



## ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, July 11, 2023

1:20 PM

### ADMINISTRATIVE SERVICES

1. Motion to receive as information update on relocating Augusta Rowing Club from Boathouse.
2. Update on the Operational Audit as approved by the Commission on May 2, 2023. **(Requested by Commissioner Catherine McKnight)**
3. Approve concept plan for Big Oak Park and continue with the preliminary and final design process.
4. Motion to receive as information update regarding Christmas Decorations for South Augusta specifically Tobacco Road.
5. Motion to approve the minutes of the Administrative Services Committee held on June 13, 2023.
6. Motion to approve Housing and Community Development HCD's request to enter into a Memorandum of Understanding with Augusta/CSRA Habitat for Humanity, Inc. to provide affordable housing to families in Augusta, Georgia.
7. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Antioch Ministries Inc. to provide Architectural services for Workforce Housing.
8. Motion to approve HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for the remainder of calendar year 2023 (June – December 2023).
9. Motion to approve the lease between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.
10. Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse.
11. Receive as information a written recommendation from the Administrator regarding a funding request for the JA Discovery Center of the CSRA from Ms. Ashley Whitaker representative Junior Achievement of Georgia.



**Commission Meeting**

Meeting Date: June 29, 2023

Augusta Rowing Club Relocation from Boathouse

**Department:** Central Services

**Presenter:** Director Ron Lampkin

**Caption:** Motion to receive as information update on relocating Augusta Rowing Club from Boathouse.

**Background:** Central Services staff meet with local engineering firm to review the location for the new structure for the Augusta Rowing Club at 298 Prep Phillips Drive. We are looking to add an 80' X 40' boat storage area with restroom and office to this location.

The anticipated permitting for the proposed Rowing Club Boathouse includes:

1. Augusta-Richmond County land disturbance permitting
2. Georgia NPDES general permit for construction (Erosion Control)
3. Potential Requirement: ARC/FEMA No-Rise Certification. This will be based on the location of the new facility from the floodway. Since the new structure will be below the levee, this will more than likely be required. This would need to be completed by a subconsultant.

No Georgia EPD state water buffer variance is anticipated since the intent is to impact the 25-foot state water buffer along the Savannah River. Due to being in the special flooding hazard area, the main usable space within the building (office, bathroom, etc.) will need to be 3 feet above the base flood elevation. From the ordinance, it seems possible to elevate this portion of the facility while maintaining the remaining structure at slab on grade provided that this area is noted strictly as unfinished for storage materials as the space will have to be designed to allow for flood waters to pass through.

Based on the current economic climate we anticipate the following cost for the facility:

1. Main Storage Building (80' X 40') 3,200 SF - \$85 per/SF = \$272,000.00
2. Restroom/Office (3' Above Base Flood) 500 SF - \$300 per/SF = \$150,000.00
3. Site Cost (Unknown Existing Utility Location) - \$50,000.00

4. Design and Permitting Cost (Excluding No-Rise) - \$50,000.00

**Analysis:** Central Services recommends that you receive this as information.

**Financial Impact:** There is no financial impact at this time. Possible impact could be \$522,000.00

**Alternatives:** (1) Receive as information.

**Recommendation:** Central Services recommends you receive as information.

**Funds are available in the following accounts:** N/A

**REVIEWED AND APPROVED BY:** N/A



**Administrative Services Committee**

July 11, 2023

Operational Audit

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Update on the Operational Audit as approved by the Commission on May 2, 2023. <b>(Requested by Commissioner Catherine McKnight)</b>
<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

**Lena Bonner**

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**From:** Catherine McKnight <catherinesmithmcknight@yahoo.com>  
**Sent:** Wednesday, June 28, 2023 10:29 AM  
**To:** Lena Bonner  
**Subject:** [EXTERNAL] Operational Audit Update

Ms Bonner,

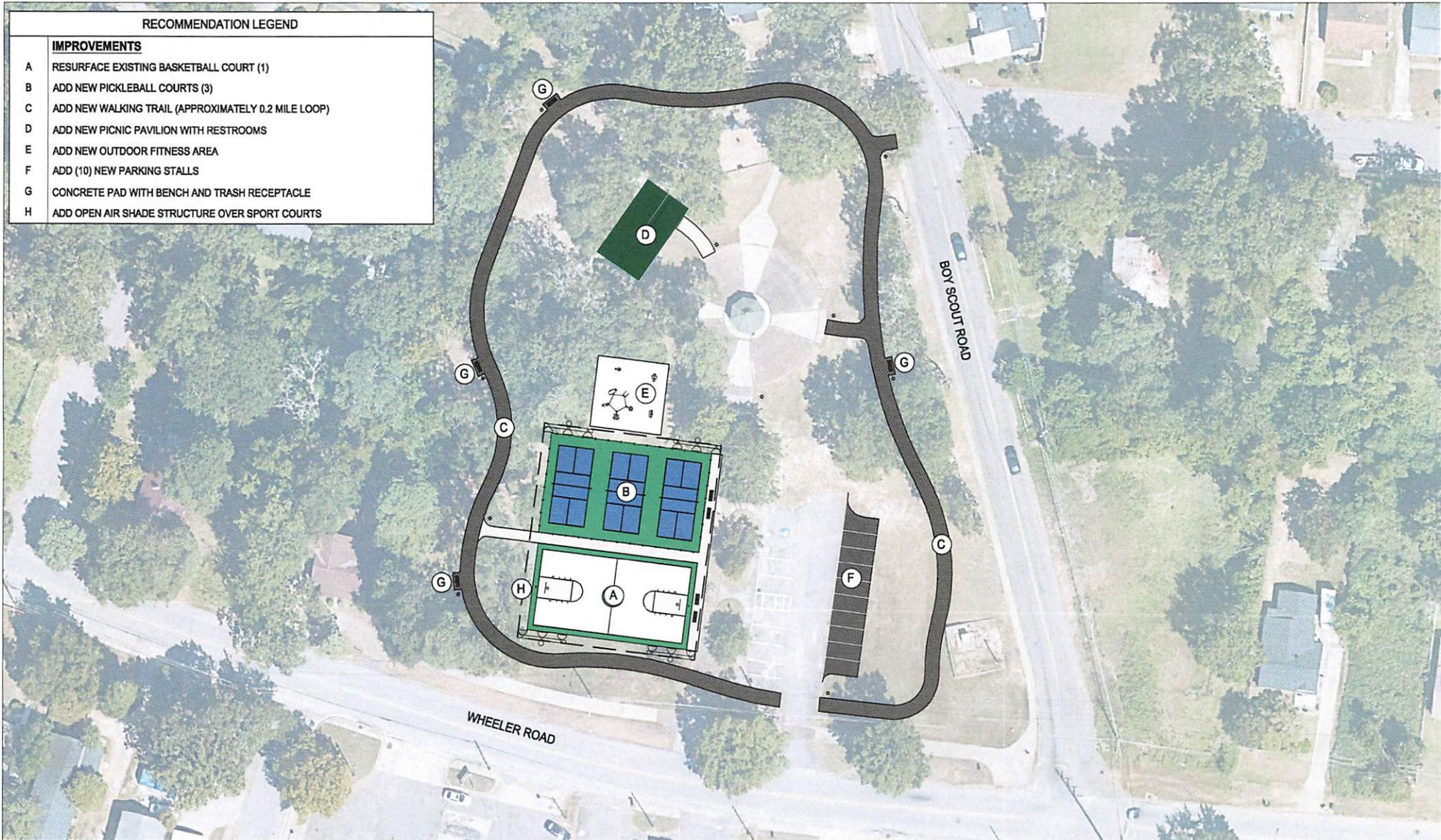
I would like to place on the agenda for Tuesday July 11th meeting an update on the Operational Audit that was passed by the Commission on May 2, 2023. Where are we on the process? It's been two months and would like to know what staff has done to get this moving forward.

