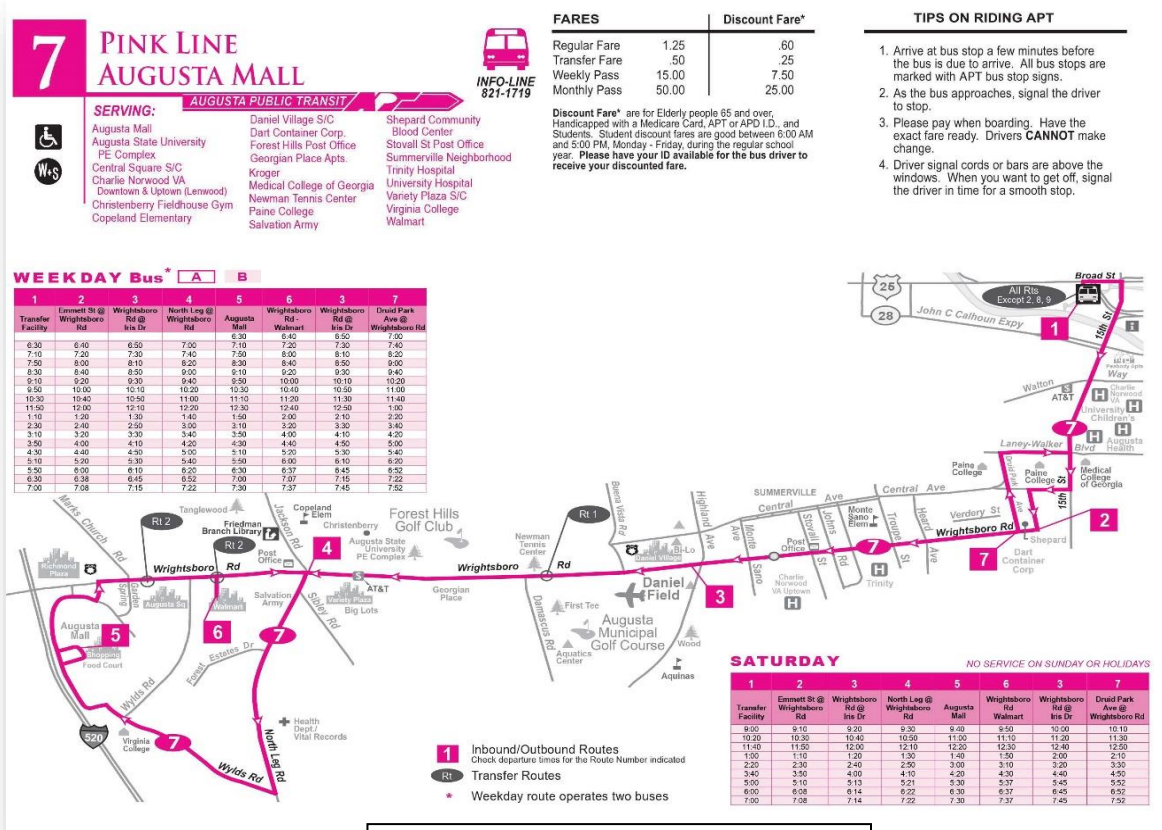
Augusta Veterans Community Redevelopment Plan

University Hospital: University Hospital is located less than 2 miles from the Uptown campus. The hospital is a Level I trauma center and provides emergency medical services to the Augusta area.

Transportation facilities

The Target Area is easily accessible by several modes of transportation. It is located near the intersection of Wrightsboro Road and Freedom Way, which is easily accessible from several major highways, including I-20 and I-520. The Augusta Public Transit system, "Augusta Transit," operates several bus routes that serve the area. Augusta also has several bike lanes and sidewalks that make it easy to get around on foot or by bicycle.

Bus stop number 1343 on Route 7, the Pink Line serves the redevelopment area. It runs along Wrightsboro Road and provides direct access to Augusta Utilities, Augusta Mall, Augusta Square Shopping Center, Walmart, Paine College, Augusta University, the Downtown Campus of the VA Hospital, and the transfer facility providing access to all of Augusta's transit stops.





**STOP 1343 ON THE PINK LINE
PROVIDE EASY ACCESS TO
AMENITIES THROUGHOUT THE CITY.**

Cultural facilities

There are many cultural facilities located near the study area, including museums, theaters, and music venues.

Museums: The Augusta Museum of History and the Morris Museum of Art are about 2 miles from the study area. The museum showcases the history of Augusta and the surrounding area, with exhibits on topics ranging from golf to the Civil War.

Imperial Theatre: The Imperial Theatre is about 2 miles from the study area. The historic theater hosts a variety of live performances, including plays, concerts, and comedy shows.

Augusta Symphony: The Augusta Symphony is located less than 2 miles from the study area. The symphony performs a variety of classical and contemporary music and hosts several concerts throughout the year.

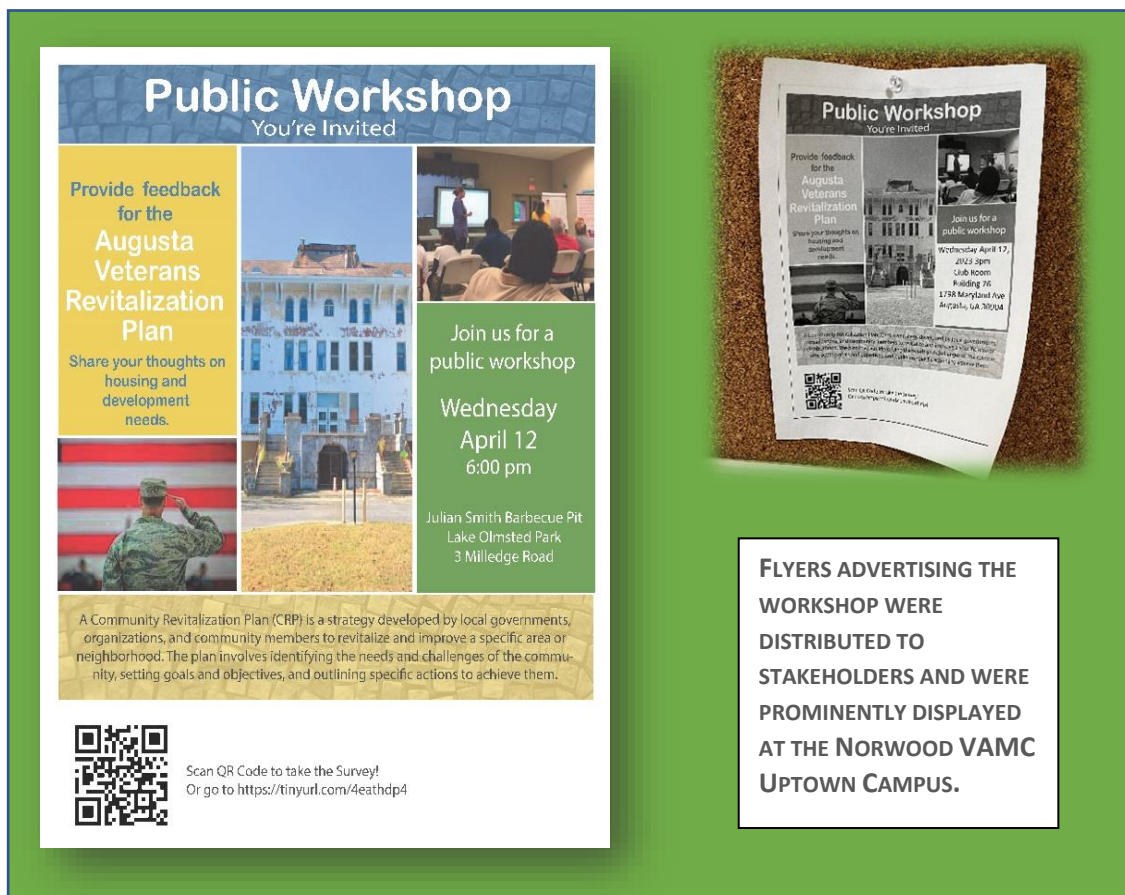
Culture and the Arts: The Sacred Heart Cultural Center and Augusta Arts Council are located less than 3 miles from the study area. The center is housed in a historic church building and hosts a variety of cultural events, including concerts, art exhibits, and theater performances.

**THE IMPERIAL THEATRE IN AUGUSTA IS
A HISTORIC PERFORMING ARTS VENUE
THAT HAS HOSTED A WIDE RANGE OF**



Public Engagement

Public input was important to developing this plan. Two public workshops were held on April 12, 2023. The first was held at Freedom's Path on the Charlie Norwood VAMC Uptown Campus. This workshop was targeted toward Veterans who currently reside in Freedom's Path, care providers, non-profits, and other stakeholders. The second workshop was at the Julian Smith Barbecue Pit at Lake Olmstead Park. This evening public workshop was well attended by Charlie Norwood VA Administration and focused on the needs of low income Veterans and how partnerships between the VA and other stakeholders can better serve their needs. Additionally, a QR code to an online survey was linked off of a widely distributed flyer to solicit additional feedback.



Public Workshop #1

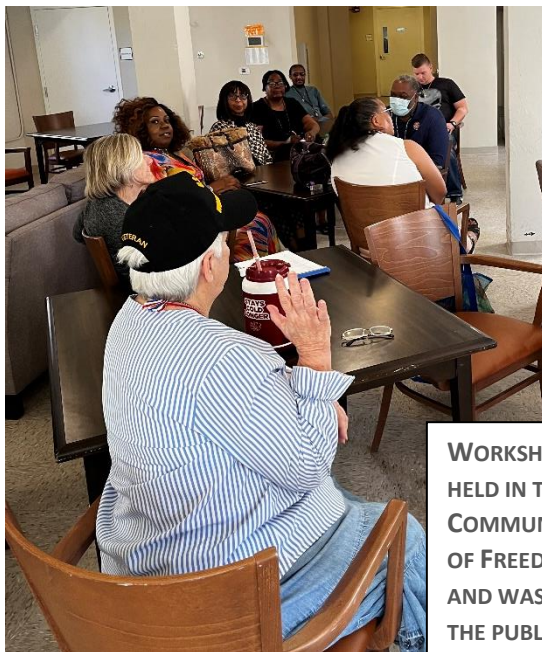
The afternoon workshop on April 12 was attended by Veterans who reside in Freedom's Path Apartments, service providers, representatives from local non-profits and the VA, as well as other Veterans. The following information was garnered from this meeting with community stakeholders.

What is currently working well at Freedom's Path?

- Can walk to the appointments at the uptown campus of the VA
- Shuttle to the downtown campus of the VA Cameras are 80% effective for security, but there are issues with a few blind spots that need to be resolved.
- Facility is clean and maintained well.
- Residents enjoy the small outdoor gazebo
- Management posts important information directly on residents doors

Are there issues or disadvantages of living here?

- Lack of transportation to get to stores for groceries and other supplies. There is a covered bus stop on the VA side of the road at the front of the property.
- 100% disabled (service connected) veterans are not able to qualify for the housing due to their income level exceeding the threshold.
- Many programs and activities that existed before COVID have not returned, the residents really want to have a variety of activities and opportunities to socialize.
- The laundry machines are limited and not commercial grade.
- The barber shop at the VA closed and has not reopened.



**WORKSHOP #1 WAS
HELD IN THE
COMMUNITY ROOM
OF FREEDOM'S PATH
AND WAS OPEN TO
THE PUBLIC.**

April 12, 2023 Freedom's Path 3pm		
Name	Affiliation	email (optional)
TYRONE	Res d	
JOE	Res d	
DANIEL	Res d	
LEWIS	Res d	
Vstroke	"	
Lewis	Resident	
DUBUES	Res d	
PICARELL LARRY	RESIDENT	
GANT	RESIDENT	
James DePietro	Resident	
Christine Jones	C Annie's Legacy	
Gale LeVan Bell	SSVF (OSRA-ED)	
Orville Sullivan	SSVF (OSRA-ED)	
JOLIE ALEXANDER	SSVF (Goodwill)	
Ricky Sawyer	Dept of VA	nick
MARY KUSCH	mg/	
ALICE BROWN	Judge	

- Everyone wants fresh air. The windows are painted/screwed shut and they would love to be able to open them.
- The ventilation in the building is inadequate. Everyone knows when someone is cooking, and unpleasant smells spread across units quickly.
- The upper cabinets in units can be opened by someone in a wheelchair, but they can't actually store things or use the cabinets in any meaningful way.
- Security can be an issue, sometimes "working ladies" "peddlers of illicit substances" and general strangers off the street have been issues in some buildings.
- Feelings of isolation are an issue; the residents want more things to do and reasons to leave their rooms and be more active.
- The existing workout equipment needs to be supplemented with low impact machines and easy to use strength building machines.
- Communication channels are still predominantly word of mouth and a stronger or more formal means of communication with residents would be appreciated.
- There are currently no vending machines and residents would be very supportive of having some installed.
- The smoke detectors are highly sensitive and very small things like heating a skillet can set them off.

What additional services and facilities would help residents?

- Access to fresh produce
- Purchase a shuttle bus that has pre-scheduled days for necessary destinations. People would sign up ahead of time for the days/destinations they needed.
 - The Augusta Women's Club offered to help fundraise for the bus.
 - Ensure that the shuttle has a wheelchair ramp/lift.
- On-site social events and activities
- Pre-Covid opportunities like bingo, access to VA Hospital library/computer lab, barber, etc.
- Create a policy or program for "gap housing" that meets the needs of those who make too much to qualify, but also not enough to afford more traditional housing.
- Laundry facilities need commercial grade, larger washer/dryers
- Fresh air and ventilation - windows in the building don't open
- Shuttle bus to and from shopping, services, and activities
- Create nice outdoor spaces to gather and have fun – pavilions, grills, outdoor games, fenced dog park, etc.
- Better security
- Better system of communication
- Maintenance of gym equipment and more low impact equipment
- Vending machines
- Better kitchen vents

What opportunities are available to address additional wants and needs?

- Resident liaison from each building to aid in communications with property manager.
- Interfaith Community organization can help provide religious services
- Augusta Womans Club can help with gardening
- Explore partnerships with local businesses and non-profits to add more services and bring quality of life improvements.
- There is still need for affordable housing for Veterans.

Workshop #2

The evening workshop was well attended by Charlie Norwood VAMC leadership. Results of the previous meeting were shared with the attendees of the evening session. The representative of the developer was present to assist with addressing comments from the previous session and answering questions.

**Spaces for activities and gatherings:**

The building for Freedom's Path III has pre-existing spaces that are large and do not lend themselves to conversion to apartment type units. These spaces can be utilized for the desired community building and activity space.

Barriers to housing for 100% disabled veterans

The proposed model for resident makeup for the next Freedom's Path development is 25% of units that will follow the housing first model, 30% unrestricted which will allow veterans making above the income threshold to qualify, and the remainder would follow the low-income housing guidelines. The entire development would be reserved for Veterans.

April 12, 2023 Freedom's Path Gpm

Name	Affiliation	email (optional)
Robert Jackson	VAAHCS	
Kerobla Byrd	VAAHCS	
Brian Rothwell	UVAHCS	
Robert Rouse	VAAHCS	
S. GINSBURGH	VAAHCS	
Richy Gaudier	VAAHCS	
Jon Bosil	VAAHCS	
Victoria Wilson	VAAHCS	

BRAINSTORMING SOLUTIONS TO ISSUES IDENTIFIED IN THE FIRST WORKSHOP WAS THE HIGHLIGHT OF WORKSHOP #2.

Aging and Disabled Veteran Population

The median age of veterans that occupy other similar units is 62 and many have significant health issues. The developer plans to exceed the required minimum number of accessible units. Also, modular units than can more easily accommodate the needs of individuals are planned to be incorporated into the building. There will also be features for people with vision and hearing impairments and emergency pull cords.

Security

The developer has traditionally used a security camera company based out of Marietta, Georgia for the camera systems. He would like to engage with a company from Augusta if they can meet his standards:

- Review plans with management, camera contractor, and public safety representatives to ensure optimum camera placement.
- Provide a simple method of remote access using a smart phone.

Solutions at other properties/best practice recommendations

- The Dublin development has golf carts for residents to get to the VA hospital from the housing unit.
- A VA based shuttle service to local stores and services is available based out of a partnership with UBER that uses a voucher system. Each resident gets one voucher (per week or month?)
- A dedicated outdoor smoking area keeps residents from smoking inside their units.
- The developer plans to pursue an alcohol waiver that allows residents to consume alcohol in their unit, but not in any common or public spaces. ONLY in their unit.
- No public intoxication is allowed. The property manager will evict based on a strikes system, three strikes and a resident will be out. Residents tend to be self-police on these matters.

Online Survey

The online survey was taken by a small sample Veterans and their family members. Responses mirrored the input provided in workshop #1. Most were satisfied with their current housing and utilize services provided by the VA. Responses can be summarized by one respondent's answer

“ All Veterans deserve decent housing.”
-survey respondent

to an open ended question about suggestions for improvement. They said, “transportation, game night, workout class, opportunity to worship” were important. Additionally, one respondent cited the need for better accommodations for women and children.

Summary of Public Engagement

Many of the services that were available to Veterans were discontinued due to the Covid pandemic. Resuming these activities is a high priority for current residents and administrators at the VA hospital. The VA would like to provide services in any new residential buildings to serve residents and to work with the developer and other partners.

