



## **ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA**

Commission Chamber

Tuesday, February 27, 2024

1:05 PM

### **ADMINISTRATIVE SERVICES**

- 1.** Presentation by Mr. Brian Green regarding our City Charter and progress.
- 2.** Motion to approve HCD's residential and land acquisition process to include housing units and vacant lots not to exceed \$200K, as put forth via the attached flow chart.
- 3.** Motion to approve HCD's commercial acquisition process to include commercial units and vacant lots, as put forth via the attached flow chart.
- 4.** Motion to approve Housing and Community Development Department's (HCD) request to enter into a MOU with Zeta Xi Omega Housing Foundation for the purpose of developing two (2) single-family workforce housing units identified as 1103 and 1109 13th Street, within Laney Walker/Bethlehem at a later date.
- 5.** Approve Design Concept Plan for Fleming Tennis Center and continue with the Preliminary and Final Design Process. Concept Plans presented by ISM – Project Manager
- 6.** Approve Design Concept Plan for M.M. Scott Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
- 7.** Approve Design Concept Plan for Hickman Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
- 8.** Motion to approve a Memorandum of Understanding between Augusta, Georgia and the Augusta Convention and Visitors Bureau, Inc. for \$50,000.00 in funding to be granted for the support of festivals and events.
- 9.** Motion to approve the minutes of the Administrative Services Committee held on February 13, 2024.



## Administrative Services Committee

February 27, 2024

Mr. Brian Green

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Presentation by Mr. Brian Green regarding our City Charter and progress.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Nancy Morawski**

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**From:** Brian Green <briangreen2009@gmail.com>  
**Sent:** Thursday, February 22, 2024 4:18 AM  
**To:** Nancy Morawski  
**Subject:** [EXTERNAL] Request to appear before the Administrative Committee

Hello Ms Morawski,

I am requesting to appear before the Administrative Committee on February 27th 2024.

My subject matter will be: Our City Charter and progress.

Could you please let me know if you received this email.

Thanks,

B Green

[**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.]



- ck. past comtee &  
Commission agendas for  
any items to go back  
on current agendas

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## Administrative Services Committee Meeting

Meeting Date: 02/27/2024

HCD\_ Residential and Land Acquisition Process Approval Request

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<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve HCD's residential and land acquisition process to include housing units and vacant lots not to exceed \$200K, as put forth via the attached flow chart.
<b>Background:</b>	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.
<b>Analysis:</b>	<p>The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.</p> <p>Approval of the proposed procedural process will enable continued redevelopment within the community.</p> <p>See Attached Flow Chart</p>
<b>Financial Impact:</b>	Without Commission Approval of a Residential/Land Acquisition Procedural Process, HCD will be unable to move forward with necessary development initiatives containing partnership or contractual elements.
<b>Alternatives:</b>	Do not approve HCD's Request.

**Recommendation:**

Motion to approve HCD's residential and land acquisition process to in housing units and vacant lots not to exceed \$200K, as put forth via the attached flow chart.

Item 2.