Respectfully,

Commissioner McKnight

[Sent from Yahoo Mail for iPhone](#)

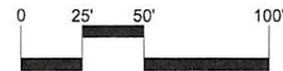
[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



# Augusta Park Improvements

Big Oak Park - Conceptual Site Plan

Augusta, GA  
June 2023





Augusta Parks and Recreation Department  
 Big Oak Park Improvements  
 Conceptual Budget Estimate  
 June 2023

Item 3.

Item	Description	Quantity	Unit	Unit Cost	Total	Notes
<b>1.00</b>	<b>Earthwork</b>				<b>\$ 29,000</b>	
1.01	Strip and Stockpile Topsoil	275	CY	\$ 3.50	\$ 963	
1.02	Erosion Control Measures	1	LS	\$ 15,000	\$ 15,000	Silt fence, construction entrance
1.03	Site Grading	327	CY	\$ 10	\$ 3,270	
1.04	Fine Grading	35,350	SF	\$ 0.25	\$ 8,838	
<b>2.00</b>	<b>Site Utilities</b>				<b>\$ 43,000</b>	
2.01	2" Domestic Water Service, Gate Valve & Backflow Preventer	1	LS	\$ 15,000	\$ 15,000	
2.02	4" Sanitary Sewer Lateral	320	LF	\$ 40	\$ 12,800	
2.03	Electric Service	1	LS	\$ 15,000	\$ 15,000	
<b>3.00</b>	<b>Site Work</b>				<b>\$ 74,000</b>	
3.01	Asphalt parking lot (10 Stalls)	10	EA	\$ 1,300	\$ 13,000	
3.02	Pavement Marking	10	EA	\$ 200	\$ 2,000	
3.03	Concrete Walks	1,625	SF	\$ 8	\$ 13,000	
3.04	Stone Dust Trail	8,860	SF	\$ 5	\$ 44,300	8' wide
3.05	Seed Disturbed Areas	16,800	SF	\$ 0.10	\$ 1,680	
<b>4.00</b>	<b>Sport Courts</b>				<b>\$ 267,000</b>	
4.01	Acrylic Surfaced Asphalt Hard Courts- Pickleball	5,100	SF	\$ 12	\$ 61,200	(3) Pickleball Courts
4.02	Acrylic Surfaced Asphalt Hard Courts- Basketball	4,460	SF	\$ 12	\$ 53,520	(1) Basketball Court
4.03	Outdoor fitness area	1	LS	\$ 50,000	\$ 50,000	
4.04	Pickleball Court Fencing	294	LF	\$ 80	\$ 23,520	10' high chain link
4.05	Sport Court Lighting	12	EA	\$ 6,500	\$ 78,000	LED fixtures, 20' height
<b>5.00</b>	<b>Buildings</b>				<b>\$ 290,000</b>	
5.01	New Park Shelter with Restrooms	1,450	SF	\$ 200	\$ 290,000	600 SF restrooms & 30'x30' pavilion
<b>6.00</b>	<b>Site Amenities</b>				<b>\$ 135,000</b>	
6.01	Landscaping	1	LS	\$ 10,000	\$ 10,000	
6.02	Stone Dust Walking Trail	10,560	SF	\$ 5	\$ 52,800	0.2-mile; 10' wide
6.03	Benches	8	EA	\$ 1,000	\$ 8,000	
6.04	Trash receptacles	4	EA	\$ 700	\$ 2,800	
6.05	Concrete Bench Pads (10'x4')	160	SF	\$ 8	\$ 1,280	
6.06	Solar Trail Lighting	10	EA	\$ 6,000	\$ 60,000	
	<b>Construction Subtotal (rounded)</b>				<b>\$ 838,000</b>	
	8% General Conditions				\$ 67,000	
	15% Design/Construction Contingency				\$ 125,700	
	Soft Costs (design, permitting, bidding, CA)				\$ 72,100	
	<b>Total Project Cost (Base Bid)</b>				<b>\$ 1,102,800</b>	
<b>ALT</b>	<b>Add Alternate #1</b>				<b>\$ 361,800</b>	
A.01	Airnasium Overhead Structure	12,180	SF	\$ 30	\$ 361,800	Steel frame, metal roof
	<b>Total Project Cost (Base w/ Alternate)</b>				<b>\$ 1,464,600</b>	
	*Note: Does not include escalation					

Adopted by Commission on 12-8-2020

**SPLOST 8 RECOMMENDATION****PUBLIC SAFETY**

## Vehicles

Sheriff's Office	\$	6,000,000	
District Attorney's Office	\$	100,000	
Marshal's Department	\$	600,000	
RCCI	\$	165,000	
Coroner's Office	\$	40,000	
Animal Services	\$	200,000	
Solicitor's Office - CVAP	\$	30,000	
Replacement Vehicles	\$	1,800,000	
Air Packs and Cylinders for Augusta Fire	\$	1,000,000	
MDT Replacements for Existing Vehicles	\$	1,000,000	
Downtown Video Security Enhancements	\$	500,000	
RCCI New Facility	\$	11,000,000	
Subtotal: Public Safety	\$		22,435,000

**QUALITY OF LIFE**

Dyess Park	\$	6,000,000	
Cemeteries	\$	600,000	
Fleming Park	\$	5,000,000	
Fleming Tennis Center	\$	3,000,000	
Newman Tennis Center	\$	4,000,000	
JS Lake Olmstead - Casino	\$	4,500,000	
Park Improvements			
(Big Oak, Hickman, MM Scott and McBean Parks)	\$	6,000,000	
Municipal Golf Course	\$	500,000	
Diamond Lakes	\$	500,000	
Irrigation Countywide	\$	3,000,000	
New State of the Art James Brown Arena	\$	25,000,000	
Waterpark	\$	5,000,000	
5th Street Bridge	\$	1,750,000	
Administration	\$	1,000,000	
Subtotal: Quality of Life	\$		65,850,000

**GENERAL GOVERNMENT PROJECTS**

Program Administration	\$	5,000,000	
Interest Payments on SPLOST 8 Bonds	\$	4,000,000	
Subtotal: General Government	\$		9,000,000