Goals and Objectives

There are two sets of goals and objectives in this plan. The first are city-wide and neighborhood focused. The second are goals that specifically target the needs of Veterans. Each set of goals is summarized below.

Neighborhood Goals and Objections

The Redevelopment Area is in an “Old Augusta Neighborhood” according to the Envision Augusta Comprehensive Plan. The vision for the Old Augusta Neighborhoods, as described in the Envision Augusta Comprehensive Plan, focus on the continued redevelopment in some neighborhoods and maintaining the stability in other neighborhoods. The vision for redevelopment includes the removal of deteriorated and dilapidated structures, the construction and/or rehabilitation of single-family housing, new commercial establishments and offices, more shopping and entertainment facilities, more community facilities and services, more job opportunities and improvements in the appearance of the neighborhoods. Physical redevelopment should be done in a manner consistent with existing development patterns and the historic character and architecture of these neighborhoods. Residential land uses should continue to predominate in these neighborhoods as redevelopment progresses. Any public actions will be designed to reinforce stability in the more stable areas of the Old Augusta neighborhoods.

Recommended Development Patterns in the Old Augusta Character Area

- Maintain low-density single-family residential development in areas where it is already the predominant land use. Protect from encroachment by conflicting land uses.
- Infill residential development at densities compatible with the surrounding area. Site design reflects traditional neighborhood patterns and existing architectural styles.
- Redevelopment projects (housing and economic development) in neighborhoods targeted for such activities.
- Additional commercial and retail development in underserved neighborhoods.
- Neighborhood activity centers that provide a focal point for community services and a location for appropriately-scaled retail establishments.
- Expanded regional activity center encompassing the medical complex and Paine College. More direct connections between the activity center and downtown.
- Expanded academic facilities at Augusta State University campus on Wrightsboro Road

- Attractive gateways supplemented by a coordinated wayfinding signage

In addition to the vision and recommended development patterns, the Envision Augusta Comprehensive Plan lists Heritage Preservation and Housing Opportunities as key objectives.

Economic Development Goals

Economic development goals for the City of Augusta are detailed in the City's 2020-2024 Consolidated Plan and the Envision Augusta Comprehensive Plan (2018). Implementation strategies for selected goals provide additional detail regarding specific actions for achieving the goals with a specific focus on increasing opportunities for Veterans.

Plan	Economic Development Goals
City of Augusta Consolidated Plan (2020-2024)	<ul style="list-style-type: none"> • Encourage citizen participation in the planning, implementation, and evaluation of the community development program. • Increase the number of jobs and amount of private capital invested in the city, particularly in the Central Business District and neighborhood commercial areas. • Support public facilities and services that contribute to Redevelopment and provide public facility improvements that support physical development and Redevelopment. • Promote the preservation and restoration of historically significant structures and landmarks in the city.
Envision Augusta Comprehensive Plan (2018)	<ul style="list-style-type: none"> • Encourage higher density, mixed-use developments along vacant commercial corridors/nodes in/and around South Augusta neighborhoods • Encourage better land use practices for brown field/vacant land redevelopment • Initiate development policies that promote a variety of transportation options • Encourage a county-wide network of alternative transportation strategies; implement complete streets • Better integrate future development with existing and proposed parks and trail system • Refocus efforts on overall maintenance and upkeep of public right-of-ways and spaces • Better consider the "Garden City" and its realization by utilizing the implementation tools recommended in past plans

Housing Goals

Housing goals for the City of Augusta are detailed in the City's Consolidated Plan and the Envision Augusta Comprehensive Plan (2018). The August Consolidated Plan states that Augusta is particularly challenged to address populations / households of extremely low- to low-income families, with focused efforts for homeless veterans.

Plan	Housing Goal
City of Augusta Consolidated Plan (2020-2024)	<ul style="list-style-type: none"> • Support public facilities and services that contribute to Redevelopment and provide public facility improvements that support physical development and Redevelopment • Promote the preservation and restoration of historically significant structures and landmarks in the city • Support the development of multi-family housing with low income housing tax credits that improve the quality of aging urban communities • Support owner occupied repair/rehab through loans to person earning less than 80 percent HAMFI • Provide tenant based rental assistance to persons and fund supportive services to persons living with HIV/AIDS • Assist in the creation and preservation of affordable housing for lower income and special needs households, including Veterans • Support activities to end homelessness • Support activities that assist with basic needs, eliminate blight, and/or strengthen neighborhoods
Envision Augusta Comprehensive Plan (2018)	<ul style="list-style-type: none"> • Encourage higher density, mixed-use developments along vacant commercial corridors/nodes in/and around South Augusta neighborhoods • Make existing housing stock more marketable, especially in higher density Neighborhoods • Encourage better land use practices for brown field/vacant land redevelopment • Better consider the “Garden City” and its realization by utilizing the implementation tools recommended in past plans

Implementation Plan

There is considerable overlap in citywide and neighborhood goals and goals that target Veterans. This section combines the goals from other planning efforts with the previous analysis and community input to develop goals specific to this Augusta Veterans Redevelopment Plan. The plan’s implementation section further details strategies, timelines, and responsible parties and partners for the goals identified in this section.

- Encourage better land use practices for brown field/vacant land redevelopment
- Encourage mobility and transportation options for persons within the Redevelopment Area.
- Promote the preservation and restoration of historically significant structures and landmarks in the city.
- Support the development of new high-quality affordable housing for both rental and homeownership.

- Assist in the creation and preservation of affordable housing for lower income and special needs households, including Veterans
- Develop continuum of housing options to meet immediate and long-term needs, reducing unsheltered homelessness and decreasing duration of homelessness by increasing quantity and quality of all related housing types.
- Collaborate with Housing, Health, Employment/Labor and Service Agencies to effectively coordinate housing opportunities and holistic wrap-around services.

Implementation Plan

Key actions for implementation of these goals are detailed in the implementation section below. Each goal contains a list of recommended activities and timeframes, and responsible parties and partners.

Goal	Recommended Activities and Timeframes	Responsible Parties and Partners
<ul style="list-style-type: none"> • Encourage better land use practices for brown field/vacant land redevelopment 	<ul style="list-style-type: none"> • Implement plan for redevelopment of former Regency Mall site, this strategy from the Envision Augusta Comp Plan (2023 timeframe) • Revitalize unused properties on the Charlie Norwood Uptown Campus.(2023-2024 timeframe) 	<ul style="list-style-type: none"> • City of Augusta • Non-profit • Private Developers
<ul style="list-style-type: none"> • Encourage mobility and transportation options for persons within the Redevelopment Area. 	<ul style="list-style-type: none"> • Improve Wrightboro road in the study area to rehabilitate pavement, drainage, lighting, and sidewalks.(2024-2026) 	<ul style="list-style-type: none"> • City of Augusta
<ul style="list-style-type: none"> • Promote the preservation and restoration of historically significant structures and landmarks in the city. (from Consolidated Plan) 	<ul style="list-style-type: none"> • Revitalize and restore unused Lenwood Hospital buildings on the Charlie Norwood Uptown Campus. (2023-2024 timeframe) 	<ul style="list-style-type: none"> • City of Augusta • Non-profit • Private Developers
<ul style="list-style-type: none"> • Support the development of new high-quality affordable housing for both rental and homeownership. • Assist in the creation and preservation of affordable housing for lower income and special needs households, including Veterans • Support activities to end homelessness 	<ul style="list-style-type: none"> • Partner with nonprofit affordable housing developers to understand needs and provide funding and incentives to develop housing with a focus on infill development and rehabilitation of vacant, obsolete, or abandoned properties. (ongoing timeframe) • Work with developers to support utilization of available incentives, such as Low Income Housing Tax Credits and the Georgia State Income Tax Credit Program for Rehabilitation of Historic Properties, to support the development of new affordable housing for both rental and homeownership. (ongoing timeframe) • Support and coordinate with the State of Georgia Department of Community Affairs to utilize State 	<ul style="list-style-type: none"> • City of Augusta • Nonprofit organizations • Affordable housing developers • Neighborhood organizations and residents

Goal	Recommended Activities and Timeframes	Responsible Parties and Partners
	and Federal Low-Income Housing Tax Credits to ensure access to subsidized rental housing for homeless and disabled Veterans. (ongoing timeframe)	
<ul style="list-style-type: none"> Collaborate with Housing, Health, Employment/Labor and Service Agencies to effectively coordinate housing opportunities and holistic wrap-around services. 	<ul style="list-style-type: none"> Work with the Charlie Norwood Veterans Affairs Medical Center and the Community to address the pressing need to increase the supply of affordable rental housing for homeless and disabled Veterans. (2023-2024) 	<ul style="list-style-type: none"> City of Augusta Nonprofit organizations Affordable housing developers VAMC

Proposed Target Area Project

The Augusta Veterans Redevelopment Plan Target Area Project is located on Freedom Way on the campus of the Uptown Campus of the Charlie Norwood VA Medical Center. This project will restore the original historic character of two historic VA structures buildings 19 and 20, converting 79,000 square foot space into 76 units of new affordable Veterans housing. Originally constructed by the Sisters of St. Joseph as a Catholic boarding school, the Lenwood Hospital is a 1914 historic building with three connected wings, referred to as Buildings 18, 19, and 20. The buildings were leased to the Public Health Service (PHS) in 1920, to be upfitted into a hospital to serve servicemen with nervous and psychiatric disorders. The PHS, later the Veterans Administration, chose the building as it would be easily converted for their needs and included 20 acres of land they could expand on.

Lenwood Hospital is one of only a few surviving examples of early VA hospitals. It falls under First-Generation Veterans Hospitals (1866-1930) and is one of few examples of existing buildings being upfitted for this use. The building was partly chosen for its easy conversion to a hospital as well as the 20 acres of land that was leased with it. Theories around medical care, especially for those with mental traumas from war, were rapidly changing around this time. Open air and a tranquil setting were becoming important aspects of Veterans' care. Lenwood Hospital was also updated with the newest medical treatment rooms. As medical treatments changed, and the Norwood VA Medical Center expanded, the Lenwood Hospital building underwent different renovation campaigns to meet current needs and provide the best care.

The VA continued to expand the Norwood VA Medical Center until 1981, when the campus had 55 buildings. An extensive survey was done in 1981 of all the existing buildings on the site. It was determined that most were too damaged to repair, as the cost outweighed the benefit. Medical treatments and VA hospitals had also changed how they operated, and fewer employees were housed on the campus, and open land was not as much of a priority. A large new facility was built, and the existing buildings were either torn down, repurposed if the cost was not too great,

or left empty. The Lenwood Hospital sat empty until 2008, when Building 18 was rehabilitated for Veterans housing which was a part of Freedom's Path Augusta I and II.

Conclusion

The needs assessment and planning process for the Augusta Veterans Redevelopment Plan demonstrated a variety of assets, needs, and opportunities for Veterans and others in the Target Area. The goals and implementation strategies included in this plan provide a strategic approach to addressing community needs by building upon existing community assets through key opportunities. Targeting of City and other resources to the Augusta Veterans Redevelopment Plan Target Area will address the pressing need to increase the supply of affordable rental housing for homeless and disabled Veterans and provide for improved quality of life for Veterans and other residents in the redevelopment area.



Administrative Services Committee Meeting

Meeting Date: 05/09/2023

HCD_ Laney Walker/Bethlehem New Construction of One (1) Single Family Home approval request

Department:	HCD						
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff						
Caption:	Motion to approve Housing and Community Development Department’s (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop (new construction) one (1) single family unit, identified as 1242 Holley Street, within Laney Walker/Bethlehem.						
Background:	<p>In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.</p> <p>This project involves the new construction of one (1) single family home identified as 1242 Holley Street, within Laney Walker/Bethlehem.</p> <table><tr><td><u>Address</u></td><td><u>Budget</u></td><td><u>Project Type</u></td></tr><tr><td>1242 Holley Street Augusta, GA 30901</td><td>\$188,899.00</td><td>New Construction (Labor/ Materials)</td></tr></table> <p>Note: At closing, 100% of HCD’s commitment to be returned to HCD.</p>	<u>Address</u>	<u>Budget</u>	<u>Project Type</u>	1242 Holley Street Augusta, GA 30901	\$188,899.00	New Construction (Labor/ Materials)
<u>Address</u>	<u>Budget</u>	<u>Project Type</u>					
1242 Holley Street Augusta, GA 30901	\$188,899.00	New Construction (Labor/ Materials)					
Analysis:	The approval of the contract will allow for development activities on these sites to begin.						
Financial Impact:	HCD utilizes Laney Walker/Bethlehem Revitalization funding. Contract Amount 1242 Holley Street - \$188,899.00						
Alternatives:	Deny HCD’s request						

Recommendation:

Motion to approve Housing and Community Development Department's (H request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop (new construction) one (1) single family unit, identified as 1242 Holley Street, within Laney Walker/Bethlehem.

Item 2.

Funds are available in the following accounts:

Funding: Laney Walker/Bethlehem Revitalization funding
GL Code: 298-07-7343-5413150

REVIEWED AND APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****ANTIOCH MINISTRIES INC., (AMI)**

in the amount of

\$188,899.00 USD**One Hundred Eighty-Eight Thousand Eight Hundred Ninety-Nine Dollars and 00/100**for Fiscal Year **2022**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1242 Holley Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2023 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and (**ANTIOCH MINISTRIES INC.) AMI**, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "AMI, as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, AMI a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with AMI for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 92.504(c)(13) and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations; and

WHEREAS, AMI has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, AMI has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, AMI has requested, and Augusta has approved a total of **\$188,899.00** in funding to perform eligible activities as described in Article I; below:

NOW, THEREFORE, the parties of this Agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: AMI agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. AMI agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ AMI, will perform as co-developer with a procured developer J. Lovett Homes with Laney Walker/Bethlehem.
- ✚ AMI, will perform new construction for one (1) single family detached home identified as property number **1242 Holley Street**.
- ✚ AMI, will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ AMI, will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures, and First Quality lumber. AMI is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

- B. Use of Funds:** Laney Walker/Bethlehem Bond funds shall be used by AMI for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$188,899.00**.

1. Profit

An amount not to exceed percent (50%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to AMI for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1242 Holley Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1242 Holley Street**.

2. Developer's Fee

N/A

3. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

AMI shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by AMI will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, AMI shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

AMI will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, AMI may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay AMI a maximum of **\$188,899.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to AMI's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement.
2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$188,899.00** and shall be on a pay for performance basis provided AMI and HCD determine the progress is satisfactory. AMI shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, AMI will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. When nearing 50%, the co-developer, AMI, should be prepared to pay their 50%: **\$94,449.50** as agreed to HCD for material and labor only.
4. HCD will monitor the progress of the project and AMI, performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
5. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. AMI and HCD shall share in the cost and proceeds of developing the residence at **1242 Holley Street** as follows:
6. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
7. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any AMI deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to AMI
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until AMI and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by AMI for construction costs related to the development of one single family detached home identified as **1242 Holley Street**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and AMI in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

AMI, shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1242 Holley Street**.

Liquidated Damages

AMI agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of AMI. The parties agree that these provisions for

liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of AMI. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

AMI is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by AMI under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1242 Holley Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. AMI shall be paid a total consideration of no more than **\$188,899.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and AMI

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and AMI (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to AMI or any subcontractor hereunder.
- B. AMI shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to AMI's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by AMI for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. AMI shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by AMI.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1242 Holley Street**, HCD is to provide AMI with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

AMI agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of AMI. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. AMI in the persons of Directors, Officers,

Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement).

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by AMI. In such instances, AMI shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and AMI.

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

- A. AMI agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in AMI publications and/or advertisements. (24 CFR 570.601).
- B. AMI agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. AMI agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. AMI agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), AMI agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. AMI agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).

- H. AMI agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. AMI will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. AMI will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. AMI will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. AMI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, AMI agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. AMI agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, AMI agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by AMI for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- N. AMI shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. AMI agrees to obtain all necessary permits for intended improvements or activities.
- O. AMI shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. AMI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007, Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** AMI agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the

physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to HCD at the time the subcontractors are retained to perform such physical services.

- R. AMI agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- S. AMI agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- T. AMI will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. AMI will not discriminate against any person applying for shelter on the basis of religion. AMI will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- U. Indirect costs will only be paid if AMI has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to AMI with funds provided under this.

W. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

AMI is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of AMI or any subcontractor of AMI or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event AMI materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until AMI cures any breach of the Agreement. If AMI fails to cure the breach, Augusta may suspend or terminate the current award of funds. AMI will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to AMI for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay AMI for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, AMI shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by AMI under this contract.

ARTICLE VIII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notices at the address indicated below:

Office of the Administrator
ATTN: Takiyah Douse, Interim City Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, Georgia 30901

With copies to:
Augusta Housing and Community Development Department
ATTN: Hawthorne Welcher, Jr., Director
510 Fenwick Street
Augusta, Georgia 30901

AMI will receive all notices at the address indicated below:

AMI Development Corporation
 ATTN: Scylance Scott
 1378 Laney Walker Blvd #100
 Augusta, GA 30901

With copies to:
 J. Lovett Homes
 3062 Damascus Road-Suite G
 Augusta, GA 30909

ARTICLE IX. INDEMNIFICATION

AMI will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, AMI specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement.

ARTICLE X. PRIOR AND FUTURE AGREEMENTS

This Document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. HCD is not obligated to provide funding of any kind to AMI beyond the term of this Agreement.