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

Not Applicable

**REVIEWED AND APPROVED BY:**

Procurement

Finance

Law

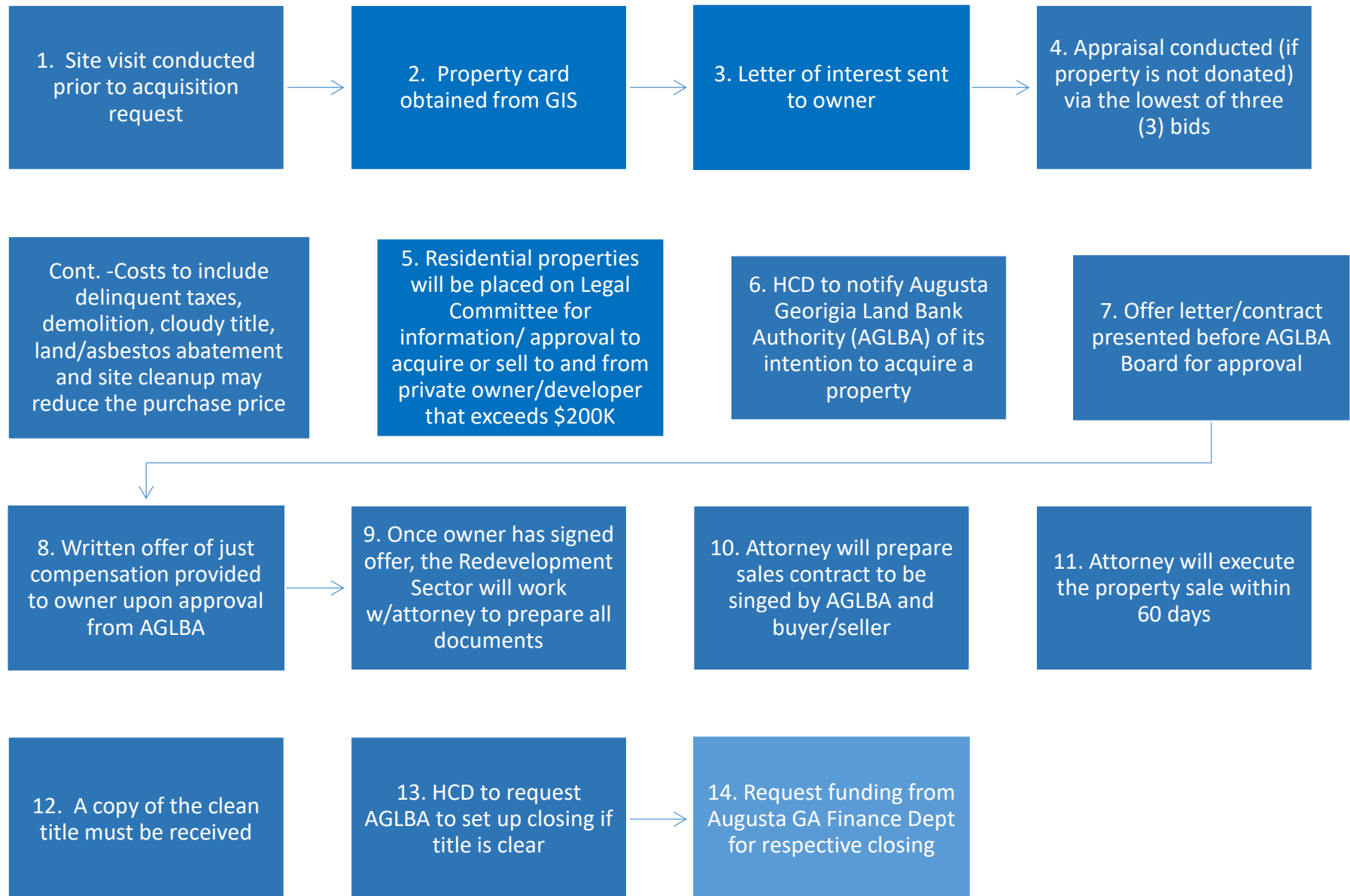
Administrator

Clerk of Commission



# HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT AUGUSTA GEORGIA LAND BANK AUTHORITY ACQUISITIONS PROCESS RESIDENTIAL

Item 2.