**Augusta Georgia**  
**SPLOST 8 List**  
**Adopted by Commission on 12-8-2020**

**INFRASTRUCTURE**

Grading and Drainage	\$	20,000,000
Walton Way	\$	1,000,000
ADA Curb Cuts and Sidewalk Improvements	\$	1,000,000
Wilkinson Garden Road / Drainage Improvements	\$	3,000,000
Road Resurfacing	\$	23,500,000
Continue East Augusta Phases IV and V	\$	2,000,000
Begin East Augusta Phases VI and VII	\$	6,000,000
On-Call Construction	\$	1,000,000
Engineering Administration	\$	6,500,000
Machinery and Equipment	\$	500,000
Willis Foreman Road Improvements	\$	1,000,000
Lake Dredging and Maintenance	\$	4,000,000
Flood Control / Structure Maintenance	\$	1,000,000
Sidewalks Rehab / Maintenance / Repair	\$	500,000
Right-of-Way Tree Management	\$	1,000,000
Traffic Operation Improvements	\$	3,000,000
Traffic Safety Improvements	\$	<u>3,500,000</u>
Subtotal: Infrastructure	\$	78,500,000

**GOVERNMENT FACILITIES**

Fleet Maintenance New Facility	\$	6,000,000
Juvenile Court Facility	\$	6,000,000
Facility Mnt. / Exist. Fac. (incl. Craig Houghton)	\$	5,500,000
Board of Elections	\$	500,000
Fire Stations	\$	<u>1,000,000</u>
Subtotal: Government Facilities	\$	19,000,000

**ECONOMIC DEVELOPMENT**

Blight Mitigation	\$	4,000,000
Retail Recruitment	\$	2,000,000
Industrial Recruitment / Site Preparation	\$	10,000,000
Cyber Center Parking Deck	\$	16,500,000
Depot Project	\$	<u>14,000,000</u>
Subtotal: Economic Development	\$	46,500,000

**OTHER GOVERNMENTS**

**City of Blythe**

Public Safety Equipment and Vehicles	\$	200,000	
Road and Street Improvements	\$	250,000	
Water System Improvements	\$	300,000	
Stormwater Collection System Improvements	\$	150,000	
Rehabilitation of Blighted Properties	\$	100,000	
Parks and Recreation	\$	300,000	
Library Improvements	\$	50,000	
Facilities Equipment/Systems Replacement	\$	150,000	
		<u>1,500,000</u>	
Total City of Blythe	\$		1,500,000

**City of Hephzibah**

Town Center with City Hall	\$	2,000,000	
Public Safety Equipment and Vehicles	\$	420,000	
Public Safety Training Center	\$	900,000	
Parks and Recreation	\$	1,700,000	
Cemetery Expansion	\$	150,000	
Road and Street Improvements	\$	1,500,000	
Utility Vehicles and Equipment	\$	130,000	
Water and Sewer System Improvements	\$	700,000	
		<u>7,500,000</u>	
Total City of Hephzibah	\$		7,500,000

Subtotal: Other Governments \$ 9,000,000

**Grand Total** \$ 250,285,000



**Committee Meeting**

Meeting Date: July 11, 2023

Big Oak Park Concept Plan Approval

<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Director McDowell and Director Lampkin
<b>Caption:</b>	Approve concept plan for Big Oak Park, and continue with the preliminary and final design process.
<b>Background:</b>	Big Oak Park is an approved SPLOST 8 Park Improvements Project. This project consist of resurfacing the existing basketball court, adding three (3) pickleball courts, adding a new walking trail, adding a new picnic pavilion with restrooms, adding new fitness area, increasing parking stalls, adding benches and trash receptacles, and adding an open-air structure over the sports court.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Big Oak Park was a part of this list. Construction is schedule to commence the first 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>	(1) Do not approve Big Oak Concept plan, and risk delaying proposed construction schedule for 2024.
<b>Recommendation:</b>	Approve concept plan for Big Oak Park and continue with the preliminary and final design process.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Administrative Services Committee**

**July 11, 2023**

Christmas Decorations South Augusta Tobacco Road

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to receive as information update regarding Christmas Decorations for South Augusta specifically Tobacco Road.
<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



# Central Services Department

Item 4.

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, FM Deputy Director

2760 Peach Orchard Road, Augusta GA 30906  
(706) 821-2426 Phone (706)799-5077 Fax

**DATE:** June 26, 2023

**SUBJECT:** Receive as information update regarding request for Christmas Decorations for South Augusta specifically Tobacco Road.

**CAPTION:** Motion to receive as information update regarding for Christmas Decorations for South Augusta specifically Tobacco Road.

**BACKGROUND:** On June 6<sup>th</sup> Commission meeting Central Services was task with brining back information concerning the installation of additional Christmas decorations for South Augusta specifically Tobacco Road. Here is what we found.

The Tobacco Road corridor from the airport to Deans Bridge Road consist of 200 light/power poles. All these poles are owned by the power company and the city would have to get permission to attach the decorations to these poles. Also, because these poles are not your decorative light post they are not outfitted with outlets so any decoration would have to be unlit. Another issue is the poles are not spaced evenly. In some areas there are no poles and then in some areas the poles are close together. In other areas the poles are spaced far apart. So here is option 1:

Option 1:

Decorate 200 wooden light/power poles with Siret 6.5' unlit pole decorations.

Dimensions: 6.5' X 6'

Cost: \$1,597.00 each

Total for Tobacco Road: 200 x \$1,597.00 = \$319,400.00 not to include installation.

Because attaching to the poles on Tobacco Road brings up several issues Central Services staff and myself came up with an option 2 for the South Augusta area. Option 2 is to do a drive through Christmas Lights display at Diamond Lakes Park. Below is a list of options that we came up with for the park and attached are the lights form the list. So here is option 2:

Option 2:

Dahlia Lighted - 9' x 16' – 2 @ \$11,685.00 = \$23,370.00

Siret Lighted – 3.5' x 4' – 25 @ \$699.00 = \$17,475.00

Lotus Lighted – 8' x 13.9' - @ \$8,850.00 = \$26,550.00

Bliss Ornament Smart RGB – 7.10' x 7' – 2 @ 10,926.00 = \$21,852.00

Siret 3D – 6.5' x 6' – 6 @ \$3,465.00 = \$20,790.00

Amira Tree – 32.10' x 13' – 1 @ \$63,530.00

Sasha Sparkle Lights – 10.4' x 6.9' – 4 @ \$7,980.00 = \$31,920.00

Design Star – 20' point to point – 2 @ \$33,735.00 = \$67,470.00

Design Star – 16' point to point – 2 @ \$27,585.00 = \$55,170.00

Design Star – 12' point to point – 4 @ \$21,700.00 = \$86,800.00

Design Star – 6.5' point to point – 6 @ \$9,978.00 = \$59,868.00

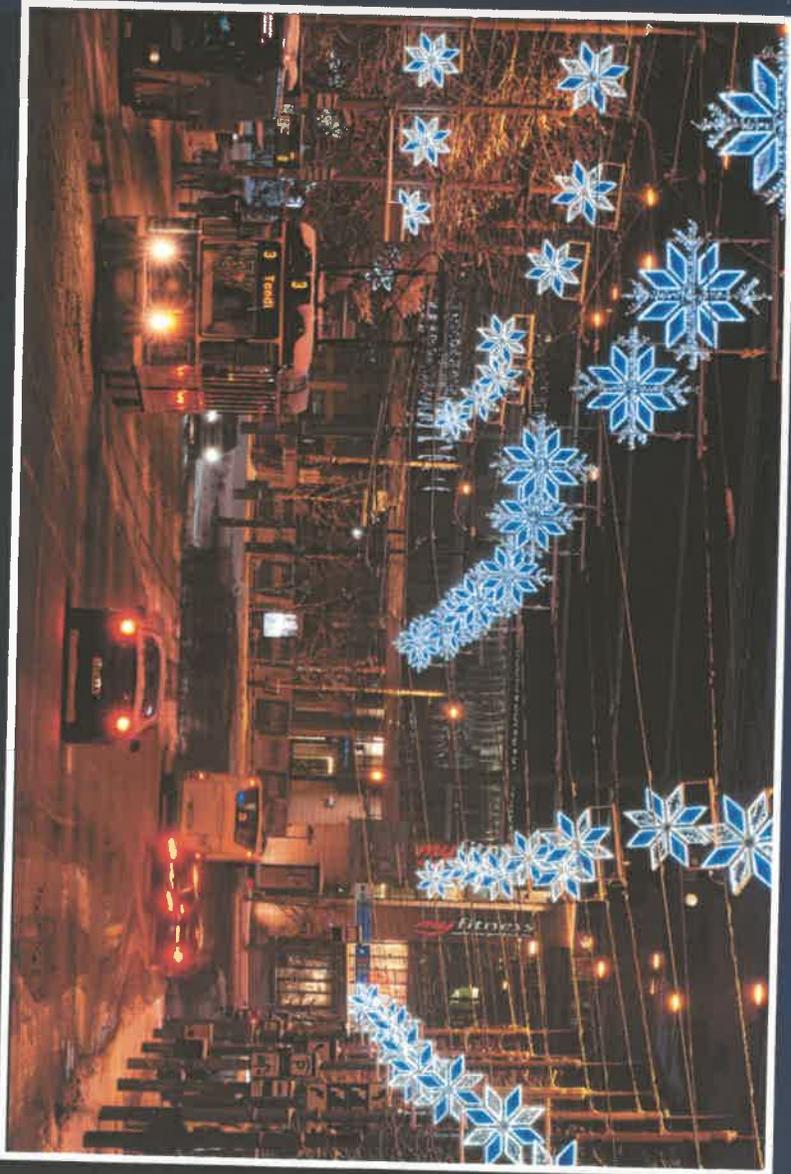
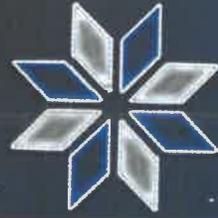
Total for Diamond Lakes = \$459,435.00 not to include installation.

**ANALYSIS:** Central Services recommends that you receive this as information.

**FINANCIAL IMPACT:** There is no financial impact at this time. Possible impact could be \$319,400.00 with option 1 or \$459,435.00 with option 2.

**ALTERNATIVES:** (1) Receive as information.

**RECOMMENDATION:** Central Services recommends you receive as information.



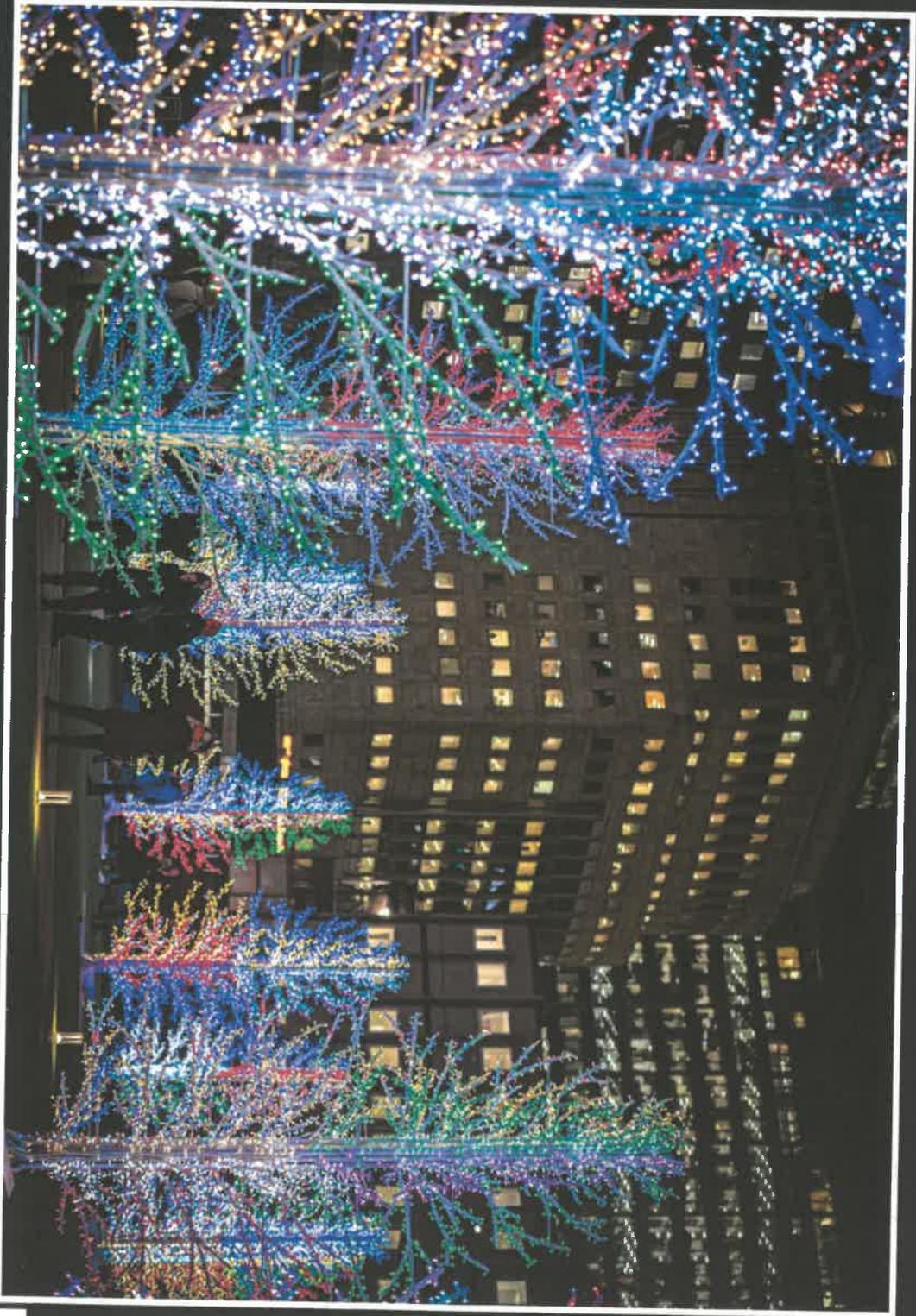
# Siret 3'