AMI warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by AMI for the purpose of securing business and that AMI has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. COUNTERPARTS

This Agreement is executed in two (2) counterparts— each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- 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 Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- 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 Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST:AMI

ATTEST:

By: _____
Owner

By: _____
Owner

Owner

Date: _____

Date: _____

APPENDIX 1
Architectural Plans/Designs

DRAFT

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

DRAFT

APPENDIX 3
Statutes: (Available on Request)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - E. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

J. Lovett Homes acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, J. Lovett Homes is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that J. Lovett Homes may be precluded from recovering payment for such unauthorized goods or services. Accordingly, J. Lovett Homes agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if J. Lovett Homes provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by J. Lovett Homes. J. Lovett Homes assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Name
J. Lovett Homes,
Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

J. Lovett Homes MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A- WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

DRAFT

EXHIBIT B
WORK WRITE-UP

DRAFT

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to AMI in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the project.
3. With HCD approval, AMI may use funds under this Agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and AMI in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole, in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. J. Lovett Homes will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- b. J. Lovett Homes must make sure contractors obtain and post all permits on job site.
- c. J. Lovett Homes must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta, GA requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.



PARAGON
HOME DESIGNS

809-A OAKHURST DR.
EVANS, G.A. 30809
OFFICE: 706-364-8554
FAX: 706-955-7945

Revision Table	
Date	Description

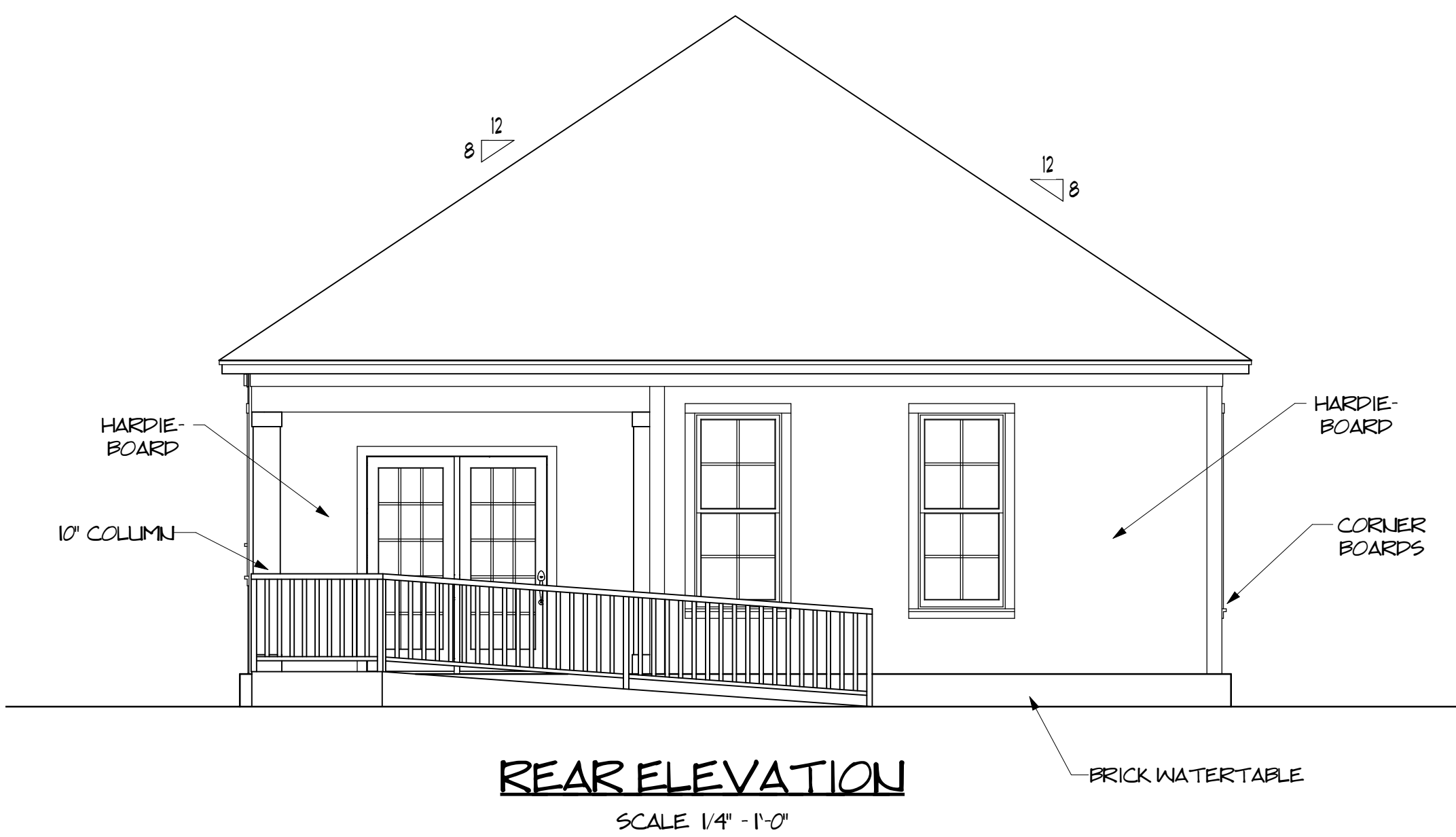
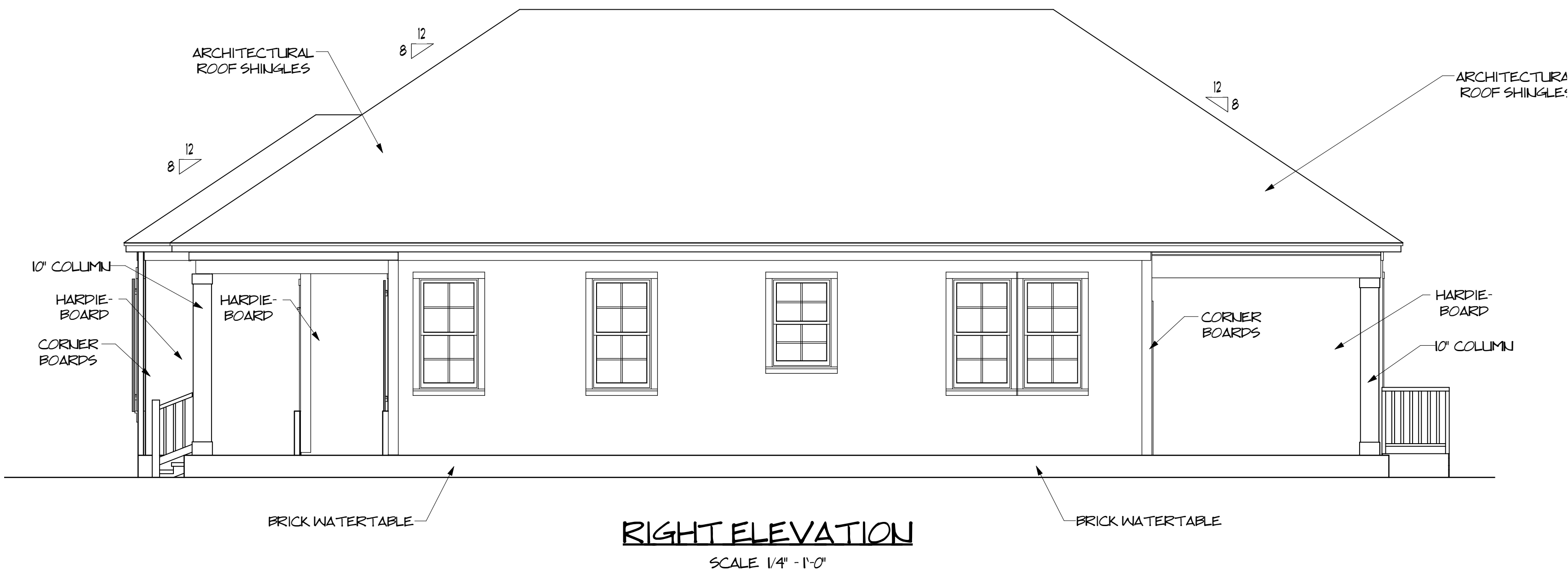
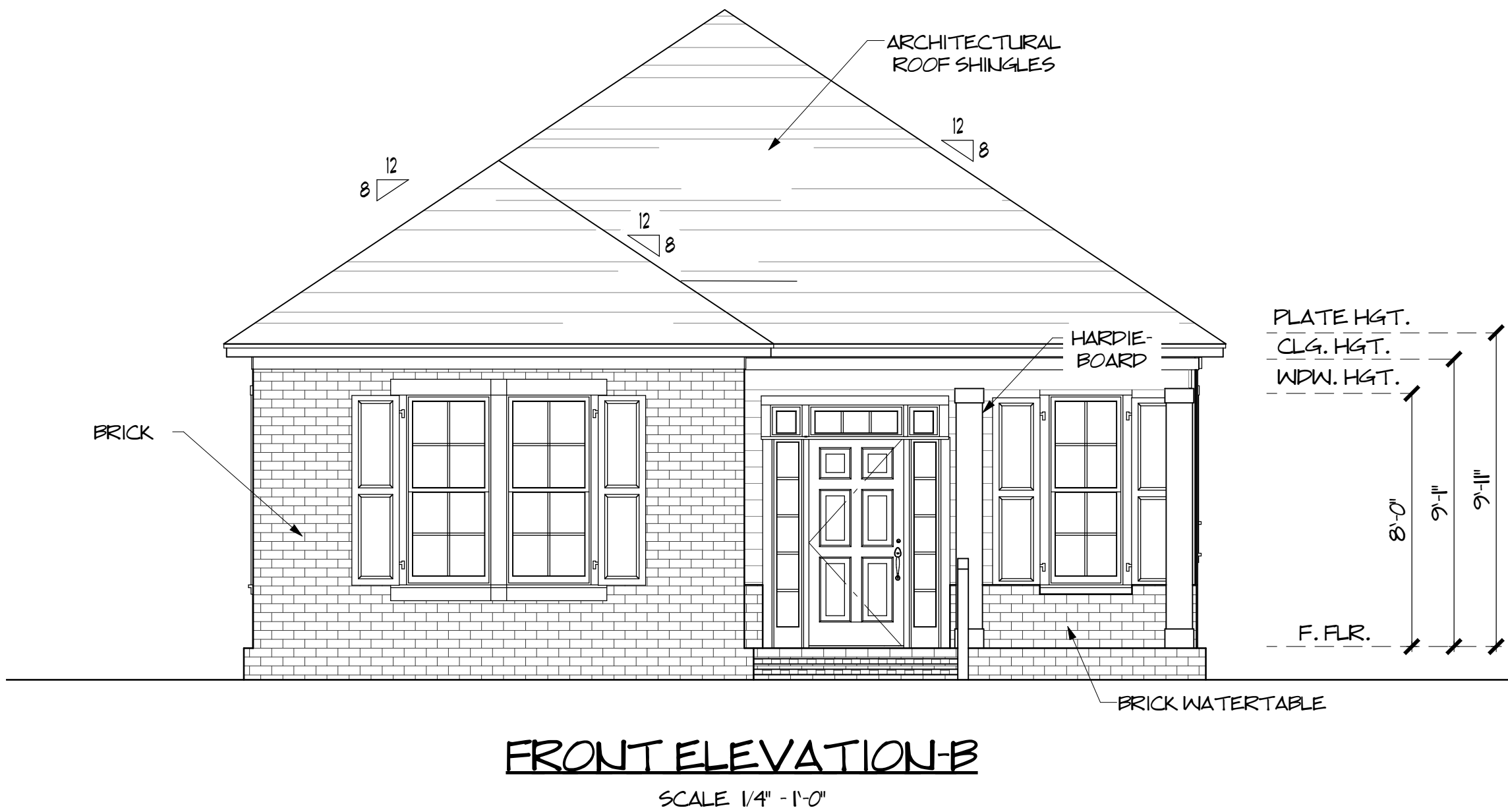
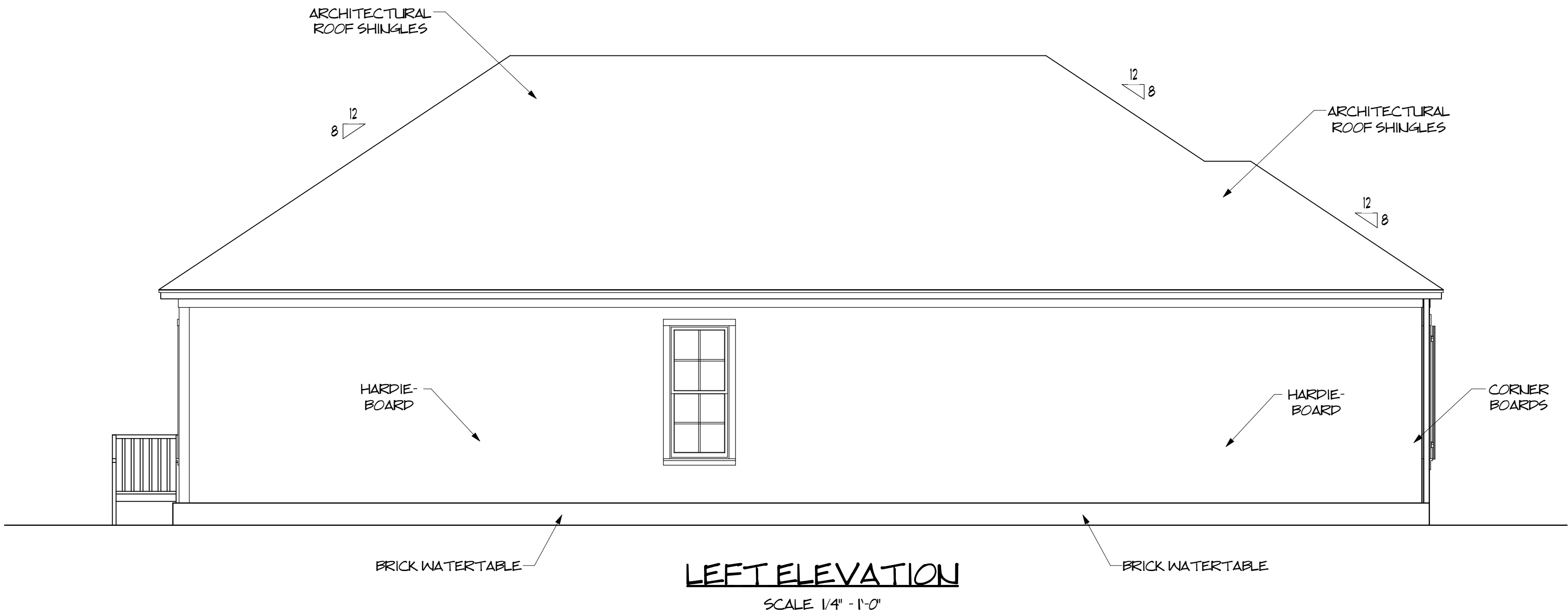
TWELVE TWENTY
NINE PLAN
PROJECT DESCRIPTION:

DISCLAIMER NOTES:
TO the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made after prints are made and/ or approved will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify enclosed drawing for builder and/or owner's standards. PARAGON HOME DESIGNS LLC. is not liable for design discrepancies once construction has begun. While every effort has been made in the preparation of this plan to avoid any oversights, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

A-1

SHEET # 1 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020



VENTILATION NOTES:

ALL COMBUSTION APPLIANCES WILL BE VENTED DIRECTLY TO THE EXTERIOR. FURNACE FIREBOX AND TANKLESS WATER HEATER SHALL HAVE OUTSIDE COMBUSTION AIR SUPPLY PURSUANT TO I.R.C. 2015 AND LOCAL CODES.