## Administrative Services Committee Meeting

Meeting Date: 02/27/2024

### HCD\_ Commercial Acquisition Process Approval Request

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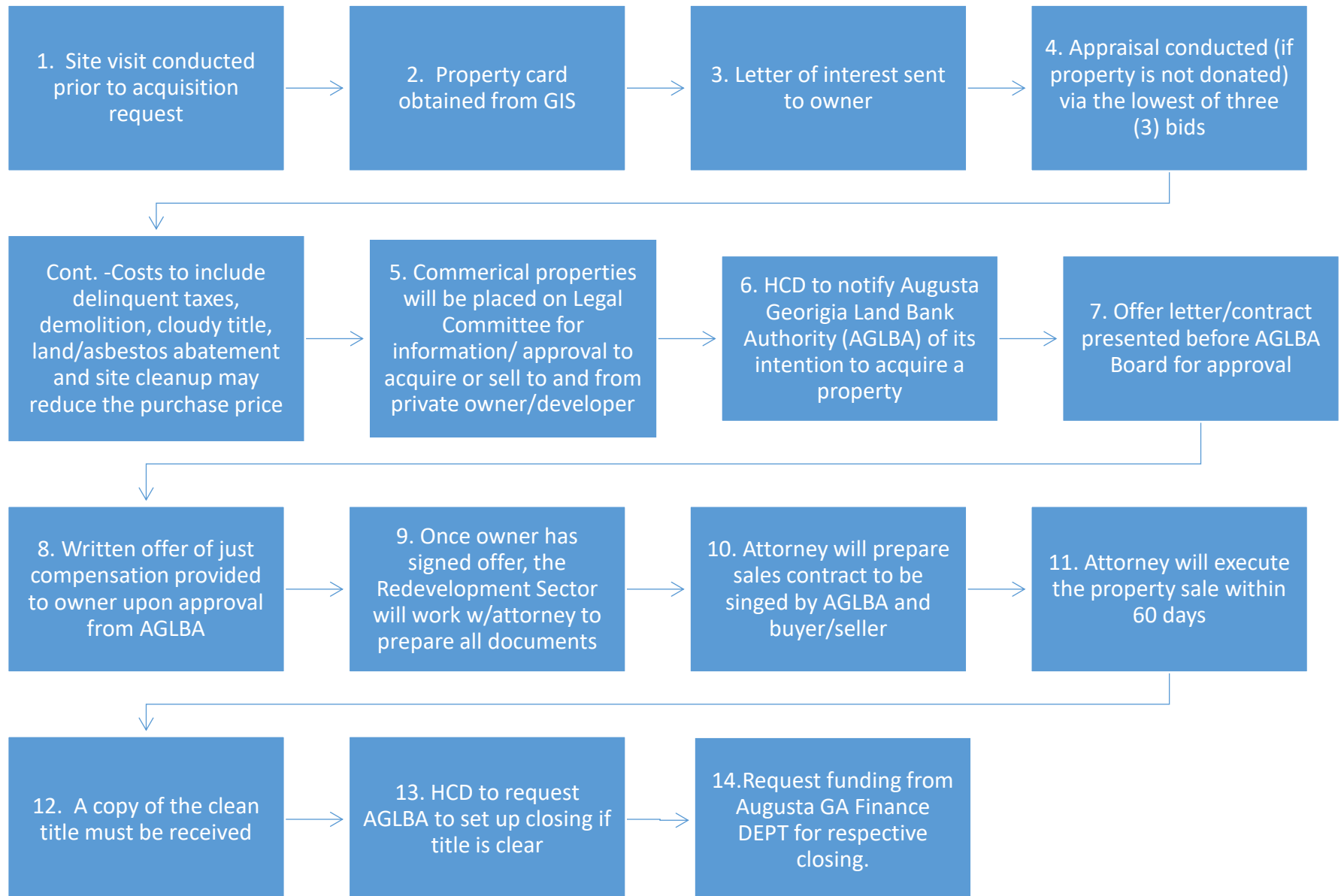
<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve HCD's commercial acquisition process to include commercial units and vacant lots, as put forth via the attached flow chart.
<b>Background:</b>	In 2008, the Augusta Commission passed legislation 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.
<b>Analysis:</b>	<p>The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.</p> <p>Approval of the proposed procedural process will enable continued redevelopment within the community.</p> <p>See Attached Flow Chart</p>
<b>Financial Impact:</b>	Without Commission Approval of a Commercial Acquisition Procedural Process, HCD will be unable to move forward with necessary development initiatives containing partnership or contractual elements.
<b>Alternatives:</b>	Do not approve HCD's Request.
<b>Recommendation:</b>	Motion to approve HCD's commercial acquisition process to include commercial units and vacant lots, as put forth via the attached flow chart.