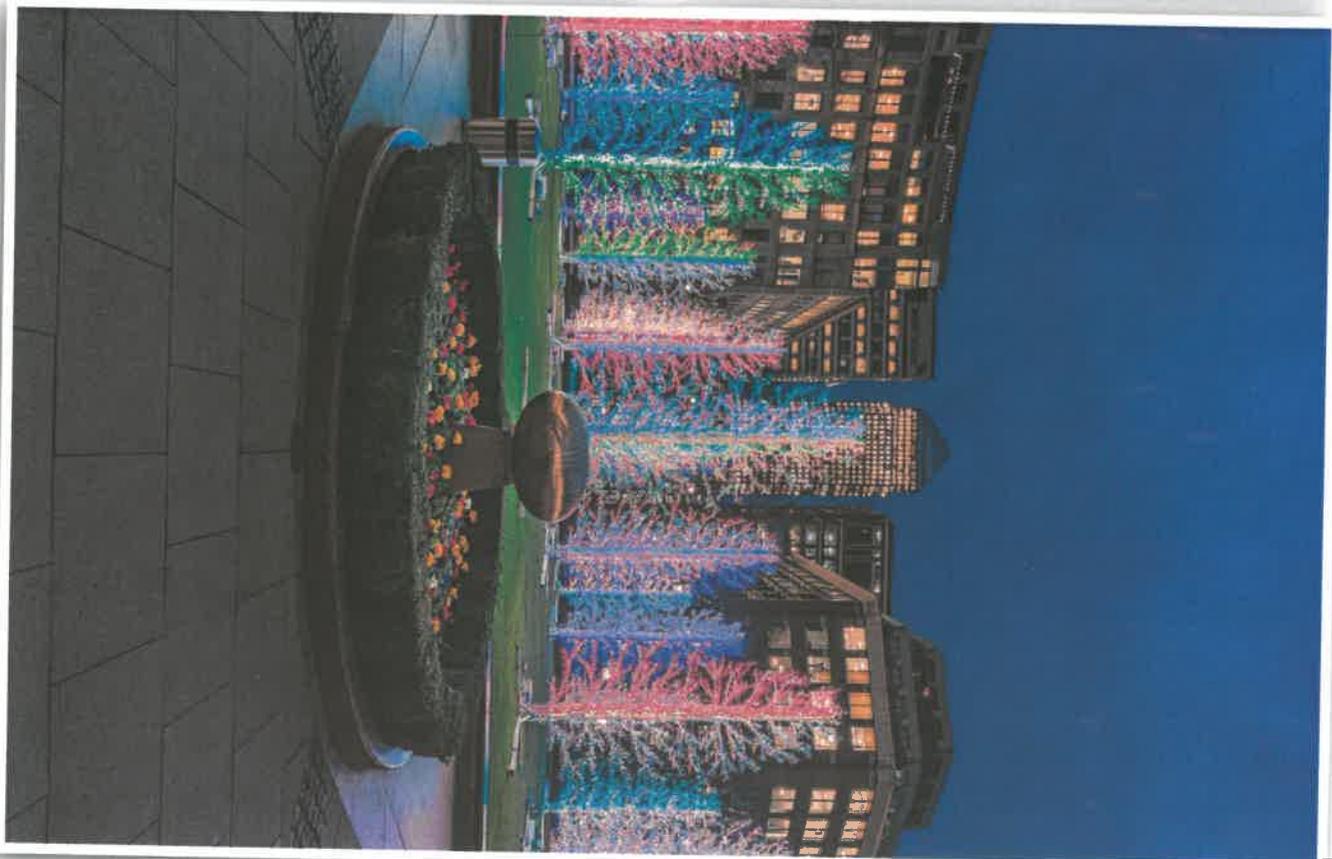
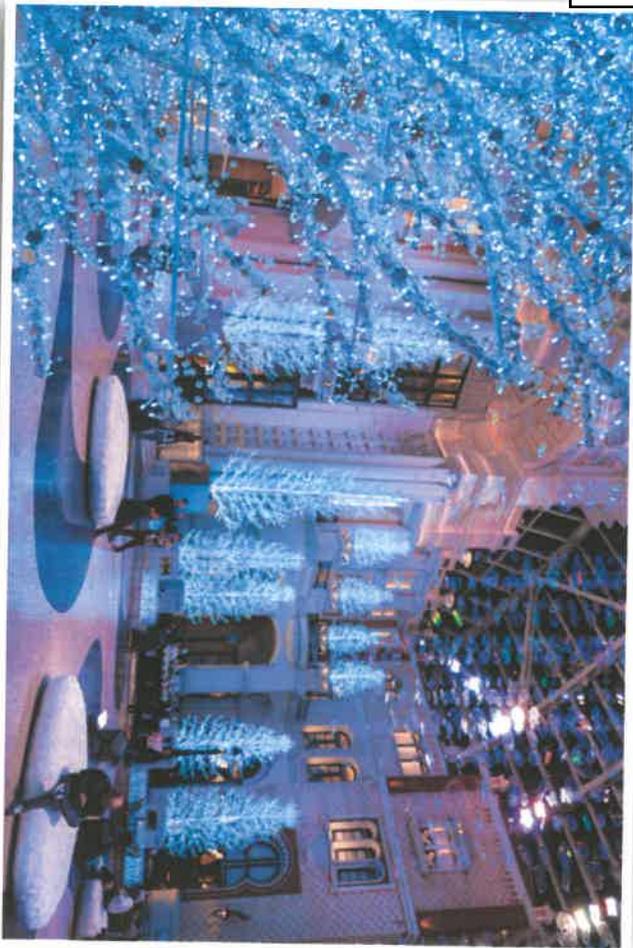
The unlit Sirets will be made with the colored acrylic diamonds or can be alternating acrylic sections with reflective flitter discs.



# Sasha Tree

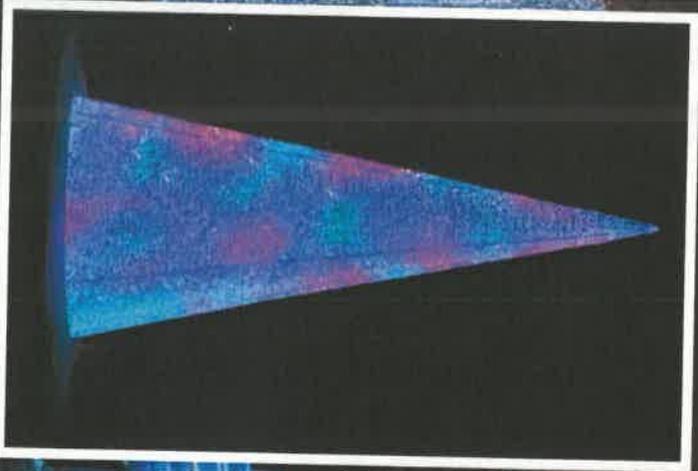
The Sasha trees are available in heights from 10' up to 33' feet. They are lighted in mini lights and wrapped with a crystal chain to create a luxurious effect. They can be lighted in cool or warm lights with a shimmer effect or can be completely Smart RGB to create a light show across multiple trees.