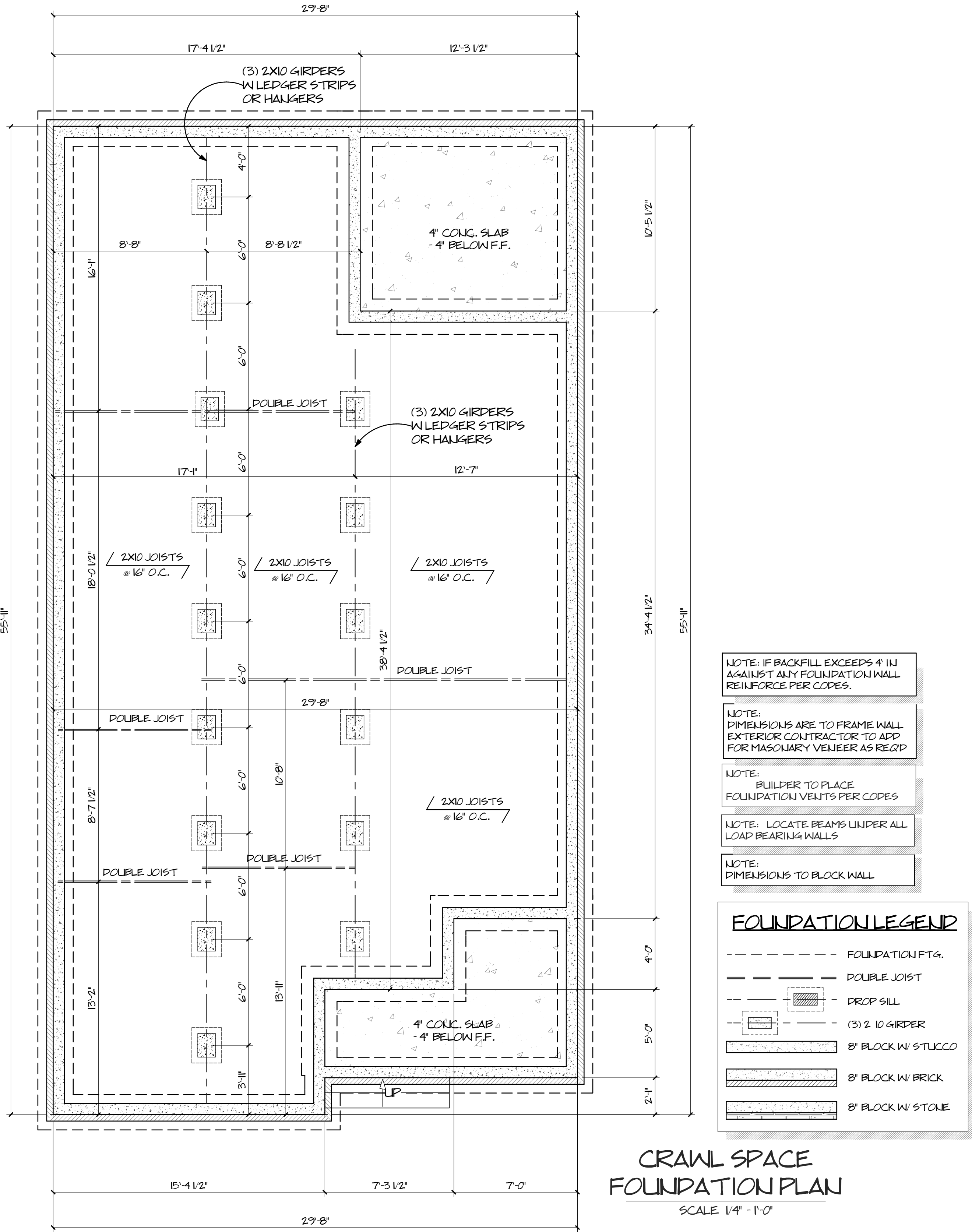
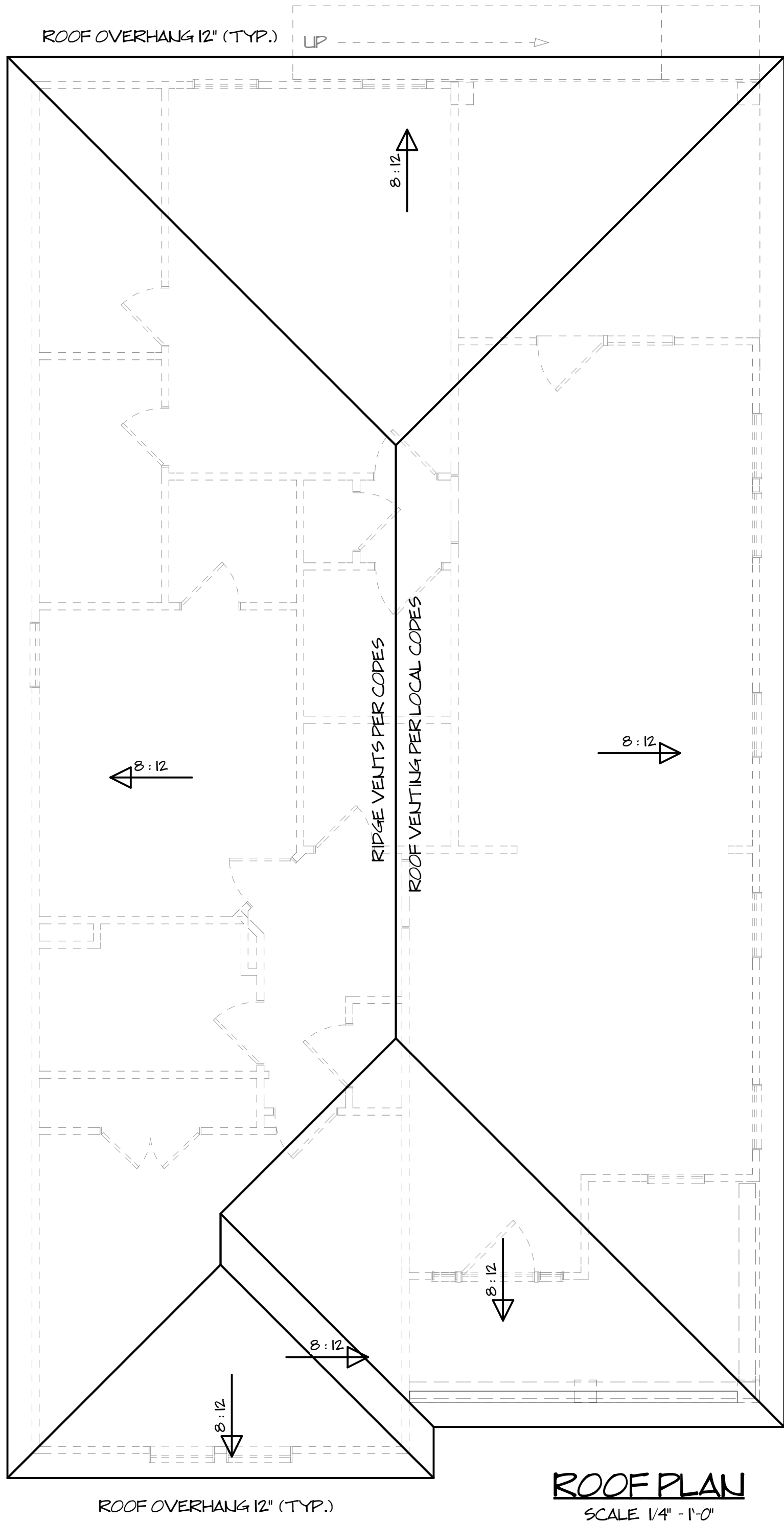
ATTIC SHALL HAVE VENTILATION EQUAL TO 1 SQ. FOOT PER 150 SQ. FEET OF ATTIC SPACE. VENTILATION SHALL BE PROTECTED FROM SNOW AND RAIN AND SHALL BE COVERED WITH GALVANIZED WIRE SCREEN. OPENINGS SHALL BE LOCATED TO PROVIDE CROSS VENTILATION.

EXHAUST ALL VENTS AND FANS DIRECTLY TO OUTSIDE VIA METAL DUCTS. PROVIDE 90 CFM (MIN) FANS TO PROVIDE 5 AIR CHANGES PER HOUR IN BATHS CONTAINING TUB AND / OR SHOWER.

FOUNDATION CRAWL SPACES SHALL HAVE VENTILATION EQUAL TO ONE SQ. FOOT PER 150 SQ. FEET OF FLOOR SPACE. VENTS SHALL BE COVERED WITH GALVANIZED WIRE SCREEN. VENTS SHALL BE LOCATED TO PROVIDE CROSS VENTILATION.

R905.2.2 SLOPE. ASPHALT SHINGLES SHALL BE USED ONLY ON ROOF SLOPES OF TWO UNITS VERTICAL IN 12 UNITS HORIZONTAL (2:12) OR GREATER. FOR ROOF SLOPES FROM TWO UNITS VERTICAL IN 12 UNITS HORIZONTAL (2:12) UP TO FOUR UNITS VERTICAL IN 12 UNITS HORIZONTAL (4:12), DOUBLE UNDERLAYMENT APPLICATION IS REQUIRED IN ACCORDANCE WITH SECTION R905.11.

R806.1 VENTILATION REQUIRED. ENCLOSED ATTICS AND ENCLOSED RAFTER SPACES FORMED WHERE CEILINGS ARE APPLIED DIRECTLY TO THE UNDERSIDE OF ROOF RAFTERS SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE BY VENTILATING OPENINGS PROTECTED AGAINST THE ENTRANCE OF RAIN OR SNOW. VENTILATION OPENINGS SHALL HAVE A LEAST DIMENSION OF 1/16 INCH (1.6 MM) MINIMUM AND 1/4 INCH (6.4 MM) MAXIMUM. VENTILATION OPENINGS HAVING A LEAST DIMENSION LARGER THAN 1/4 INCH (6.4 MM) SHALL BE PROVIDED WITH CORROSION-RESISTANT WIRE CLOTH SCREENING, HARDWARE CLOTH OR SIMILAR MATERIAL WITH OPENINGS HAVING A LEAST DIMENSION OF 1/16 INCH (1.6 MM) MINIMUM AND 1/4 INCH (6.4 MM) MAXIMUM. OPENINGS IN ROOF FRAMING MEMBERS SHALL CONFORM TO THE REQUIREMENTS OF SECTION R802.7. REQUIRED VENTILATION OPENINGS SHALL OPEN DIRECTLY TO THE OUTSIDE AIR.



Item 2.

PARAGON
HOME DESIGNS

809-A OAKHURST DR.
EVANS, G.A. 30809
OFFICE: 706-364-8554
FAX: 706-955-7945

Revision Table	
Date	Description

TWELVE TWENTY
NINE PLAN

PROJECT DESCRIPTION:

DISCLAIMER NOTES:
TO the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made after prints are made and/ or approved will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify enclosed drawing for builder and/or owner's standards. PARAGON HOME DESIGNS LLC. is not liable for design discrepancies once construction has begun. While every effort has been made in the preparation of this plan to avoid any oversights, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

A-2

SHEET # 2 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020

60

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PARAGON
HOME DESIGNS

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Revision Table	
Date	Description

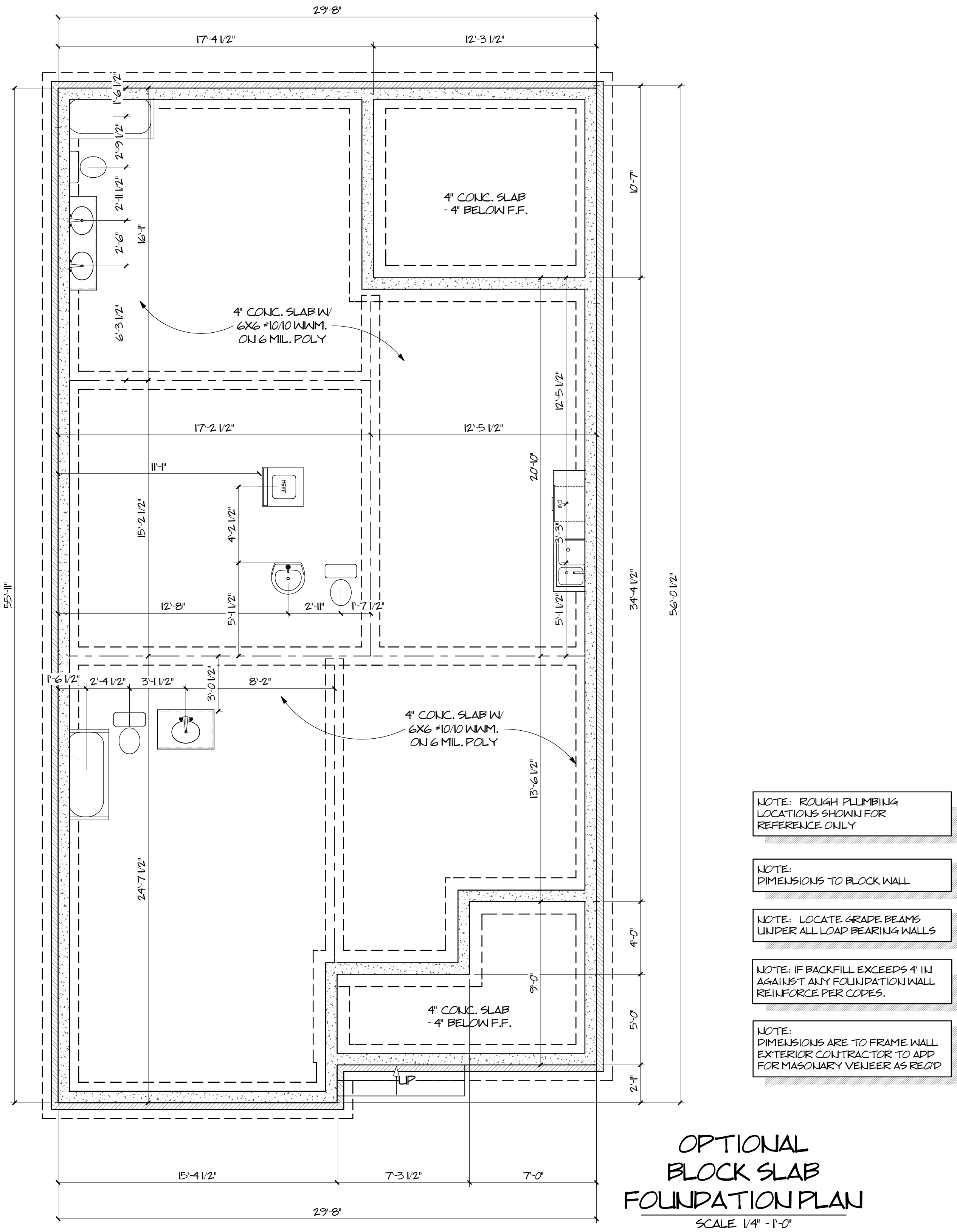
TWELVE TWENTY
NINE PLAN
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SHEET # 3 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020



ELECTRICAL, DATA, & AUDIO NOTES:

HOME OWNER SHALL DO A WALK-THRU WITH RELEVANT INSTALLERS TO VERIFY THE EXACT LOCATION FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC. ELECTRICAL PLANS SHOWN ARE FOR COPE MINIMUM REFERENCE.

ELECTRICAL NOTES:

1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.
2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM AND ONE IN EACH CORRIDOR ACCESSING BEDROOMS. CONNECT SMOKE DETECTORS TO HOUSE POWER AND INTER-CONNECT SMOKE DETECTORS SO THAT, WHEN ANY ONE IS TRIPPED, THEY ALL WILL SOUND. PROVIDE BATTERY BACKUP FOR ALL UNITS.
3. CIRCUITS SHALL BE VERIFIED WITH HOME OWNER PRIOR TO WIRE INSTALLATION.
4. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH HOME OWNER.
5. FIXTURES TO BE SELECTED BY HOME OWNER.

(AUDIO NOTES ONLY IF APPLICABLE)

AUDIO:

1. LOCATE SPEAKERS AND AUDIO CONTROLS AS INDICATED IN THE PLAN. RUN CIRCUIT OF SPEAKER WIRING TO AUDIO HOME PANEL SPECIFIED BY FLOOR.
2. AUDIO SPEAKERS TO BE APPROVED BY HOME OWNER.
3. LOCATE JACKS AS INDICATED IN THE PLAN. INSTALL DATA / CABLE PANEL SIMILAR TO "ON Q". SYSTEM TO BE APPROVED BY HOME OWNER.

(DATA / CABLE NOTES ONLY IF APPLICABLE)

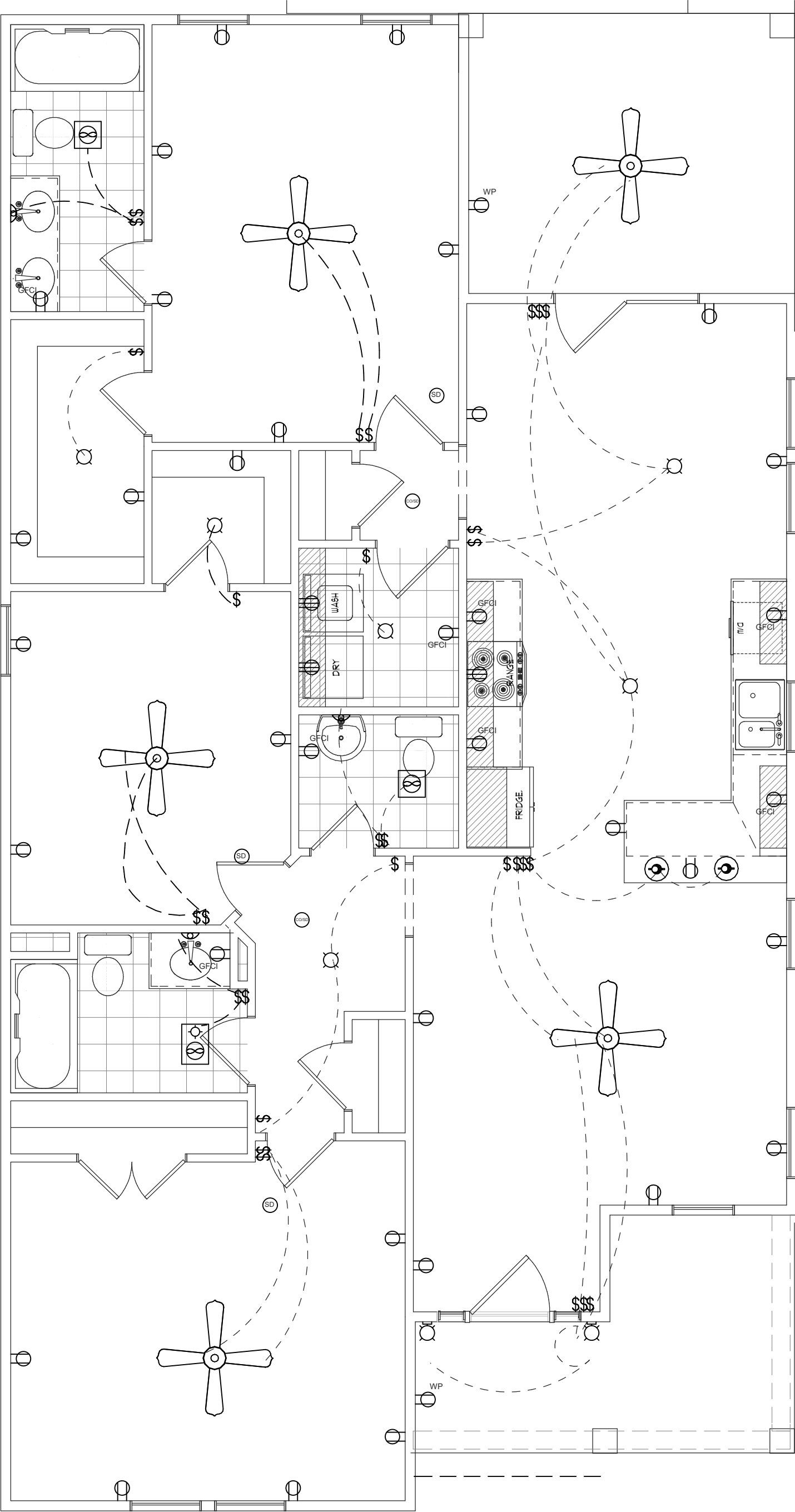
DATA / CABLE:

LOCATE SECURITY PANELS AS INDICATED IN THE PLAN. SYSTEM TO BE APPROVED BY HOME OWNER.