**Funds are available in** Not Applicable  
**the following accounts:**

**REVIEWED AND** Procurement  
**APPROVED BY:** Finance  
Law  
Administrator  
Clerk of Commission

# HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT AUGUSTA GEORGIA LAND BANK AUTHORITY ACQUISITIONS PROCESS COMMERCIAL

Item 3.





## Administrative Services Committee Meeting

Meeting Date: 02/13/2024

HCD\_ Laney Walker/Bethlehem Zeta Xi Omega MOU Approval Request

**Department:** HCD

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

**Caption:** Motion to approve Housing and Community Development Department's (HCD) request to enter into a MOU with Zeta Xi Omega Housing Foundation for the purpose of developing two (2) single-family workforce housing units identified as 1103 and 1109 13<sup>th</sup> Street, within Laney Walker/Bethlehem at a later date.

**Background:** 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.

This project will involve the new construction of two (2) single family homes identified as 1103 and 1109 13<sup>th</sup> Street, within Laney Walker/Bethlehem.

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
1103 13 <sup>th</sup> Street	Bid Forthcoming	New Construction / Land Infusion
1109 13 <sup>th</sup> Street	Bid Forthcoming	New Construction / Land Infusion
Augusta, GA 30901		

Note 1: HCD to bid these houses to eligible procured LWB Developers.

Note 2: There is no money associated with this agenda item.

**Analysis:** The approval of the MOU will allow HCD to continue developmental conversations of two (2) single family work force housing units.

**Financial Impact:** Not Applicable

**Alternatives:** Deny HCDs Request

**Recommendation:** Motion to approve Housing and Community Development Department's (HCD) request to enter into a MOU with Zeta Xi Omega Housing Foundation for the purpose of developing two (2) single-family workforce housing units identified as 1103 and 1109 13<sup>th</sup> Street, within Laney Walker/Bethlehem at a later date.

**Funds are available in the following accounts:** Not Applicable

**REVIEWED AND  
APPROVED BY:**

Procurement

Finance

Law

Administrator

Clerk of Commission



## Memorandum of Understanding Laney Walker / Bethlehem (LW/B) Revitalization- "Zeta Xi Omega Housing Foundation"

This Memorandum of Understanding ("MOU") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Augusta, GA's Housing and Community Development Department (HCD) and Zeta Xi Omega Chapter Housing Foundation. HCD serves as Augusta, GA's manager for Laney Walker/Bethlehem (LW/B). Zeta Xi Omega Housing Foundation serves as a supportive services partner and as an investor/developer partner.

On March 13, 1955, Zeta Xi Omega Housing Foundation set out to establish a rich legacy of providing services to the CRSA. The Chapter routinely conducts community service activities focusing on the education, health, economic empowerment, and social justice. Zeta Xi Omega Chapter also annually awards scholarships to the students in the area. In 1991 the Zeta Xi Omega Chapter Housing Foundation was formed, and later purchased the historical home of Mr. and Mrs. John M. and Rosa Tutt. The Chapter and Foundation continually seeks to identify opportunities to uplift the local community and enhance the community's quality of life.

### Part I. Structure and Purpose of Initiative

This local initiative will be known as the Laney Walker / Bethlehem Redevelopment Project. Initiative (the "Initiative"). The greater Initiative is designed to facilitate the development of residential housing and mixed-use development located on property currently owned by the Zeta Xi Omega Housing Foundation. Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing homeownership and rental housing opportunities, as well as retaining the cultural and historic context that defines the Laney Walker & Bethlehem communities.

### Part II. Partnership Goals

The goal of the Initiative is to establish Zeta Xi Omega Housing Foundation as a supportive service partner and as an investor/developer partnership which will:

- Foster comprehensive revitalization, in partnership, and the promotion of new single-family housing in the LW/B communities.
- Increase affordable homeownership opportunities in LW/B through approved participating lenders and use of financing assistance offered through the LW/B bonds funds, various HUD programs and Zeta Xi Omega Housing Foundation.
- Foster the use of architecturally compatible building design that captures the character and history of the LW/B communities, utilizing the LW/B Pattern Book as a basis.
- Increase homeownership by providing targeted counseling and education to potential homebuyers.
-



## Housing & Community Development Department

Hawthorne E. Welcher, Jr.  
Director

Shauntia Lewis  
Deputy Director

Item 4.