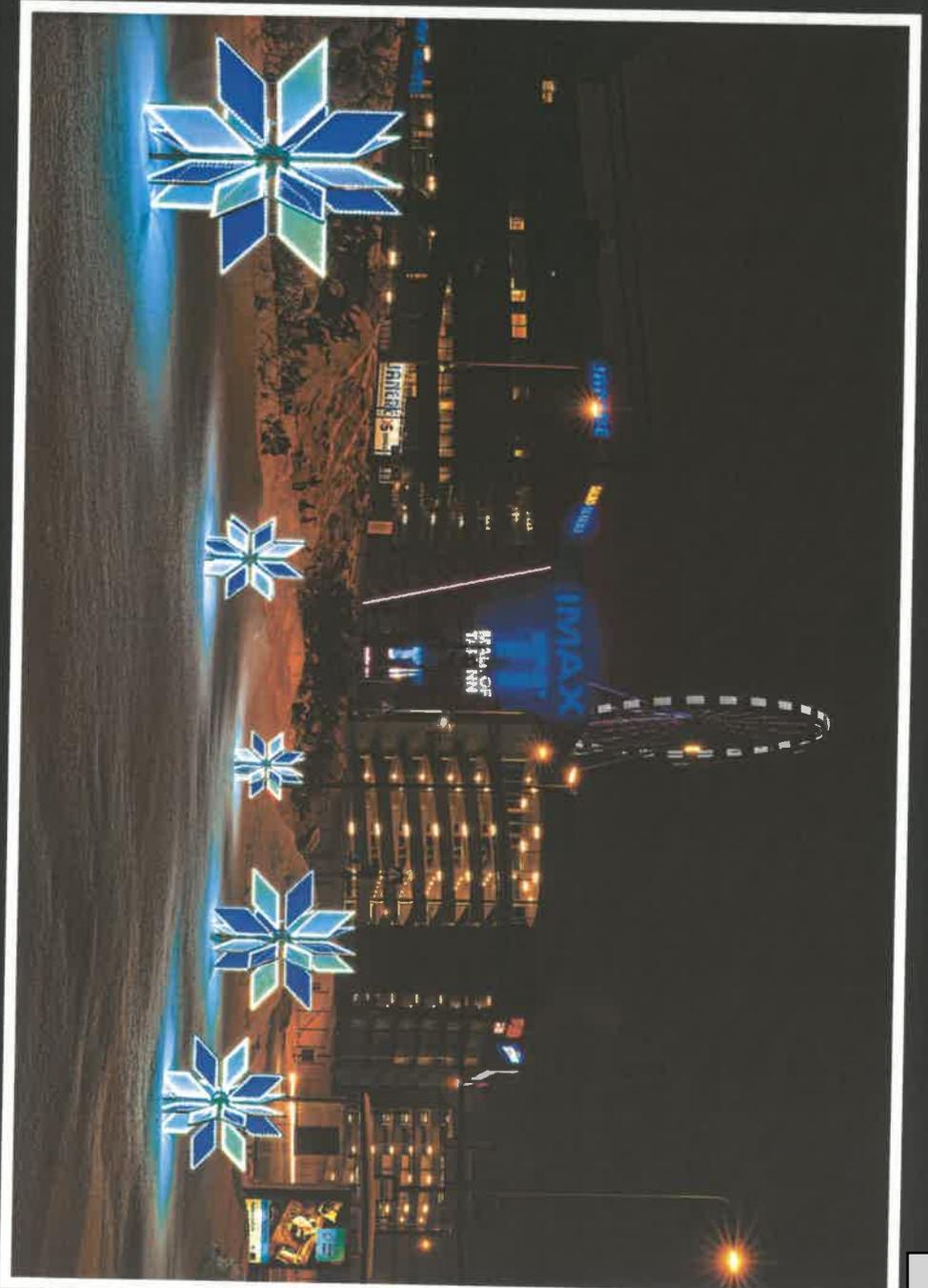




# Amira Tree

The Amira Smart RGB lighted tree is available in sizes 22', 32' and 49'. The tree is three dimensional and each RGB pixel is controllable allowing for a customized light show.





## 3D Sirets

To match the existing Siret light pole decorations these are 3D ground mounted Sirets. The Sirets are available in heights of 4' and 6.5' and can come in an assortment of acrylic colors.



Item 4.

# Dahlia & Lotus

The Dahlia is the larger flower at 9' tall and 16' wide and displays more petals. The Lotus flower is 8' tall and 14' wide. Both flowers have mesh in the petals woven with 5mm mini lights.



20



Both the Dahlia and the Lotus flowers are available in cool or warm white lights. They are also available in RGB lights so the color of the entire flower can change or in Smart RGB where each pixel of light is controllable.

# Design Star

These Giant Design Stars are available in multiple sizes and colors, making them a versatile decor piece able to fill a large space with a 20' display or to create small sculptural groupings scatter throughout your property. They provide both an impressive day and night time effect.



\*5'9"



20'



16'



12'



6.5'





*Design Star*





**Administrative Services Committee**

July 11, 2023

Minutes

<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 June 13, 2023.
<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, June 13, 2023  
 1:05 PM

### ADMINISTRATIVE SERVICES

#### PRESENT

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

#### ABSENT

Commissioner Sean Frantom

1. Motion to approve additional Nationwide Enhancement programs to our current Government Deferred Compensation Nationwide 457Plan. Programs were presented to the Pension Committee on May 16, 2023, Committee requested programs be introduced to the Administrative Service Committee for Commission Approval. In addition, Nationwide will work with Human Resources to provide educational sessions to employees for the loan program and retirement enhancements.
  1. Non-ERISA Plan Loan Program (Program allow employees to borrow against their savings beyond the 4 hardships approved by the IRS)
  2. Income America and 5/5 programs, guaranteed lifetime income for retirement enhancement. additional program that benefits the retiree.

Nationwide Representative Mr. Roland Wilson

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

2. Motion to approve the minutes of the Administrative Services Committee held on May 9, 2023.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

3. Motion to receive as information an update on the Augusta, Georgia Classification Compensation Study

Motion to delete this item from the agenda.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

4. Reject the Unsolicited Proposal for Augusta Outdoor Lighting Proposal received from Georgia Power.

Motion to delete this item from the agenda.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.