R303.7 INTERIOR STAIRWAY ILLUMINATION.

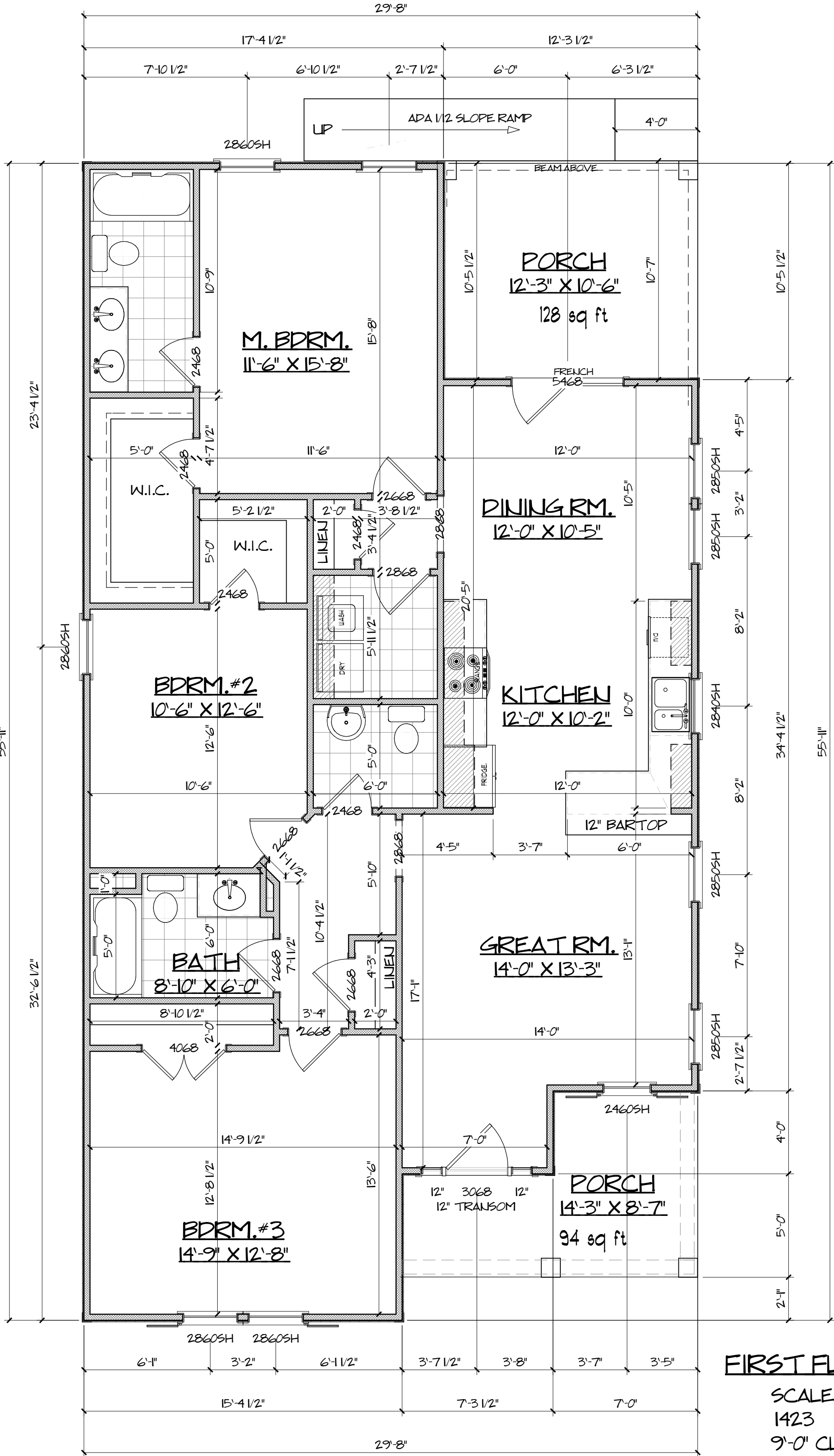
INTERIOR STAIRWAYS SHALL BE PROVIDED WITH AN ARTIFICIAL LIGHT SOURCE TO ILLUMINATE THE LANDINGS AND TREADS. THE LIGHT SOURCE SHALL BE CAPABLE OF ILLUMINATING TREADS AND LANDINGS TO LEVELS OF NOT LESS THAN 1 FOOT-CANDLE (11 LUX) AS MEASURED AT THE CENTER OF TREADS AND LANDINGS. THERE SHALL BE A WALL SWITCH AT EACH FLOOR LEVEL TO CONTROL THE LIGHT SOURCE WHERE THE STAIRWAY HAS SIX OR MORE RISERS.

ELECTRICAL - DATA - AUDIO LEGEND	
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans: Ceiling Mounted, Wall Mounted
	Ceiling Mounted Light Fixtures: Surface, Recessed, Mini Can, Fan Can
	Wall Mounted Light Fixtures: Flush Mounted, Wall Sconce
	Hanging Lights: Chandelier Light Fixture, Pendant
	Fluorescent Light Fixture
	240V Receptacle
	110V Receptacles: Duplex, Weather Proof, GFCI
	Switches: Pole, Weather Proof
	Garage Door Opener
	Wall Jacks: CAT5, TV/Cable, Telephone Jack
	Smoke Detectors, Carbon Monoxide
	Electrical Breaker Panel



ELECTRICAL PLAN

SCALE 1/4" = 1'-0"



FIRST FLOORPLAN

SCALE 1/4" = 1'-0"

1423 SQFT

9'-0" CLG. HGT.

DISCLAIMER NOTES:

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NOTE: THE BUILDER / CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STRUCTURAL DESIGNS. (SIZING OF BEAMS, JOISTS, RAFTERS, BRACING, FOUNDATION, CONC. SLABS, ETC..)

THE BUILDER / CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING OR EXCEEDING THE LATEST EDITION OF THE I.R.C. (INTERNATIONAL RESIDENTIAL CODE) AND THAT OF ALL LOCAL AUTHORITIES HAVING JURISDICTION.

NOTE: ALL WINDOWS AT 8'-0" UNLESS NOTED OTHERWISE.

NOTE: DIMENSIONS ARE TO FRAME WALL EXTERIOR CONTRACTOR TO ADD FOR MASQUARY VENEER AS REQD

NOTE: BUILDER TO VERIFY ALL WINDOW SIZES FOR INGRESS / EGRESS REQUIREMENTS

NOTE: ALL DIMENSIONS TO STUPL WALL

NOTE: IF PORCHES ARE MORE THAN 30" TO GRADE CONTRACTOR TO ADD RAILING AS REQD BY CODES.

NOTE: TEMPERED WINDOWS IF WITHIN 24" OF ARCH OF DOOR

NOTE: CONTRACTOR TO VERIFY LOCAL CODES BEFORE START OF CONSTRUCTION.

ESTIMATED SQUARE FOOTAGE

FIRST FLOOR HTD.	1423 SQFT.
TOTAL HTD.	1423 SQFT.
FRONT STOOP	94 SQFT.
BACK PORCH	128 SQFT.
TOTAL	1645 SQFT.

Item 2.

PARAGON
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A-4

SHEET # 4 OF 4

SCALE: AS NOTED
DATE PRINTED: 2/14/2020

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HCD**510 FENWICK S****(706) 821-1797b- Fax (706) 821-1784 www.augustaga.gov****FENCE AND SIGN****\$ -****TOTAL WRITE-UP (INC****TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY****GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR**

COLUMN Enter Materials	A	COLUMN N B UNIT	COLUMN C Quantity	COLUMN D MATERIAL COST PER UNIT	COLUMN E TOTAL MATERIAL
Homeowners Name		Antioch Ministries, Inc.			
Homeowners Address		1242 Holley Street			
City, State, Zip		Augusta, Georgia 30901			
Phone					
FOUNDATION / MASONRY		House Heated Sq. Ft.			1,423
Description of Material	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	
EXCAVATE FTG PERIMETER 172'x 1'-8" X10"	LF	220	\$ -	\$ -	
CONCRETE FTG 172' X 1'-8"10" THK	CY	14	\$ 156.00	\$ 1,600.00	
6 MIL POLY 20X 100	ROLL	2	\$ 100.00	\$ 200.00	
HOUSE/GARAGE FILL AND TAMP	LOADS	10	\$ 250.00	\$ 2,500.00	
CONCRETE PADS FOR STEPS	CY	2	\$ 156.00	\$ 312.00	
CONCRETE DRIVEWAY AND SIDEWALK	CY	15	\$ 156.00	\$ 2,340.00	
REINFORCEMENT #4 BAR HORIZONTAL	LF	1	\$ 850.00	\$ 850.00	
REINFORCEMENT #4 BAR VERTICAL	LF	0	\$ -	\$ -	
ANCHOR BOLTS	EA	100	\$ 1.50	\$ 150.00	
BUILD BLOCK WALL 8X8X16	EA	600	\$ 2.00	\$ 1,200.00	
8"CMU HEADER BLOCKS	EA	165	\$ 2.25	\$ 371.25	
MORTAR MIX	BAGS	35	\$ 11.00	\$ 385.00	
MORTAR SAND	LOADS	1	\$ 400.00	\$ 400.00	
STUCCO & MORTAR	EA	1200	\$ 0.70	\$ 860.00	
STUCCO	EA	500	\$ 0.35	\$ 175.00	
HOUSE SLAB	CY	0	\$ 156.00	\$ -	
PORCH SLAB	CY	6	\$ 156.00	\$ 936.00	
BRICK STEPS AS PER PLAN	STEP	10	\$ 50.00	\$ 500.00	

WATER/SEWERAGE TAP/ LIFT STATION	LS	1	\$ -	\$ -
UTILITIES FEES ELECTRICAL	LS	1	\$ 300.00	\$ 300.00
UTILITIES FEES WATER	LS	1	\$ 300.00	\$ 300.00
BLUEPRINTS	LOT	0	\$ -	\$ -
BUILDERS RISK	LOT	1	\$ 500.00	\$ 500.00
LAYOUT AND BATTER BOARD	LS	1	\$ 400.00	\$ 400.00
EROSION & SEDIMENT CONTROL	LF	250	\$ -	\$ -
TERMITE TREATMENT	LOT	1	\$ -	\$ -
PORT-O-LET	LOT	4	\$ 90.00	\$ 360.00
Total				\$ 14,639.25

Description of work to be completed: work completed as per plans

EXTERIOR				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
COMPOSITE RAILING WITH PICKETS	LF	0	\$ -	\$ -
COMPOSITE STAIR SECTION 6'	EA		\$ -	\$ -
COLUMNS	EA	4	\$ 2.50	\$ 10.00
GUTTERS & DOWNSPOUTS	LF	0	\$ -	\$ -
LANDSCAPING	EA	1	\$ -	\$ -
GRADING / SITE PREPARATION	EA	0		\$ -
WOODEN PRIVACY FENCE	LS	0	\$ -	\$ -
Total				\$ 10.00

Description of work to be completed:

SIDING AND PORCH				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
HARDY BOARD 5-1/4" LAP SIDING 12' 150	SF	25	\$ 250.00	\$ 6,250.00
SHAKE SIDING	SF		\$ -	\$ -
FIBER CEMENT SOFFIT AND FASCIA	LF		\$ -	\$ -
FASCIA 5/4X4 X 10'	LF	1	\$ -	\$ -
VENT CONTINUOUS 2" X 8'	EA		\$ -	\$ -
4X8 BEADED HARDIE PANEL	SF		\$ -	\$ -
HARDIE BOARD NON-VENTED 16" SOFFIT	SF		\$ -	\$ -
HANDICAP RAMP	SF	1	\$ -	
Total				\$ 6,250.00

Description of work to be completed:

ROOFING				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
30 YEAR ARCHITECTURAL SHINGLES	SQ	25	\$ 120.00	\$ 3,000.00
30LB FELT	SQ	0	\$ -	\$ -
PROVIDE RIDGE VENTS	EA		\$ -	\$ -

Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shi

Total				\$ 3,000.00
FRAMING & FINISH CARPENTRY				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
FRAME HOUSE AS PER PLANS	SF	1645	\$ 11.00	\$ 18,095.00
WINDOWS / BLINDS	EA	12	\$ 75.00	\$ 900.00
WINDOW VINYL DH SDL	EA	1	\$ 3,500.00	\$ 3,500.00
WINDOW VINYL DH GBC	EA		\$ -	\$ -
TRIM HOUSE AS PER PLANS	EA	1645	\$ 2.00	\$ 3,290.00
LOCKSET PACKAGE	EA	1	\$ 600.00	\$ 600.00
DOOR STOPS	EA		\$ -	\$ -
EXTERIOR DOORS	EA	2	\$ 250.00	\$ 500.00
INTERIOR DOORS	EA	0	\$ -	\$ -
GARAGE DOOR W/ OPENER	EA		\$ -	\$ -
ATTIC STAIRWAY 10' ENG SAVER	EA	1	\$ 250.00	\$ 250.00
MAIL BOX	EA	1	\$ 75.00	\$ 75.00
HOUSE NUMBERS	EA	1	\$ 20.00	\$ 20.00
CLOSET 12' SHELVES W/ RODS AND PANTRY/LINEN	LF	1	\$ 1,000.00	\$ 1,000.00
Total				\$ 28,230.00
FLOORS CARPET /TILE				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
FLOORING CARPET	SY	75	\$ 20.00	\$ 1,500.00
LAMINATED WOOD	EA	635	\$ 3.50	\$ 2,222.50
CERAMIC TILE (BATH & KITCHEN)	SF		\$ -	\$ -
CERAMIC TILE WALLS (AROUND MASTER TUB)	SF	261	\$ 6.00	\$ 1,566.00
VINYL	SF		\$ -	\$ -
1/4 ROUND	LF		\$ -	\$ -
Total				\$ 5,288.50
Description of work to be completed:				
DRYWALL/ PLASTER				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
1/2 IN DRYWALL 1467	SF	120	\$ 25.00	\$ 3,000.00
TEXTURE CEILING	SF		\$ -	\$ -
1/2 IN GREEN BOARD DRYWALL	SF		\$ -	\$ -
Total				\$ 3,000.00
PLUMBING				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
PLUMBING PACKAGE	SF	1	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

			\$ -	\$ -
Total				\$ -
Includes all fittings, connections to fixtures, hangers, and removal of existing water lines.				
Electrical				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
ELECTRICAL PACKAGE	SF	1645	\$ -	\$ -
ALARM SYSTEM	EA	1	\$ -	\$ -
LIGHT FIXTURES ALLOWANCE	LS	1	\$ 2,500.00	\$ 2,500.00
Total				\$ 2,500.00
HEATING & AIR				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
HEATING & AIR 14 SEER	TON	2.5	\$ -	\$ -
DUCTS / VENTS PER CODE	SF	1	\$ -	\$ 107.94
AC CAGES	EA	1	\$ -	\$ -
Total				\$ 107.94
CABINETS & APPLIANCES				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
BASE CABINETS & WALL CABINETS	LF	1	\$ -	\$ -
COUNTER TOPS	LF		\$ -	\$ -
APPLIANCE PACKAGE	EA	1	\$ 3,200.00	\$ 3,200.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total				\$ 3,200.00
PAINTING EXTERIOR/ INTERIOR				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
PAINT 2 COATS SMOOTH CEILING	SF	1423	\$ -	\$ -
PAINT 2 COATS WALL PAINTING	SF		\$ -	\$ -
PAINT EXTERIOR HARDIE PLANK SIDING	SF	1645	\$ -	\$ -
PAINT HARDIE TRIM	LF		\$ -	\$ -
PAINT HARDIE SOFFIT	LF		\$ -	\$ -
Total				\$ -
BATHROOM ACCESSORIES				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
BATHROOM ACCESSORIES	EA	1	\$ 800.00	\$ 800.00
	EA		\$ -	\$ -
	EA		\$ -	\$ -