- Conduct outreach activities to potential renters and homebuyers in the community to inform them of housing opportunities.
- Provide ongoing supportive (wraparound) services for homebuyers; and
- Build a model of partnership that can be replicated in other communities.

### Part III. Responsibilities of the Parties

The parties will have the following responsibilities:

#### Investor/Developer Partner

- HCD to work with Zeta Xi Omega Housing Foundation to identify two (2) Workforce houses.
- HCD to work with to identify Affordable/Workforce house plans for each identified lot.
- HCD and Zeta Xi Omega Housing Foundation to agree upon deal structure (land infusion, construction split, down payment, etc.)
- HCD and Zeta Xi Omega Housing Foundation to identify financial sources (Augusta, Federal Home Loan Bank, Bank, Investors, Donors, etc.)
- HCD and Zeta Xi Omega Housing Foundation to utilize private partner funds for the development on 13<sup>th</sup> Street, Augusta GA
  - 1103 13<sup>th</sup> Street
  - Land infusion
  - Initial project
  - 1109 13<sup>th</sup> Street
  - Land infusion
  - Future project

### Part IV. Performance Objectives

The overall performance of the Initiative will be evaluated on the completion of development and implementation of services (as shown above), and the number of residents who are able to obtain housing.

To date, HCD has undertaken an extensive effort to ensure the success of this revitalization. Public meetings were initially held to receive stakeholder input, and on-going meetings are being held to keep the public informed. Land acquisition activities have resulted in significant and meaningful site control. Master plans have been designed to reflect the activity to date, while guiding future endeavors.

### Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD and Zeta Xi Omega Housing Foundation prior to public release.

### Part VI. Relationship of Parties





## Housing & Community Development Department

Hawthorne E. Welcher, Jr.  
Director

Shauntia Lewis  
Deputy Director

Item 4.

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

### Part VII. Term; Early Termination

The term of the MOU is twenty-four (24) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90-day notice.

### Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

### Part IX. Additional Provisions

HCD and Zeta Xi Omega Housing Foundation Chapter shall each identify a primary contact and an alternative contact.

### Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

In Witness Whereof, the parties have set their hands and seals as of the date first written above.

Attest:

Augusta, Georgia

By: \_\_\_\_\_

Garnett L. Johnson  
As Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Takiyah A. Douse  
As Interim City Administrator

Date: \_\_\_\_\_



## Housing & Community Development Department

Hawthorne E. Welcher, Jr.  
Director

Shauntia Lewis  
Deputy Director

Item 4.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As Director, HCD

Approved as to Form by: \_\_\_\_\_ Date: \_\_\_\_\_  
Augusta, GA Law Department

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk of Commission

### Zeta Xi Omega Housing Foundation

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_



## Committee Meeting

Meeting Date: February 27, 2024

Approve Design Concept Plan for Flemming Tennis Center

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<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Approve Design Concept Plan for Fleming Tennis Center and continue with the Preliminary and Final Design Process. Concept Plans presented by ISM – Project Manager
<b>Background:</b>	Fleming Tennis Center is an approved SPLOST 8 Improvements Project. This project will consist of repairing and resurfacing thirteen (13) existing tennis courts, further evaluate covering a portion of the existing courts, improve court cross-slopes repair sidewalks, repaint Pro Shop and replace restroom fixtures, repair and repaint hitting wall, remove existing bathroom building, pressure wash and repaint fencing along tree line, and build a new picnic pavilion with ADA accessible restrooms.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Fleming Tennis Center was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 6 to 9 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Fleming Tennis Center, and risk delaying proposed construction schedule for 2024-25.
<b>Recommendation:</b>	Approve Design Concept Plan for Fleming Tennis Center and continue with the Preliminary and Final Design Process.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A