## Administrative Services Committee Meeting

Meeting Date: 07/11/2023

Augusta/CSRA Habitat for Humanity, Inc. Partnership Approval Request

<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Housing and Community Development HCD's request to enter into a Memorandum of Understanding with Augusta/CSRA Habitat for Humanity, Inc. to provide affordable housing to families in Augusta, Georgia.
<b>Background:</b>	Housing and Community Development and Augusta/CSRA Habitat for Humanity, Inc. wishes to partner together to continue to provide affordable housing to the families that reside in the Augusta, Georgia -Richmond County area. By partnering, we transform the lives of families and communities by promoting dignity and hope. Habitat for Humanity will construct three to five new dwellings (each year within the next three years) leveraging funding through the HOME Investment Partnership Program (HOME), sweat equity and other funding.
<b>Analysis:</b>	The approval of the partnership will allow Augusta Housing and Community Development to create safe, decent, and sanitary housing along with housing education and rehabilitation services throughout Augusta-Richmond County.
<b>Financial Impact:</b>	HCD will utilize HOME Investment Partnership funding received through its annual allocation from Housing and Urban Development to assist in defraying the cost to the agencies. However, this request for approval is merely to define partnership scope and understanding.
<b>Alternatives:</b>	Do not approve the memorandum of understanding with Augusta/CSRA Habitat for Humanity, Inc.

**Recommendation:**

Motion to approve Housing and Community Development HCD's request to enter into a Memorandum of Understanding with Augusta/CSRA Habitat for Humanity, Inc. to provide affordable housing to families in Augusta, Georgia.

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

Housing and Urban Development (HUD) Funds: HOME Partnership Funds.  
Funding Source: 221073212/5225110

**REVIEWED AND APPROVED BY:**

- Procurement
- Finance
- Law
- Administrator
- Clerk of Commission

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AUGUSTA, GEORIGIA  
C/O  
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT  
AND  
AUGUSTA/CSRA HABITAT FOR HUMANITY, INC.**

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This Memorandum of Understanding (“MOU”, or “Agreement”) is being drafted between the roles the City of Augusta, Georgia acting though Housing and Community Development Department (“HCD”) with principal offices at 510 Fenwick Street, Augusta, Georgia and Augusta/CSRA Habitat for Humanity, Inc. (“AHFH”) with principal offices at 2602 Commons Boulevard, Ste. A., Augusta, Georgia. The purpose of this document is to specify the roles/relationship between the aforementioned organizations to ensure clarity and efficiency in partnering to provide affordable housing to the families that reside in the Augusta, Georgia-Richmond County area.

**ARTICLE I: PURPOSE OF INITIATIVE**

HCD’s mission is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment. The mission of AHFH is to bring people together to build homes, communities, and hope. This MOU sets forth the terms and conditions under which the parties express their intent to present and execute a comprehensive approach to achieving this initiative's goals and to create realistic opportunities for the development of affordable housing for families that reside in the Augusta, Georgia-Richmond County area. By partnering we will transform lives of families and communities by promoting dignity and hope.

**ARTICLE II: PARTNERSHIP GOALS**

The goals of the partnership is to continue creating safe, decent, and sanitary housing throughout Augusta, Georgia-Richmond County area, which will:

1. Create positive change by promoting self-sufficiency to the residents of the Augusta – Richmond county areas.
2. Build strength, stability and self-reliance for families in need of decent and affordable housing.
3. Provide safe and decent living conditions.
4. Build Strength, stability, and self-reliance.
5. Strengthen the healthy housing network of Augusta, Georgia-Richmond County area.

6. To expand the supply of decent and affordable housing for low-and very low-income

### **ARTICLE III. SCOPE OF COLLABORATION**

Areas of collaboration include, but are not limited to:

1. HCD Agrees To:
  - a. Promote and support the AHFH’s mission, services, and events.
  - b. Directly refer potential recipients to AHFH.
  - c. Assist in coordination and marketing in program-related education and outreach activities and initiatives.
  - d. Provide funding in accordance with the guidelines of the Home Investment Partnership Program.
  - e. Allow usage of HCD name on all relevant marketing relating to new dwellings
  - f. Make every effort for HCD to participate in Community/Neighborhood events hosted by AHFH
2. AHFH Agrees To:
  - a. To construct new dwellings in the Augusta-Richmond County area as detailed below and to be sold to buyers who qualify under the AHFH guidelines and are subject to the AFHF program requirements prior to being sold a new dwelling.
    - a. Three (3) in AFHF FY24 (July 1, 2023 to June 30, 2024).
    - b. Four (4) in AFHF FY24 (July 1, 2024 to June 30, 2025).
    - c. Five (5) in AFHF FY24 (July 1, 2025 to June 30, 2026).
  - b. Acquire all necessary permits to commence and complete the three (3) new dwellings
  - c. Disburse funds to all sub-contractors upon submission of valid invoice(s)
  - d. Provide to HCD detailed information relating to new constructions upon request, but no more often than once a month.
  - e. Maintain all necessary records relating to construction of new dwellings
  - f. General oversight and responsibility for the new construction projects as detailed in 2.a of “AHFH Agrees To” section of this MOU.
  - g. Make every effort to participate in Community/Neighborhood events hosted by HCD

#### **ARTICLE IV. PUBLIC RELATIONS**

The parties mutually agree, throughout the term of this MOU, to promote and advertise the partnership-related service program partnership via the distribution of advertising materials such as flyers, radio advertisements, newspaper ads, website, etc., coordinated among and approved by both HCD and AHFH before public release.

#### **ARTICLE V. RELATIONSHIP OF PARTIES**

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, in the name of another party, or bind another party in any manner.

#### **ARTICLE VI. REVISION OF AGREEMENT BY EITHER PARTY**

Both parties reserve the right to propose a revision to this MOU agreement after acceptance. The proposed revision must be reviewed and approved by both parties, in writing, before it comes into effect.

#### **ARTICLE VII. CANCELLATION OF AGREEMENT BY EITHER PARTY**

Either party retains the right to withdraw from this MOU agreement upon the provision, in writing, of notice to the other respective party with at least ninety (90) days notice of the intent to withdraw. However, any monies owed for work completed prior to the cancellation of this MOU shall be due and payable.

#### **ARTICLE VII. SIGNATURE PAGE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia.

**SIGNATURES ON NEXT PAGE**

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

ATTEST: Augusta, GA

By: \_\_\_\_\_  
Garnett L. Johnson  
As Mayor, Augusta, GA

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

By: \_\_\_\_\_  
Takiyah A. Douse  
As Interim City Administrator

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

By: \_\_\_\_\_  
Hawthorne E. Welcher, Jr.  
Housing & Community Development Department

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

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

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

SEAL

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

Augusta/CSRA Habitat for Humanity

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

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

Name: Bernadette M. Fortune

Title: Executive Director



**Administrative Services Committee Meeting**

Meeting Date: 06/27/2023

HCD\_ Laney Walker/Bethlehem-Workforce Housing Architectural 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 Antioch Ministries Inc. to provide Architectural services for Workforce Housing

**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 involves providing Architectural services for the Workforce Housing identified as 1102 Laney Walker Boulevard within Laney Walker/Bethlehem.