	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
	EA		\$ -	\$ -
Total				\$ 800.00
INSULATION				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
R30 INSULATION ATTIC	SF	1	\$ -	\$ -
RIGID BOARD FOR AIR SEAL	SF		\$ -	\$ -
R13 INSULATION WALL	SF		\$ -	\$ -
Total				\$ -
DEMOLITION & CLEAN -UP				
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL
CLEAN HOUSE	EA	1645	\$ -	\$ -
BLOWER DOOR TESTING	EA	1	\$ -	\$ -
DUMPSTER	EA	2	\$ -	\$ -
Total				\$ -
RECAP OF SECTIONS				
Description				TOTAL MATERIAL
FOUNDATION / MASONRY				\$ 14,639.25
EXTERIOR				\$ 10.00
SIDING				\$ 6,250.00
ROOFING				\$ 3,000.00
FRAMING & FINISH CARPENTRY				\$ 28,230.00
FLOORS CARPET /TILE				\$ 5,288.50
DRYWALL/ PLASTER				\$ 3,000.00
PLUMBING				\$ -
ELECTRICAL				\$ 2,500.00
HEATING & AIR				\$ 107.94
CABINETS & APPLIANCES				\$ 3,200.00
PAINTING EXTERIOR/ INTERIOR				\$ -
BATHROOM ACCESSORIES				\$ 800.00
INSULATION				\$ -
DEMOLITION & CLEAN -UP				\$ -
TOTALS				\$ 67,025.69

Cost per sf heated
Cost per sf heated plus garage

\$131.79
\$114.01

PERMITS
2-10 WARRANT
TOTAL WRITING

Total				

CONTRACTOR J Lovett Homes

ACCEPTED: _____ **TITLE** _____

PREPARED BY: J lovett

Contractor Work Write-up

ST GA

Hawthorne Welcher-Director

CLUDING CONTINGENCY) **\$ 188,899.00**

\$ 188,899.00

FEET) , EA (EACH) , LS (LUMP SUM), YD(YARD)

COLUMN F LABOR COST PER UNIT	COLUMN G TOTAL LABOR	COLUMN H TOTAL COST MAT & LABOR	COLUMN I PROFIT & OVER HEAD	TOTAL COST PER SECTION
	Contractor:	J Lovett Homes & Construction LLC		
	Profit & Overhead Percentage:	16%		
Total House Sq. Ft.		1,645		
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 6.00	\$ 1,320.00	\$ 1,320.00	\$ 211.20	\$ 1,531.20
\$ -	\$ -	\$ 1,600.00	\$ 256.00	\$ 1,856.00
\$ -	\$ -	\$ 200.00	\$ 32.00	\$ 232.00
\$ 150.00	\$ 1,500.00	\$ 4,000.00	\$ 640.00	\$ 4,640.00
\$ 75.00	\$ 150.00	\$ 462.00	\$ 73.92	\$ 535.92
\$ 75.00	\$ 1,125.00	\$ 3,465.00	\$ 554.40	\$ 4,019.40
\$ -	\$ 50.00	\$ 900.00	\$ 144.00	\$ 1,044.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4.00	\$ 400.00	\$ 550.00	\$ 88.00	\$ 638.00
\$ 2.50	\$ 1,500.00	\$ 2,700.00	\$ 432.00	\$ 3,132.00
\$ 2.00	\$ 330.00	\$ 701.25	\$ 112.20	\$ 813.45
\$ -	\$ -	\$ 385.00	\$ 61.60	\$ 446.60
\$ -	\$ -	\$ 400.00	\$ 64.00	\$ 464.00
\$ 0.55	\$ 660.00	\$ 1,520.00	\$ 243.20	\$ 1,763.20
\$ 0.55	\$ 275.00	\$ 450.00	\$ 72.00	\$ 522.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 50.00	\$ 300.00	\$ 1,236.00	\$ 197.76	\$ 1,433.76
\$ 50.00	\$ 500.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00

\$ -	\$ 1,174.00	\$ 1,174.00	\$ 187.84	\$ 1,361.84
\$ -	\$ -	\$ 300.00	\$ 48.00	\$ 348.00
\$ -	\$ -	\$ 300.00	\$ 48.00	\$ 348.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 500.00	\$ 80.00	\$ 580.00
\$ -	\$ -	\$ 400.00	\$ 64.00	\$ 464.00
\$ 5.00	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 1,450.00
\$ 650.00	\$ 650.00	\$ 650.00	\$ 104.00	\$ 754.00
\$ -	\$ -	\$ 360.00	\$ 57.60	\$ 417.60
	\$ 11,184.00	\$ 25,823.25	\$ 4,131.72	\$ 29,954.97

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 100.00	\$ 400.00	\$ 410.00	\$ 65.60	\$ 475.60
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 672.00	\$ 4,872.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 4,600.00	\$ 4,610.00	\$ 737.60	\$ 5,347.60

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 150.00	\$ 3,750.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 480.00	\$ 3,480.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,000.00		\$ 4,000.00	\$ 640.00	\$ 4,640.00
	\$ 10,750.00	\$ 17,000.00	\$ 2,720.00	\$ 19,720.00

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 60.00	\$ 1,500.00	\$ 4,500.00	\$ 720.00	\$ 5,220.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

ngle ridge cap.

	\$ 1,500.00	\$ 4,500.00	\$ 720.00	\$ 5,220.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 4.50	\$ 7,402.50	\$ 25,497.50	\$ 4,079.60	\$ 29,577.10
\$ -	\$ -	\$ 900.00	\$ 144.00	\$ 1,044.00
\$ -	\$ -	\$ 3,500.00	\$ 560.00	\$ 4,060.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.50	\$ 2,467.50	\$ 5,757.50	\$ 921.20	\$ 6,678.70
\$ -	\$ -	\$ 600.00	\$ 96.00	\$ 696.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 500.00	\$ 80.00	\$ 580.00
\$ 1.50	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 250.00	\$ 40.00	\$ 290.00
\$ -	\$ -	\$ 75.00	\$ 12.00	\$ 87.00
\$ -	\$ -	\$ 20.00	\$ 3.20	\$ 23.20
\$ -	\$ -	\$ 1,000.00	\$ 160.00	\$ 1,160.00
	\$ 9,870.00	\$ 38,100.00	\$ 6,096.00	\$ 44,196.00

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 4.00	\$ 300.00	\$ 1,800.00	\$ 288.00	\$ 2,088.00
\$ 3.50	\$ 2,222.50	\$ 4,445.00	\$ 711.20	\$ 5,156.20
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3.50	\$ 913.50	\$ 2,479.50	\$ 396.72	\$ 2,876.22
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,436.00	\$ 8,724.50	\$ 1,395.92	\$ 10,120.42

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 30.00	\$ 3,600.00	\$ 6,600.00	\$ 1,056.00	\$ 7,656.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,600.00	\$ 6,600.00	\$ 1,056.00	\$ 7,656.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 10,000.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 4.75	\$ 7,813.75	\$ 7,813.75	\$ 1,250.20	\$ 9,063.95
\$ 650.00	\$ 650.00	\$ 650.00	\$ 104.00	\$ 754.00
\$ -	\$ -	\$ 2,500.00	\$ 400.00	\$ 2,900.00
	\$ 8,463.75	\$ 10,963.75	\$ 1,754.20	\$ 12,717.95
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 3,750.00	\$ 9,375.00	\$ 9,375.00	\$ 1,500.00	\$ 10,875.00
\$ -	\$ -	\$ 107.94	\$ 17.27	\$ 125.21
\$ 450.00	\$ 450.00	\$ 450.00	\$ 72.00	\$ 522.00
	\$ 9,825.00	\$ 9,932.94	\$ 1,589.27	\$ 11,522.21
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 1,440.00	\$ 10,440.00
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ 3,200.00	\$ 512.00	\$ 3,712.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 9,000.00	\$ 12,200.00	\$ 1,952.00	\$ 14,152.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 2.75	\$ 3,913.25	\$ 3,913.25	\$ 626.12	\$ 4,539.37
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.75	\$ 2,878.75	\$ 2,878.75	\$ 460.60	\$ 3,339.35
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 6,792.00	\$ 6,792.00	\$ 1,086.72	\$ 7,878.72
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00
LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 560.00	\$ 4,060.00
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,500.00	\$ 3,500.00	\$ 560.00	\$ 4,060.00

LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
\$ 0.35	\$ 575.75	\$ 575.75	\$ 92.12	\$ 667.87
\$ 450.00	\$ 450.00	\$ 450.00	\$ 72.00	\$ 522.00
\$ 450.00	\$ 900.00	\$ 900.00	\$ 144.00	\$ 1,044.00
	\$ 1,925.75	\$ 1,925.75	\$ 308.12	\$ 2,233.87

SUM TOTAL WRITE-UP

\$ 187,539.74

	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
	\$ 11,184.00	\$ 25,823.25	\$ 4,131.72	\$ 29,954.97
	\$ 4,600.00	\$ 4,610.00	\$ 737.60	\$ 5,347.60
	\$ 10,750.00	\$ 17,000.00	\$ 2,720.00	\$ 19,720.00
	\$ 1,500.00	\$ 4,500.00	\$ 720.00	\$ 5,220.00
	\$ 9,870.00	\$ 38,100.00	\$ 6,096.00	\$ 44,196.00
	\$ 3,436.00	\$ 8,724.50	\$ 1,395.92	\$ 10,120.42
	\$ 3,600.00	\$ 6,600.00	\$ 1,056.00	\$ 7,656.00
	\$ 10,000.00	\$ 10,000.00	\$ 1,600.00	\$ 11,600.00
	\$ 8,463.75	\$ 10,963.75	\$ 1,754.20	\$ 12,717.95
	\$ 9,825.00	\$ 9,932.94	\$ 1,589.27	\$ 11,522.21
	\$ 9,000.00	\$ 12,200.00	\$ 1,952.00	\$ 14,152.00
	\$ 6,792.00	\$ 6,792.00	\$ 1,086.72	\$ 7,878.72
	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 1,160.00
	\$ 3,500.00	\$ 3,500.00	\$ 560.00	\$ 4,060.00
	\$ 1,925.75	\$ 1,925.75	\$ 308.12	\$ 2,233.87
	\$ 94,646.50	\$ 161,672.19	\$ 25,867.55	\$ 187,539.74

				\$ -
				\$ 729.26
ITY				\$ 630.00
E-UP				\$ 188,899.00
	\$ -	\$ -	\$ -	\$ -
DATE HIRED _____ BY _____				
DATE _____				
REVISED 3/24/2023				



Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

TO: Garnett L. Johnson, Mayor

THRU: Wayne Brown, General Counsel

FROM: Hawthorne Welcher, Jr, Director, HCD

CC: Takiyah Douse, Interim Administrator

DATE: May 1, 2023

SUBJECT: Contract for Signatures, AMI (Antioch Ministries Inc)

BACKGROUND

In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing and Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

Enclosed are three (3) contracts for signature between Augusta, Georgia’s Housing and Community Development Department (HCD) and AMI

FACTS

This agreement involves new construction for one (1) single-family housing unit within the Laney Walker/Bethlehem area identified as 1242 Holley Street

AUTHORIZATION

1. HCD requests the review, approval, and signature of the enclosed contracts from the Augusta, Georgia Law Department.
2. HCD requests the contracts reviewed, approved, and signed by the Augusta, Georgia Law Department office be forwarded to the Interim City of Augusta Administrator and Mayor for execution.

Enclosures: 1. Commission Approval: 2022 HCD Contract Process
2. Commission Legal Approval: December 6, 2022

cc: Wayne Brown, General Counsel



Administrative Services Committee Meeting

Meeting Date: 05/09/2023

HCD_ Watson Pointe: Affordable Mixed Used Rental Housing Project Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve HCD's request to loan HOME Funds, in the amount of \$520k, for construction of Watson Pointe partnership with Woda Cooper Development and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only.

Background: Project Overview Information

- This development would be a mixed used (housing + commercial) affordable apartment development.
- This development would not be a public housing project.
- This development's total development costs (TDC) is \$16.0M.
- HCDs potential commitment (contingent upon DCA application approval) would be a loan of **\$520,000 (HOME Funds) @ 1% AFR, 20 years (w/ 30-year amort.)**.
- HCDs commitment would be 3% of Total Development Costs
- If tax credits are awarded, construction would start approximately Quarter1 2024 with an Quarter2 2025 Placed in Service Date.
- HOME funds would not be needed until 2024 and spread out evenly over 2024 and 2025 respectively.
- HOME funds would be used for all construction hard costs related to the 52-unit development.
- Property Location:(tax map/parcel #'s: 036-3-003-00-0; 036-2-041-00-0, 1.33 acres).

Project Specific Information

- Woda Cooper Development, Inc. and Parallel Housing Inc. are proposing to develop 1427 & 1437 Broad St. with 52 units for Elderly (62+) (general occupancy) in Augusta, Richmond County, Georgia.
- The development is being named Watson Pointe. Watson Pointe is ideal for this senior development as it is close to proximity to downtown and within a quarter of a mile of a bus stop that services 4

routes. That stop is located on the corner of Broad St and Fourteenth St. Watson Pointe will have 63 off-street parking spaces in total (1.2 parking spaces per unit). Also, the site is a 3-minute, 0.7 mile drive to and from the Piedmont Augusta Hospital.

- Woda Cooper Development, Inc., a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia.
- Watson Pointe will be a new construction 4-story building with an elevator. The unit split will be 34 one-bedroom units, and 18 two-bedroom units; with a total of 52 units, with 16 units having rental assistance vouchers provided by the Augusta Housing Authority. 16 units will be reserved for the residents earning up to 30% of the Area Median Income (AMI), 12 units for residents earning up to 60% AMI, and 24 units up to 80% AMI.
- The development will have 2,862 square feet of commercial space that will be divided into 3 units. \
- The commercial space will be located at the corner of Broad St and St. Sebastian Way.
- Watson Pointe will have a covered picnic area with grills, a community room, art & crafts center, and an equipped computer room.
- The residential units will offer quality amenities such as high efficiency HVAC, range, refrigerator, dishwasher, microwave oven, washer/dryer hookups, LVT flooring, window blinds, and ceiling fans.
- The site location is perfect for such development and the recent market study disclosed a strong demand for affordable housing in Augusta. The development is within the boundaries of the Downtown Redevelopment Plan and within a QCT.
- The Watson Pointe Site has a full range of amenities nearby, along the vibrant Broad Street corridor. Close to Augusta's historical downtown, including restaurants, churches, medical facilities, and other retail stores all within a mile from this location.
- The development team is experienced in building sustainable developments and all their developments in Georgia have obtained LEED for Homes Gold or Platinum certifications. This development will comply with the LEED for Homes program.
- The property would have recorded covenants restricting the use of this property for affordable housing (LIHTC development) for 30 years.

Developer Information

Woda Cooper Companies, Inc.:

- Formed in 1990
- Privately owned by Jeff Woda and David Cooper
- Headquarters: Columbus, Ohio. Regional office in Savannah Office (Denis Blackburne, Senior VP)
- Develop multifamily housing in 15 states
- Developed 350+ properties
- Focus on affordable/workforce housing
- Industry leader, consistently among top 15 developers nationally, currently ranked 10th
- Manage over 13,500 units
- Long-term owners (only ever sold one property)

Parallel Housing, Inc.

- Non-profit 501 (c) 3 organization based out of Athens, Georgia
- 19 years' experience in the Georgia affordable housing market
 - Gregg Bayard, Executive Director
- Mission is to provide energy efficient, sustainable affordable housing to communities in need

- First LEED Certified affordable housing development in the southeast (Sustainable Fellwood in Savannah)
- Also partnered with Woda Cooper in developments in Kentucky, and currently working on possibilities in South Carolina and Iowa

Item 3.

Year Credits Awarded by DCA	Development Name	Location	Construction Type	Tenant Base	Number of Units
2016	Adair Court	Atlanta	New Constr.	Senior	91
2015	Mallalieu Pointe	East Point	New Constr.	Multifamily	67
2014	Silver Lakes	Madison	New Constr.	Senior	44
2003	Stanton Oaks	Atlanta	Rehab	Multifamily	43
2010	Harmony Greene	Pooler	New Constr.	Multifamily	50
2003	Montgomery Landing	Savannah	New Constr.	Multifamily	110
2007	Sustainable Fellwood I	Savannah	New Constr.	Multifamily	140
2009	Sustainable Fellwood III	Savannah	New Constr.	Senior	100
2009	Sustainable Fellwood II	Savannah	New Constr.	Multifamily	110

Together Woda Cooper and Parallel Housing have developed the following properties in Georgia
 2 other properties are currently under construction: Canaan Crossing in Madison (60 townhome units) and Stanton Park in Atlanta (56 Multifamily units)

Analysis: Motion to approve HCD's request to develop Senior affordable housing units and commercial space (for small business access) on Broad Street, located at 1427 & 1437 Broad Street.

Financial Impact: HCD is committed to providing The Watson Pointe development loan funding in the amount of Five Hundred Twenty Thousand and 00/100 Dollars (\$520,000.00) via our HOME Investment Partnerships Program (50% in 2024 & 50% in 2025). Additionally, please be advised that, 100% of this funding is being committed to Watson Pointe, as a loan for 20 years at one percent (1%) interest per annum (loan will be amortized over the 30 years) and will take second position to bank debt. This commitment is contingent upon DCA's application approval.