### Committee Meeting

Meeting Date: February 27, 2024EnterTextHere

Approve Concept Plan for M.M. Scott Park

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<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Approve Design Concept Plan for M.M. Scott Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
<b>Background:</b>	M.M. Scott Park is an approved SPLOST 8 Improvements Project. This project will consist of repairing one (1) existing basketball court and replacing one (1) tennis court with three (3) pickleball courts.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and M.M. Scott Park was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 4 to 5 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for M.M. Scott Park, and risk delaying proposed construction schedule for 2024-25.
<b>Recommendation:</b>	Approve Design Concept Plan for M.M. Scott Park and continue with the Preliminary and Final Design Process.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





**CH2A**  
**Augusta Park Improvements**  
M.M. Scott Park - Conceptual Site Plan





## Committee Meeting

Meeting Date: February 27, 2024

Approve Concept Plan Hickman Park

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<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Approve Design Concept Plan for Hickman Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.
<b>Background:</b>	Hickman Park is an approved SPLOST 8 Improvements Project. This project will consist of replacing four (4) existing tennis courts with four (4) new pickleball courts.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Hickman Park was a part of that list. Construction is scheduled to commence the fourth quarter of 2024, if the concept plan is approved. The timeline for construction is 4 to 5 months.
<b>Financial Impact:</b>	Adequate funds have been budgeted and available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	Do not approve the Design Concept Plan for Hickman Park, and risk delaying proposed construction schedule for 2024-25.
<b>Recommendation:</b>	Approve Design Concept Plan for Hickman Park and continue with the Preliminary and Final Design Process.
<b>Funds are available in the following accounts:</b>	SPLOST 8
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A









## Administrative Services

Meeting Date: February 27, 2024

AO MOU for Festivals and Events

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<b>Department:</b>	Office of the Administrator
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Motion to approve a Memorandum of Understanding between Augusta, Georgia and the Augusta Convention and Visitors Bureau, Inc. for \$50,000.00 in funding to be granted for the support of festivals and events.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve a Memorandum of Understanding between Augusta, Georgia and the Augusta Convention and Visitors Bureau, Inc. for \$50,000.00 in funding to be granted for the support of festivals and events.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE AUGUSTA-RICHMOND COUNTY COMMISSION  
(HEREINAFTER “THE COMMISSION”)**

AND

**THE AUGUSTA CONVENTION AND VISITORS BUREAU, INC.  
(HEREINAFTER “THE ACVB”)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia (“Augusta”) and the AUGUSTA CONVENTION AND VISITORS BUREAU, INC., A Georgia non-profit corporation (“ACVB”), each a “Party” and collectively, the “Parties”.

WHEREAS, Augusta desires to help support and grow festivals and events that will contribute to the community’s vibrancy, showcase local talent and artists, invigorate community spirit, promote tourism, and contribute substantial economic and social benefits to the community;

WHEREAS, Augusta encourages events that educate and expose the public to a diverse and rich range of cultural expressions;

WHEREAS, the ACVB is the official destination marketing and management organization for Augusta, tasked with attracting leisure and meeting visitors and fostering visitor product development to enhance the economic growth of the region and experiences that are attractive to visitors and residents;

WHEREAS, Augusta approved \$50,000.00 in funding to be granted for the support of festivals and events; and

WHEREAS, Augusta and the ACVB desire to enter into this Memorandum of Understanding in which the Parties will work together.

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Purpose. The purpose of this Memorandum is to provide the framework for the understanding and cooperation between the Parties to plan, develop, and establish the framework for festivals and events organizers to apply for funding support.

II. Obligations of the Parties. The Parties acknowledge that this is a joint project, and both agree to work closely together to ensure united, visible, and responsive leadership for the framework and implementation of a process to fund applicants.

a. Obligations of Augusta. Augusta shall transfer to ACVB those certain funds constituting Fifty Thousand and No/100 Dollars (\$50,000.00) within 15 days of the execution of this MOU for the purpose of providing funding support to festival and event organizers.

b. Obligations of ACVB.

i. Festivals and Events Funding. As Augusta's agent, ACVB shall develop and manage the process of selecting for funding qualified recipients who are organizers or representatives of festivals and events hosted in Augusta, Richmond County.

ii. Fiscal Responsibility. ACVB shall maintain all funds paid by Augusta under this MOU in an interest-bearing account separate and apart from any other accounts maintained by ACVB. All funds maintained in the account, including interest earned on the funds, will be strictly applied against costs associated with this program. A report accounting for all funds dispersed shall be provided to Augusta, Richmond County semi-annually. Any administrative or management fees should not exceed 5% of funds received. If all funds are not depleted by the end of the fiscal year, funds shall be returned to Augusta, Richmond County.

III. Term.

a. Initial Term. The initial term of this MOU shall commence immediately upon execution of this MOU, and subject to the provisions of Section IV, hereinbelow, terminate absolutely and without further obligation on the part of Augusta on December 31, 2024 (the "Initial Term"), unless otherwise renewed as hereinafter provided.

b. Option to Renew. Subject to the provisions of Section IV, upon the expiration of the Initial Term, this MOU shall be automatically renewed for up to three (3) additional 1-year terms (each an "Additional Term"), with each such renewal based on the same terms and conditions as the Initial Term, unless positive action is taken by Augusta to terminate this MOU pursuant to the provisions of Section IV(d), hereinbelow.

c. Aggregate Term. The aggregate term of this MOU includes the Initial Term and any Additional Term (the "Term"). The aggregate term of this MOU shall terminate each and every December 31<sup>st</sup>, unless terminated earlier in accordance with the provisions of Section IV.

IV. Suspension and/or Termination.

a. Suspension. To the extent that it does not alter the scope of this MOU, Augusta may unilaterally order a temporary halt of the performance by ACVB under this MOU upon written notice.

b. Budgetary Termination. Augusta may unilaterally terminate this MOU, without notice, if, upon the passing of any particular financial year's budget by Augusta, no funds have been specifically allocated to the Festivals and Events Funding program.

c. Termination without Cause. Notwithstanding paragraph (a) or (b) of this Section, either party may terminate this MOU at any time without cause by giving at least sixty (60) days prior written notice to the other party.

d. Cancellation of Renewal. Either party may elect to cause the contract to be terminated on the last day of its effective date of that particular year with notice to the other party of non-renewal. This non-renewal notice shall require at least ten (10) days' written notice to the other party.

## V. Miscellaneous.

a. Governing Law/Venue. The laws of the State of Georgia shall govern this MOU with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and ACVB arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ACVB, by executing this MOU, 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.

b. Legislative Authorization. ACVB acknowledges that this MOU 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 Augusta-Richmond County Commission and approval of the Mayor. Under Georgia law, ACVB is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of ACVB's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ACVB may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ACVB agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if ACVB provides goods or services to Augusta more than any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by ACVB. ACVB assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity.

c. Georgia Prompt Pay Act. The terms of this MOU supersede all provisions of the Georgia Prompt Pay Act.

d. Entire Agreement. This MOU shall supersede all previously executed agreements between the parties. This MOU constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any

statement, representation, warranty or agreement of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU.

e. Waiver. If the terms and conditions of this MOU are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this MOU, nor will such non-enforcement prevent such party from enforcing every term of this MOU thereafter.

f. Notice. Any notice, request, demand, statement or consent required or permitted by this MOU shall be deemed to have been completed if in writing and mailed by first-class, registered, or certified mail, postage prepaid to the other party at the respective address given hereinbelow.