Alternatives: Deny HCDs Approval Request

Recommendation: Motion to approve HCDs request to loan HOME Funds, in the amount of \$520k, for construction of Watson Pointe in partnership with Woda Cooper Development, Inc. and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only.

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

Home Project Funds:
GL Code: 221073212-5225110

REVIEWED Procurement

AND Finance

APPROVED Law

BY: Administrator

Clerk of Commission













Administrative Services Committee Meeting

Meeting Date: 05/09/2023

HCD Augusta, Georgia's Public Facility Grant Award with Living in Purpose Approval Request

Department:	HCD
Presenter:	Hawthorne E. Welcher, Jr., Director and/or Staff
Caption:	Motion to approve Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center.
Background:	<p>With the Commission's Approval of the FY2021 HUD Annual Action Plan for Augusta, Georgia at the April 11, 2023 Administrative Services Committee meeting and April 18, 2023 Full Commission Meeting, HCD has since moved to solicit applications for this funding opportunity from public service agencies in Augusta.</p> <p>With approval of the award to Living in Purpose, HCD staff can then move forward in partnership to begin program implementation and solicitation of services to improve the service delivery model provided by Living in Purpose in the community.</p>
Analysis:	This CDBG Public Facility award will allow for partnership between Augusta, Georgia and Living in Purpose to provide high-quality skill building and enrichment opportunities for youth, specifically in the 15 th Street corridor neighborhood near Josey High School where the facility is located.
Financial Impact:	The CDBG Public Facility Project represented in this item as partnership between Augusta, Georgia and the GABCC utilizes \$100,000 in funding made available in Augusta's FY2021 HUD CDBG budget.

Alternatives:

Do not approve Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center.

Recommendation:

Approve Augusta, Georgia's Public Facility Grant Award with Living in Purpose for \$100,000 utilizing Community Development Block Grant funds in support of facility upgrades at the Purpose Center.

Funds are available in the following accounts:

HUD / Community Development Block Grant
GL/JL Codes: 221073211/5211119 – OTHER OFFICIAL/ADMIN

REVIEWED AND APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

**AGREEMENT BETWEEN AUGUSTA, GEORGIA
AND
Living In Purpose**

2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This Agreement is made and entered into this 1 day of January 2023, by and between Augusta, Georgia, by and through the Augusta, Georgia Commission, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as “Grantee”), and Living In Purpose, (hereinafter referred to as the “Sub recipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub recipient to assist the Grantee in utilization of such funds;

WHEREAS, Living In Purpose acknowledges and agrees to comply with all relevant Federal and applicable Local guidelines related to the administration of this Agreement;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

Unless otherwise specified, the following terms used herein shall be defined as listed below in this Article I.

Act

Means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.).

Annual Plan

The one-year portion of a Participating Jurisdiction's Consolidated Plan (see definition of "Consolidated Plan"). It includes the PJ's annual application for HOME funds, HOPWA and ESG

Business Concern

Means businesses that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Consolidated Plan

A document written by a State or local government describing the housing needs of the low- and moderate-income residents, outlining strategies to meet the needs and listing all resources available to

implement the strategies. This document is required to receive HUD Community Planning and Development funds.

Community Development Block Grant (CDBG) Program or Program

The term “Community Development Block Grant (CDBG) Program”, or “Program” shall mean that program administered by the Augusta, Georgia Housing and Community Development Department funded by a Community Development Block Grant. Such grant shall be that which has been applied for by Augusta, Georgia, and awarded by the U.S. Department of Housing and Urban Development (HUD) as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

C.F.R.

HUD's section of the Code of Federal Regulations (CFR) is Title 24 and is often referenced as 24 CFR. Chapter IX of 24 CFR, entitled Office of Assistant Secretary for Public and Indian Housing, Department of Housing and Urban Development, applies to programs administered by the Office of Public and Indian Housing.

Covered Person

For purposes of 24 CFR 5, subpart I, and parts 966 and 982, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Department

The term “Department” shall mean the Augusta, Georgia Housing and Community Development Department.

Grant

A federal grant is an award of financial assistance from a federal agency to a recipient to carry out a public purpose of support or stimulation authorized by a law of the United States. Federal grants are not federal assistance or loans to individuals.

Grantee

The term “Grantee” shall mean Augusta, Georgia. Augusta, Georgia is a consolidated form of government, a political subdivision of the State of Georgia. Augusta, Georgia may be referenced as “Augusta”.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

HUD

The term “HUD” shall mean the U. S. Department of Housing and Urban Development.

Low- and Moderate-Income Household

The term “Low- and Moderate-Income Household” shall mean a household having a total income equal to or less than the Section 8 low income limit established by HUD **Low and Moderate Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having a total income equal to or less than the U.S. Department of Housing and Urban Development (HUD) established Section 8 low income limit. This limit has been set as 80% of Area Median Income. Individuals not related by birth or by marriage will be considered as one-person families for this purpose.

Participating Jurisdiction

The term given to any State or local government that HUD has designated to administer a CDBG Program. HUD designation as a PJ occurs if a State or local government meets the funding thresholds, notifies HUD that it intends to participate in the program, and obtains approval by HUD of a Consolidated Plan.

Personal Property

Property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.

Project

The term “Project” shall mean the objective established for the expenditure of CDBG funds as set forth in Article III hereto entitled “Scope of Services and Timetable.”

Small Business

Means a business that meets the criteria set forth in Section 3 (a) of the Small Business Act, as amended (15 U.S. C. 632), and “Minority and Women’s Business Enterprise” shall mean a business at least fifty-one percent (51%) percent owned and controlled by minority group members or women. For the purposes of this definition section, the following terms shall be defined as follows: “minority group members” shall mean are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as Minority and Women Business Enterprises.

Sub recipient

A public agency or nonprofit organization selected by a participating jurisdiction to administer all or a portion of the participating jurisdiction’s CDBG Program. A public agency or nonprofit organization that receives CDBG funds solely as a developer or owner of housing is not a Sub recipient.

U.S.C.

United States Code, "the codification by subject matter of the general and permanent laws of the United States,"

ARTICLE II: PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as conditions precedent for the undertakings and commitments included within the following

provisions. These statements, representations, and explanations may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- A. Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for Community Development into a single program of Community Development Block Grants (hereinafter "CDBG") for the purpose of allowing local discretion in the determination of needs and prioritization of community development. The Mayor, Augusta, Georgia Commission and the citizens of Augusta, Georgia through citizen participation workshops have determined the needs and prioritization of community development in Augusta, Georgia.
- B. Pursuant to HUD regulations, 24 CFR 570.200 (a), certain projects were included in Augusta's CDBG submission to HUD, referred to as the Annual Plan. Augusta determined that each of the individual projects included in the Annual Plan address one or more of the following three national objectives:
 - 1. Activities benefiting low and moderate income persons;
 - 2. Activities which aid in the prevention or elimination of slum and/or blight;
 - 3. Activities designed to meet community development needs having a particular urgency.

Augusta has determined that the Project is a CDBG eligible activity because it addresses one or more of these objectives.

- C. Under the rules and regulations of HUD, Augusta is administrator for the Program. Augusta is mandated to comply with various statutes, rules and regulations of the United States, pertaining to the allocation and expenditure of funds, as well as the protection of the interest of certain classes of individuals residing in Augusta.
- D. The Grantee is desirous of disbursing the funds to the Sub recipient for use in the Project. Further, as a condition precedent to the release of CDBG funds to the Sub recipient, the Grantee, as Administrator for the Program must obtain the assurance from the Sub recipient of full compliance with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or Augusta relating to the Project and the Program.

ARTICLE III: PROJECT

The Grantee agrees to reimburse the Sub recipient in an amount not to exceed **One Hundred Thousand Dollars (\$100,000.00)** (hereinafter the "Grant") to implement the following project(s):

Facility Upgrades and Renovation of Living In Purpose's Purpose Center

Sub recipients will provide Renovations of Living In Purpose. Said project is more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE IV: NOTICES

Sub recipient and the Grantee agree that all notices required by this Agreement shall be in writing and delivered through one of the following: U.S. Mail (postage prepaid), commercial courier, personal

delivery, facsimile, or other electronic means. Any notice delivered as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee:	Augusta, Georgia Attention: Garnett Johnson, Mayor 535 Telfair Street, 9 th Floor Augusta, Georgia 30901
With copy to:	Housing and Community Development Department Attention: Hawthorne E. Welcher, Jr., Director 510 Fenwick Street Augusta, Georgia 30901
If to Sub recipient:	Yannik Mckie 5001 Gateway Blvd Grovetown, Ga 30813 (404) 374-6999 yannikmckie@gmail.com

ARTICLE V: GENERAL CONDITIONS

A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Sub recipient does not assume the Grantee's environmental responsibilities and (2) the Sub recipient does not assume the Grantee's responsibility for initiating the review process. The Sub recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation; FICA; Retirement; Life and/or Medical insurance; and Workers' Compensation Insurance, because the Sub recipient is an Independent Contractor.

C. Hold Harmless

The Sub recipient shall hold harmless, defend and indemnify the Grantee, and its employees and agents from any and all liabilities, demands, damages, losses, claims, actions, suits, charges, judgments and expenses, including attorney's fees, that arise out of the Subrecipient's performance or nonperformance of the services or subject matter as required in this Agreement.

D. Workers' Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash reimbursements/advances from the Grantee.

The Sub recipient shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Grantee against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Sub recipient in performance of the work during the term of this Agreement.

The Sub recipient shall provide, always that this agreement is in effect, Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

The Sub recipient shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance
- C. Property Damage 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 Insurance –

Grantee will be named as an additional insured with respect to Sub recipient's liabilities hereunder in insurance coverages identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the Grantee, and shall be non-cancellable except on thirty-(30) days' written notice to the Grantee. Such policies shall name the Grantee as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

F. Grantee's Recognition

The Sub recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement, and shall:

- a. Acknowledgement of Augusta as grantee
- b. To label all assets purchased with by as Augusta property, and
- c. Insertion of HUD logo on all publications relating to program funded with CDBG funds.

G. Amendments

1. The Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement; are executed in writing, signed by a duly authorized representative of each organization; and approved by the Grantee's governing body. Such amendments shall not cancel or invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.
2. Further it is understood that the Grantee is responsible to HUD for the administration of funds, Grantee may consider and act upon reprogramming recommendations as proposed by its Sub recipient. In the event that the Grantee approves any modification, amendment, or alteration to the funding allocation, the Sub recipient shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. The Sub recipient shall submit to the Grantee within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.
4. The Department's Director shall be authorized to approve line-item changes to the Sub recipient's budget provided that such changes do not increase in the grant amount set forth in the Project's overall Budget.
5. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons, as it deems necessary. If such amendments result in a change (i) in the funding, (ii) the scope of services, or (iii) schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and Sub recipient.

The Sub recipient shall be allowed only one amendment to this Agreement. No amendment will be granted to extend the agreement beyond the established end date of the grant period.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, including, but not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Sub recipient to the Grantee reports of materially incorrect or incomplete.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Liquidated Damages

For Public Facilities Projects only, the SUB RECIPIENT agrees to pay as liquidated damages to the Grantee the sum of **\$100.00** for each consecutive calendar day after expiration of the Contract Time of Completion Time, except for authorized extensions of time by the Grantee. This Section is independent of the above section dealing with Suspension and Termination. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate the Grantee for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the Grantee from recovering other damages in addition to the payments made hereunder which the Grantee can document as being attributable to the documented SUB RECIPIENT failures. In addition to other costs that may be recouped, the Grantee may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub recipient agrees to comply with 24 CFR 84.21-28; Sub recipient shall (i) adhere to the accounting principles and procedures required therein, (ii) utilize adequate internal controls, and (iii) maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- a) Sub recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.
- b) Sub recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the Grantee under this Agreement
- c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub recipient shall comply with any conditions and timetables set forth in this Agreement. In the event (i) the Sub recipient does not comply with the conditions and/or timetables; (ii) the Sub recipient ceases to exist; or (iii) Sub recipient ceases to provide the services for which the Grant was made, the Sub recipient shall be in default. If the Sub recipient is deemed to be in default, the Sub recipient will not be authorized to carry out another CDBG eligible project. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e) Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the submission date of the Grantee's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, in instances where involving any type of litigation, claims, audits, negotiations or other actions that involve any of the records cited, which have started before the expiration of the seven-year period, shall be retained until the completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee's monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this Agreement is private and confidential. The use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service. In the case of information about a minor, a responsible parent/legal guardian must provide written consent.

5. Close-outs

The Sub recipient's obligation to the Grantee shall continue until all closeout requirements are completed. Activities during the closeout period shall include but are not limited to: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits and Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully explained and corrected by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub recipient audits and OMB Circular A-133, if applicable. If Sub recipient does not expend \$500,000 in Federal funds within the fiscal year, then a financial statement audit shall be submitted to Grantee.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall provide “monthly” reports on all program income [as defined at 24 CFR 570.500 (a)] generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U. S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

Program income anticipated to be generated from the use of CDBG funds for this project is approximately Zero Dollars (\$0).

2. Indirect Costs

If indirect costs are charged, the Sub recipient will develop an Indirect Cost Allocation Plan for determining the Sub recipient’s appropriate share of administrative costs. Sub recipient shall submit such plan to the Grantee for approval, by using a form to be specified by the Grantee.

3. Invoicing and Payment Procedures

a) In order to obtain reimbursement from the Grantee in connection with the Project, Sub recipient shall provide the following information:

- (1) Sub recipient shall submit Monthly Progress Reports for the Project by using the form attached hereto as Exhibit “E”, detailing accomplishments for the report period and the number of participants, which will be listed separately according

to race, sex and female head of household. Additionally, for each Program participant, the Sub recipient shall complete a Participant Income Eligibility Form by using the form attached hereto as Exhibit "D" which shall be submitted with Sub recipient's Monthly Progress Report. The Monthly Progress Report and Participant Income Eligibility Form must be included with all requests for payment until all funds have been expended. In the event that all funds are expended prior to the expiration of the agreement period, reports must continue to be submitted throughout the twelve-month period of the grant cycle.

- (2) The Sub recipient shall submit time sheets as backup documentation for salary reimbursement. In addition, the Sub recipient shall submit mileage, if applicable.
 - (3) Request for reimbursements by Sub recipient shall have the following attached: invoices, cancelled checks, receipts or other documentation evidencing funds expended by Sub recipient.
 - (4) The Grantee agrees to reimburse costs allowable under Federal, State and Local laws and guidelines.
- b) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and Local laws and regulations.
 - c) The Department shall authorize the Grantee's Financial Officer to reimburse the Sub recipient for all costs it determines are eligible for reimbursement, pursuant to the audit. Payments will be made on a monthly basis with a 30-day turnaround period by Grantee. Requests for payments must be received by Grantee not later than the 15th day of each calendar month for work performed during the preceding calendar month. The Sub recipient shall not claim reimbursement from the Grantee for portions of its obligations which have been paid by another source of revenue.
 - d) The Grantee will pay the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient, which is consistent with any approved budget and the Grantee policy concerning payments. The Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Reports

The Sub recipient shall submit Monthly Progress Reports to the Grantee by using the form attached (Exhibit E) as required by the Grantee. Progress reports shall be submitted by the 15th day of the month following prior quarter activities.

5. Annual Reports

The Sub recipient shall submit an Annual Performance Report to the Grantee by using the form (Exhibit F), content as required by the Grantee. The Annual Performance

Report shall be submitted to Grantee by January 15 of the year following the grant period.

D. Procurement

1. Compliance

The Sub recipient shall comply with current Grantee's policy concerning the purchase of equipment. Sub recipient shall maintain inventory records of all non-expendable personal property, as defined by such policy that may be procured with funds provided herein. Personal property means property of any kind except Real Property. All program assets (unexpended program income and/or property) shall revert to the Grantee upon termination of this Agreement.

- a) All procurement transactions, regardless of dollar amount, whether negotiated or advertised, shall be conducted in a manner consistent with the Cost Principles for Non-Profit Organizations, OMB Circular A-110 "Procurement Standards", which provides maximum open free competition.
- b) Sub recipient shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services, as required by Federal guidelines.

Augusta enforces DBE requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. The U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. (A copy of this Order may be obtained at: <http://www.augustaga.gov/index.aspx?NID=1448>). Thus, Augusta, Georgia does not have or operate a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

2. OMB Standards

- 3. Unless specified otherwise within this agreement, the Sub recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.Travel

The Sub recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the Grantee any CDBG funds on hand, and any accounts receivable attributable to the use of the funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub recipient's control which was acquired or improved, in whole or in part, with the funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as the Grantee deems appropriate.
3. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.
4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be:
 - a) Transferred to the Grantee for the CDBG program, or
 - b) Retained after compensating the Grantee for an amount equal to the current fair market of the equipment.

ARTICLE VII: RELOCATION REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with each of the following (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (ii) the requirements of 24 CFR 570.606 (c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iii) the requirements in 24 CFR 570.606 (d) governing optional relocation policies. (The Grantee shall have the authority to preempt the optional policies.) The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to

comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

ARTICLE VIII: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

- a) The Sub recipient agrees to comply with the following: Title VI of the Civil Rights Act of 1964 as amended; Title VII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further, the Sub recipient understands and agrees that it will immediately take any measures necessary to effectuate this policy. For the benefit of interested parties, all subcontractors will be notified of the policy provisions. Notice of the policy will be placed in plain sight at the Project location.