To ACVB:

Augusts Convention and  
Visitors Bureau, Inc.  
Bennish Brown, President/CEO  
P.O. Box 1331  
Augusta, Georgia 30903

To Augusta:

Office of Mayor  
Attn: Garnett L. Johnson  
535 Telfair St. Suite 200  
Augusta, GA 30901

Office of the Administrator  
535 Telfair Street Suite 910  
Augusta, GA 30901

g. Severability. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

h. No Third Party Beneficiaries. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than ACVB and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

i. Independent Contractor. ACVB is not a political subdivision, agency or instrumentality of Augusta or the State of Georgia, and the relationship of ACVB to Augusta is that of independent contractor for all Services performed pursuant to this MOU. ACVB shall have exclusive control of its operations hereunder, and the persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Neither ACVB nor its employees are considered to be employees of Augusta for any purpose, nor shall ACVB or its employees be entitled to any benefits from Augusta. ACVB shall be solely responsible for all matters relating to the payment of its employees, compliance with withholding taxes, and all other regulations governing such matters. Nothing in this MOU shall be interpreted as a waiver of Augusta, Georgia's sovereign immunity.

j. No Assignment. Except as otherwise provided in this MOU, ACVB may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta.

k. Force Majeure. "Force Majeure Event" means any act or event that: (i) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party can resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, war, governmental shutdowns, or the availability of funds in the budget of Augusta.

l. Interpretation. Whenever the singular number is used in this MOU and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Days, unless otherwise specified, shall be calendar days.

m. Amendment. This MOU may be altered, amended, changed, or modified as mutually agreed upon by and between Augusta and the ACVB, and such alterations, amendments, changes, or modifications shall be incorporated into written amendments to this MOU.

n. Public Access - Open Meetings. ACVB shall provide reasonable public access to all the ACVB board and committee meetings, according to the Georgia Open Meetings Law, and shall issue notices of meetings required by said Open Meetings Law.

o. Public Access - Open Records. ACVB recognizes its obligations to continue to maintain open and public records as required by the Georgia Open Records Act and subject to any exception enumerated therein.

<Signatures Next Page>

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

ACVB

Augusta, Georgia

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bennish D. Brown

Name: Garnett L. Johnson

Title: President/CEO

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: Lena Bonner

Title: Clerk of Commission



## Administrative Services Committee

February 27, 2024

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the minutes of the Administrative Services Committee held on February 13, 2024.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, February 13, 2024

1:05 PM

### ADMINISTRATIVE SERVICES

#### PRESENT

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

#### ABSENT

Commissioner Francine Scott

1. Motion to approve utilizing the state contract (#SWC 9999-001-SPD0000183-002) for the purchase of two Chevrolet Tahoes at a total cost of \$118,857.40 from Hardy Chevrolet for the Richmond County Sheriff's Office.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Lewis, Frantom, Johnson

Motion carries 3-0.

2. Motion to approve the amendment of Purchase Order P434867 for Diamond Lakes Scoring Towers to add an additional \$154,687.75 for additional work completed. Additional funds will be taken from SPLOST 8 Facility Maintenance/ Existing Facilities (including Craig Houghton).

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Lewis, Frantom, Johnson

Motion carries 3-0.

3. Receive a recommendation from the Central Services Department regarding a different design/concept for the Edward M. McIntyre sign for Riverwalk. (Referred from January 30 Administrative Services Committee)

Motion to refer this item to the full Commission with no recommendation.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Lewis, Frantom, Johnson

Motion carries 3-0.

4. Discuss why some committee meetings are not online (ex. P & Z committee) but others are (ex. Sheriff Merit Board). **(Requested by Commissioner Sean Frantom)**

Motion to approve streaming the Planning & Zoning Commission and Board of Zoning Appeals meetings online.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Lewis, Frantom, Johnson

Motion carries 3-0.

5. Presentation of the Interim Administrator's recommendation regarding the Boathouse and the Rowing Club.

Motion to approve the recommendation of the Administrator to allow the Augusta Rowing Club to remain in their current location on the lower level of the Augusta Boathouse and to utilize the remaining funds in SPLOST allocated for the Boathouse for stabilization efforts to include the demolition of the deck, the removal of the HVAC system, mold remediation in the facility, the removal of the insulation and the girders on the first floor and the construction of access steps to gain entry into the interior of the building from the front with an estimated funding cost of \$400,000 for the project.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Lewis, Frantom, Johnson

Motion carries 3-0.

6. Motion to approve the minutes of the Administrative Services Committee held on January 30, 2024.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Lewis, Frantom, Johnson

Motion carries 3-0.