2. Nondiscrimination

The Sub recipient agrees to comply with the Non-discrimination in Employment and Contracting Opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable Non-discrimination provisions in Section 109 of the Housing and Community Development Act also apply.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), 24 CFR 570.601 and 24 CFR 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, which prohibits discrimination as herein defined, in the sale, lease, rental, use, or occupancy of such land, or in any improvements erected or to be erected thereon. Such covenant shall provide that the Grantee and the United States are beneficiaries of such covenant and are entitled to enforce such. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures, as are necessary to enforce such covenant, and agree it will not so discriminate.

4. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally Assisted Program. The Grantee shall provide the Sub recipient with all applicable guidelines necessary for compliance with said section throughout the term of this Agreement.

B. U.S. President Executive Order 11246

1. Approved Plan

The Sub recipient agrees that pursuant to the Grantee's specification, it shall be committed to carry out the principles provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide program guidelines to the Sub recipient to assist in the formulation of such program, and the Sub recipient shall submit a plan for approval prior to the award of funds.

2. Women-and Minority-Owned Businesses (W/MBE) (24 CFR 570.610 & Part 84 applies)

In accordance with 24 C.F.R. 570.610 and Part 84, the Sub recipient will use its best efforts to afford Small Businesses, Minority Business Enterprises and Women's Business Enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "Small Business" shall mean a business that meets the criteria set forth in section 3 (a) of the Small Business Act, as amended (15 U.S. C. 632), and "Minority and Women's Business Enterprise" shall mean a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For purposes of this section, the following terms shall be defined as follows: "minority group members" shall mean African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as Minority and Women business Enterprises, in lieu of an independent investigation.

Disclaimer: Augusta enforces DBE requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. The U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. (A copy of this Order may be obtained at: <http://www.augustaga.gov/index.aspx?NID=1448>). Thus, Augusta, Georgia does not have or operate a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

3. Access to Records

The Sub recipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder. Sub recipient will permit access to its books, records, and accounts to the Grantee, HUD and its agent, or other authorized Federal officials, for purposes of investigation to determine and ensure compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Sub recipient will provide a notice to each Labor Union or representative of workers with which it has a collective bargaining agreement, other agreement, and/or understanding, which advises the Labor Union or worker's representative of the Sub recipient's commitments contained herein and requiring the posting of copies of the notice in conspicuous places available to employees and applicants for employment. Such notice shall be provided by the Agency Contracting Officer.

5. Equal Employment Opportunity (EEO) Statement

The Sub recipient shall state that it is an Equal Opportunity employer in all solicitations or advertisements for employees posted and/or advertised by or on behalf of the Sub recipient.

6. Subcontract Provisions

The Sub recipient shall include, specifically or by reference, the provisions of the Civil Rights Act, Paragraphs VIII. A and B, in every contract or purchase order making such provisions binding upon each of its own subcontractors and/or if its other type of subcontractor.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for any of the following activities: political, inherently religious, lobbying, political patronage and/or nepotism.

2. Labor Standards

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the following: Davis-Bacon Act, as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*); and all other applicable Federal State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Further, the Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with the Hour and Wage requirements of said part. Such documentation shall be made available to the Grantee, upon request, for review.

The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part, with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts. Further, said contractors shall comply with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required

under the regulations are imposed by State or Local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted provisions meeting the requirements of this paragraph in all such contracts subject to such regulations.

3. “Section 3” Clause

a) Compliance

Compliance with each of the following shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, Sub recipient and any of the Sub recipient’s subcontractors and: the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the Grantee, the Sub recipient and any of the Sub recipient’s subcontractors and, their successors and assigns, to sanctions specified by the agreement through which Federal assistance is provided. The Sub recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with the “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located.”

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a Housing Rehabilitation (including reduction and abatement of lead-based paint hazards), Housing Construction, or other Public Construction Project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs. Sub recipient further agrees, where feasible to award contracts for work undertaken in connection with a Housing Rehabilitation (including reduction and abatement of lead-based paint hazards), Housing Construction, or other Public Construction Project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other HUD programs.

The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub recipient agrees to send a Notice to each labor organization or representative of workers with which it has a collective bargaining agreement, other agreement and/or understanding, if any, advising said labor organization or worker's representative of its commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action in accordance with the subcontract, upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not enter into any subcontract with any entity that it has notice or knowledge that the subcontractor (the latter) has been found to be in violation of regulations under 24 CFR Part 135, nor will not let any subcontract, unless and until, the entity has first provided a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub recipient shall not assign or transfer any interest in this Agreement, without prior written consent of the Grantee there to provided. However, claims for money due or to become due to the Sub recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a) Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the Grantee.

b) Monitoring

The Sub recipient shall monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee, along with documentation concerning the selection process.

E. Hatch Act

The Sub recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

F. Conflict of Interest

The Sub recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to, the following:

1. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Sub recipient shall participate in the selection, award, or administration of an Agreement supported by Federal funds if an actual or apparent conflict of interest would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities; who are in a position to participate in a decision-making process; or who are in a position to gain inside information with regard to such activities, may obtain a financial interest in any Agreement. Nor shall any such person have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity. Further such persons shall not have a financial interest in any contracts, subcontracts, or agreement with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub recipient, or any designated public agency.

G. Lobbying

The Sub recipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any of the following persons: (i) an officer or employee of any agency, (ii) a Member of Congress, (iii) an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any of the following: (a) Federal contract, (b) the making of any Federal grant, (c) the making of any Federal loan, the entering into of any cooperative agreement, and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence any of the following persons: (i) an officer or employee of any agency, (ii) a Member of Congress, (iii) an officer or (iv) employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, there shall be completed and submitted a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. There shall be language of paragraph (4) of this certification included in the award documents for all sub awards at all tiers (including each of the following: subcontracts, sub grants and Agreements under grants, loans and cooperative agreements), and that all Sub recipients shall certify and disclose accordingly.
4. Lobbying Certification

This certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

I. Religious Activities

The Sub recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), to include, but not limited to, worship, religious instruction, or proselytization.

ARTICLE IX: ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient agrees to comply with the following requirements, insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Act, as amended, 33 U.S.C., 1251 *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance, under the National Flood Insurance Program, is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall list the hazards of lead-based paint and explain the following: (1) symptoms, (2) treatment and (3) precautions that should be taken when dealing with lead-based paint poisoning and (4) the advisability and availability of blood lead level screening for children under the age seven (7). The notice should also state that if lead-based paint is found on the property, that abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, the following may be conducted: paint testing, risk assessment, treatment and/or abatement.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements as set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years (50) old or older, or that are included on a Federal, state or local historic property list.

ARTICLE X: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE XI: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included only for convenience and shall not limit or otherwise effect the terms of this Agreement.

ARTICLE XII: WAIVER

The Grantee's failure to upon a breach by the Sub recipient does not waive the Grantee's right to act upon any subsequent or similar breach of this Agreement by Sub recipient. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision as provided for in this Agreement.

ARTICLE XIII: GOVERNING LAW AND VENUE

The law of the State of Georgia shall govern this Agreement between Grantee and Sub recipient with regard to its interpretation and performance, and any other claims related to this agreement, which are not specifically governed by Federal Law.

All claims, disputes and other matters in question between Grantee and Sub recipient arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia, if not specifically governed by Federal Law. The Sub recipient, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

ARTICLE XIV: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Sub recipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this Agreement.

ARTICLE XV: SUB RECIPIENT ACKNOWLEDGEMENT

"Subrecipient acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Subrecipient is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Subrecipient's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Sub recipient may be precluded from recovering payment for such unauthorized goods or services."

Accordingly, Sub recipient agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Sub recipient provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Sub recipient. Sub recipient assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

ARTICLE XVI: E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

[SIGNATURES ON THE FOLLOWING PAGE]

ARTICLE XVII: COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ATTEST: **AUGUSTA, GEORGIA**
(Grantee)

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah Douse
As Interim Administrator

Date: _____

By: _____
Hawthorne E. Welcher, Jr., Director
Housing & Community Development Department

Date: _____

By: _____
Augusta, GA Law Department
General Counsel

Date: _____

Lena J. Bonner
Clerk of Commission

ATTEST: Living In Purpose
Sub recipient

By: _____
Yannik Mckie, Founder

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub recipient will be responsible for administering Living In Purpose in a manner satisfactorily to the Grantee, according to and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

J. SCOPE OF SERVICES

A. Activities

The Living in Purpose Afterschool Program, Men in Training Mentor Program, Hooping with Purpose Basketball Program, Dream Center Music Program, Gardening Black Farm Street Program, Pod Casting for Purpose Program and Entrepreneurship Legacy Program.

Program Delivery

Sub recipient will provide a public facility for low income and homeless individuals. This project will take place at 1650 Olive Rd Augusta, Ga 30904. Monday – Friday 0900 – 1830. Additional activities and hours as needed which also is to include weekends.

General Administration

The Board of Directors manages the Sub recipient; The Chief Executive Officer manages the agency, finance, and programs; Volunteers support the agency and clients.

B. National Objectives

The Sub recipient certifies that the activity/activities carried out under this Agreement will meet the National Objective to benefit low and moderate income persons

LOW MOD LIMITED CLIENTELE

Sub recipient will meet the requirements provided for in the regulations by requiring information on family size and income. This information will be used to ensure that clients are low to moderate income.

C. LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures

The Sub recipient agrees to provide the following levels of program services:

PROPOSED PERFORMANCE GOAL	PROPOSED PERFORMANCE MEASURE
Media Room Remodeling	Serve more youth overall, measure with monthly meeting, attendance records, increase participation
Upgrade Kitchen	Begin the cooking of the culinary program, partner with other nonprofits & their programs, increase of how many youth fed, measured by monthly meeting, attendance, scorecards
Upgrade Signage	This will help increase the participation by at least 20% of youth and make a impact of the afterschool as it will be visual to everyone eye.

D. Staffing

CEO – Chief Executive Officer – Oversees the staffing, activities, programs and funding that is provided.

COO – Chief Operating Officer – Makes sure the operations of the building & programs are operating as designed and planned.

ADMINISTRATOR – Maintain the required documents from grants, staffing, program participants, requirements for the building and more.

VOLUNTEERS – Provide time and talents weekly need =ed for the programs to run with the proper ration to youth served in the programs.

PURPOSE COACHES – Volunteers that give their time to teach and or instruct in their area of expertise for the various programs.

MENTORS – Guide & participant with the development of moral, values, integrity, respect, & responsibility of Young kings

E. Performance Monitoring

The Sub recipient agrees that the Department may carry out periodic monitoring activities, as determined necessary by the Department. At a minimum, monitoring shall occur annually, but it may occur more frequently if the Department deems it necessary. The Department will provide the Sub recipient advance written notice prior to any monitoring activities. Such monitoring shall consist of (i) evaluating the Sub recipient's compliance with the terms and conditions of this Agreement, and (ii) comparing the Sub recipient's projected Project schedule, budget, and output with its actual performance. Upon request, the Sub recipient shall furnish the Department, the Grantee, or its designee copies of such records and information, as the Department or the Grantee deems necessary. In addition, the Sub recipient shall submit monthly progress reports, as required by this Agreement, and shall prepare other such reports as may be required by the Department, the Grantee, and/or HUD.

The Grantee will monitor the performance of the Sub recipient in accordance with the goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If, Sub recipient does not take corrective

action to address such substandard performance within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub recipient shall start on the latest signature date on this agreement and end December 31, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
Kitchen, Hood & Panel & install, walls, fire suppression system, plumbing for kitchen	\$33,000
Boiler System / Heating & Air	\$12,000
Plumbing through Building / Floor Replacement / Roof	\$55,000
TOTAL	\$100,000

Any amendments to the budget must be in writing and approved, in writing, by the Grantee's Director of the Augusta Housing and Community Development Department.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed One Hundred Thousand Dollars (**\$100,000.00**). Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III, and in accordance with performance.

Payments may be contingent upon certification of the Sub recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub recipient is also responsible for submitting to the Grantee each of the following: (i) monthly progress reports, (ii) time sheets (if applicable), (iii) mileage (if applicable), (iv) invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the Agreement expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub recipient shall operate this project funded through the Augusta Georgia's Community Development Block Grant Program according to the following guidelines:

1. At a minimum, Accounting and related records of Sub recipient shall be comprised of the following:
 - a. Voucher System - All supporting documentation, including, but not limited to, purchase order, invoices, receiving reports, and requisitions.
 - b. Books of Original Entry - Cash receipts, disbursements journal, and general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in an accounting system.
 - d. Personnel Records - Separate personnel files shall be maintained for each project employee. At a minimum, the file shall contain the following: (i) a resume of the employee, (ii) a description of duties assigned, (iii) a record of the date employed, (iv) rate of pay at the time of employment, (v) subsequent pay adjustments, and (vi) documentation supporting leave taken by the employee.
 - e. Attendance Record - Attendance records shall be maintained for all personnel paid with CDBG funds. This shall apply to part-time and full-time personnel. In addition to accounting for daily attendance, the type of leave taken (i.e. annual, sick, or other), shall be disclosed and documented. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose the following information for each employee: (i) name, (ii) job title, (iii) social security number, (iv) date hired, (v) rate of pay, and (vi) all required deductions for tax purposes. Timely quarterly payment of taxes, which are withheld from employees for the Federal Government, and required matching costs, shall be documented in payroll records. In addition, all charges for payroll purposes shall be made and documented in accordance with the budget submitted to the Grantee.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub recipient. All checks, including voided checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Sub recipient is encouraged to use an imprest or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent.

Therefore, Sub recipient is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub recipient use a formal pre-numbered purchase order system where possible and applicable.

- j. Inventories - Sub recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - k. Property Records - Sub recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property held at the end of the fiscal year.
- 2. All project accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.
 - 3. Sub recipient should maintain records in an orderly manner, with systematic identification for different federal time periods. Records must be protected from fire or other perils. If records are stored in a location other than the project site, they shall be readily accessible to the Grantee's staff, HUD officials, and others who may be authorized to examine such records.

EXHIBIT "C"
REPORT SCHEDULE

REPORT	DUE DATE	PERIOD COVERED
Monthly Progress Report	15 th day of each month (Jan. – Dec.)	For Prior Months' Activities
Annual Performance Report	January 15 after year of grant period	Grant Period (Jan 1 – Dec 31)
Audit or Financial Statement	30 days after receipt of Audit Report	Sub recipient's audit period

ATTACHMENTS:

Regulations, Circulars & Local Procurement Policy

1. Community Development Block Grant Entitlement Program 24 CFR 570
2. OMB Circular A-122
"Cost Principles for Non-Profit Organizations"
3. OMB Circular A-110 (Part 84) – Uniform Administrative Requirements
"Grants and Agreements with Institutions of Higher Education, Hospitals, & Other Non-Profit Organizations"
4. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions"
5. The Augusta, Georgia Procurement Code is available on the Augusta, Georgia website, www.augustaga.gov. All Sub recipients shall be responsible for reviewing and/or obtaining a copy of such Code. Sub recipients should contact the Augusta, Georgia Housing and Community Development Department with any questions and/or concerns regarding the Procurement Code.
6. Executive Orders

Forms

1. Reimbursement Request, Checklist & Itemization
2. Participant Income Eligibility "Exhibit D"
3. Monthly Progress Report "Exhibit E"
4. Annual Performance Report "Exhibit F"
5. Income Eligibility Calculation Worksheet
6. FY 2013 Income Limits
7. Time Sheet (Use if applicable)
8. Bid Tabulation (Use if applicable)
9. Quote Tabulation (Use if applicable)
10. Travel Log (Use if applicable)
11. Inventory Form (Use if applicable)



Administrative Services Committee

May 9, 2023

Best Practices and Standard Operating Processes

Department:	N/A
Presenter:	N/A
Caption:	Task each department to identify best practices and implement standard operating processes. (Requested by Mayor Pro Tem Brandon Garrett)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Brandon Garrett <brandon@azaleaoutdoor.com>
Sent: Tuesday, May 2, 2023 3:23 PM
To: Lena Bonner
Subject: [EXTERNAL] Agenda Item

Administrative Services

Task each department to identify best practices and implement standard operating processes.

Thank you,

Brandon Garrett
Sales Manager
706.836.6317



93% of marketers say billboards are essential – essential! – for brand building.

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



Administrative Services Committee

May 9, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Administrative Services Committee held on April 25, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES**

Commission Chamber
Tuesday, April 25, 2023
1:10 PM

ADMINISTRATIVE SERVICES**PRESENT**

Mayor Garnett Johnson
Commissioner Francine Scott
Commissioner Tony Lewis
Commissioner Sean Frantom
Commissioner Jordan Johnson

1. Motion to approve Housing and Community Development Department's (HCD's) request to provide CDBG funding to reconstruct one (1) single family unit, identified as 1216 Branch Street.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

Motion to reconsider the vote.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson.

Motion carries 4-0.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson.

Motion carries 4-0.

2. Motion to approve the development of (1) single-family home, new construction.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

3. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

Motion to reconsider the vote.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson.

Motion carries 4-0.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson.

Motion carries 4-0.

4. Motion to approve the minutes of the Administrative Services Committee held on April 11, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

Motion to reconsider the vote.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson.

Motion carries 4-0.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson.

Motion carries 4-0.