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
1102 Laney Walker Blvd Augusta, GA 30901	\$71,050.00	Architectural Services (Phase I)

**Analysis:** The approval of the contract will allow for pre-development activities on these sites to begin.

**Financial Impact:** HCD utilizes Laney Walker/Bethlehem Revitalization funding.  
Contract Amount 1102 Laney Walker Blvd \$71,050.00

**Alternatives:** Deny HCD’s request

**Recommendation:** Motion to approve Housing and Community Development Department’s (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Antioch Ministries Inc. to provide Architectural services for Workforce Housing

**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

\$71, 050.00 USD

**Seventy One Thousand Fifty Dollars and 00/100**

for Fiscal Year **2023**

Providing funding for

**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT-ARCHITECTURAL SERVICES WORKFORCE HOUSING**

**1102 Laney Walker Boulevard**

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**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 Augusta 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 procured developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "AMI" as party in the second part.

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 predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

**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**, Augusta wishes to enter into a contractual Agreement with AMI for the administration of eligible, affordable, workforce 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 is the approved developer through a solicitation process to assist in the revitalization of Laney Walker and Bethlehem communities improvements for **1102 Laney Walker Boulevard**

**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 **\$71,050.00** 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. This activity involves providing architectural services for the Workforce Housing identified as **1102 Laney Walker Boulevard** as part of the Laney Walker/Bethlehem Revitalization Project. Under this Agreement, AMI will:

- Work with SHLTR Architects to provide architecture/engineering services to include:

Planning and Design Services:

**- Site Density Analysis**

- This includes a few layout options for discussion, some unit plan suggestions and a unit count (along with approximate SQFT totals)  
Use available GIS information along with the current property boundary survey we have on. There might be changes needed as the project progresses due to utilities, setbacks, easements, etc.
- A blocking/stacking diagram with building square footage and parking layout options included.

**- PUD Revisions**

- 3D massing of schematic building design
- Includes primary 2D elevations drawings with materials labeled.
- Max. 2 rendering views of the exterior (typically at primary corners or common areas)
- Use images to resubmit for a revised PUD application.

**B. Use of Funds:**

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 \$71,050.00.**

1. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. The site in question is bounded by Laney Walker Blvd, Pine St., 11th St., (see map below). We will analyze site circulation, preliminary topography, zoning/planning requirements to complete an initial understanding of the density and type of housing the site will allow i.e. architectural design and analysis for **1102 Laney Walker Boulevard**.

2. Developers Fee

\$5,000

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

AMI shall comply with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts on behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Revitalization 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 the Augusta Housing and Community Development Department.

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

1. For invoicing, through the Neighborly Software System, AMI will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD.
2. HCD will monitor the progress of the project and AMI's performance on a weekly bi-weekly basis with regards to the production design plans.
3. 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.
4. 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 be terminate.

**B. Project Financing**

HCD will provide an amount not to exceed the actual architecture/engineering design costs related to site density PUD revisions for workforce housing located at **1102 Laney Walker Boulevard**

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 Bond funds as outlined in said Agreement upon procurement of an architectural/engineering AMI in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the project within 60 days of said property identified as **1102 Laney Walker Boulevard**

**ARTICLE III. GENERAL CONDITIONS****A. General Compliance**

AMI agree(s) to comply with all Federal, state and local laws, regulations, and policies governing the funds provided under this contract. AMI further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Architect and/or Engineer**

Nothing contained 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. AMI shall at all times remain an "independent Architect and/or Engineer" with respect to the services to be performed under this Agreement. Augusta shall be exempt from payment of any and all possible unemployment benefits as AMI is an independent Architect and/or Engineer.

**C. Hold Harmless**

To the fullest extent permitted by laws, statutes, rules and regulations, AMI shall indemnify and hold harmless the Augusta, GA, Officers, Directors, and Employees of each and any of them from and against costs, damages, losses, and expenses, including but not limited to reasonable attorneys as awarded by a Court with Jurisdiction due to liability arising out of the services of the Architect-Engineer arising out of or resulting from performance of the work, but only to the extent caused by negligent, willful and wanton acts or omissions of the Architect and/or Engineer, its Officers, Directors, Employees, and anyone directly, or indirectly employed by them or anyone for whose acts they are liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce

other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

AMI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its Officers, Directors, and Employees (collectively, Client) against damages, liabilities, and costs arising from the negligent acts of AMI in the performance of professional services under this Agreement to the extent that AMI is responsible for such damages or liabilities on a comparative fault basis between AMI and the Client. AMI shall not be obligated to indemnify the Client for the Client's own negligence or for the negligence of others.

#### **D. Insurance & Bonding**

AMI 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) AMI shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

#### **E. Augusta Recognition, Ownership, and Publication**

AMI shall ensure recognition of the role of Augusta 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, AMI will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement and preapproved by HCD prior to publication.

All drawings, reports, information, data, and other materials prepared by AMI pursuant to this agreement, or future agreements as amended through the issuance of an agreed upon and signed estimate, are to be the joint property of HCD and AMI, which have nonexclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto, in relation to the Laney-Walker/Bethlehem Neighborhood Redevelopment Area project. Any reuse without written verification or adaptation by either party for the specific purpose intended will be at the owner's sole risk and without liability or legal exposure to HCD or AMI. No material produced in whole or in part under this agreement may be subject to copyright or patent in the United States or in any other country without the prior written permission of HCD and AMI.

**F. Amendments**

Augusta or AMI may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Augusta’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Augusta or AMI from its obligations under this Agreement.

Augusta 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. If such amendments result in a change in the funding, the scope of services, or 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 Augusta and AMI.

Such changes, require compliance with Article 12 of Augusta’s Procurement Policy and Procedures (Contract Administration and Management)

**G. Completion of Architectural and Engineering Drawing**

It is further agreed that SHLTR Architects will complete all architectural design analysis to the addresses listed below with corresponding finalization dates and will submit to Augusta within one-week notice of the completion of each project as described below:

**ARTICLE IV. 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 V. DOCUMENTATION AND PAYMENT**

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to AMI, or any associates 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 Super 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.

- 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.

## **ARTICLE V. ADMINISTRATIVE REQUIREMENTS**

### Conflict of Interest

AMI will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, 7-5- 4109, Super Circular A-110 and Super Circular A-102 and Article 3 of Augusta's Policy and Procedure (Ethics in Public Procurement), (as applicable) regarding the avoidance of conflict of interest.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

AMI covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Bond project that would conflict in any manner or degree with the performance of its services hereunder. AMI further covenants that, in the performing this Contract, it will employ no person who has any such interest.

## **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's publications and/or advertisements. (24 CFR 570.601).
- B. AMI agrees to comply with 24CFR 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.
- C. 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)

- D. 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).
- E. 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.
- F. 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).
- G. 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.
- H. 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

- I. 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.
- J. AMI agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any AMI 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 AMI has been approved and reinstated by HCD.
- K. 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.
- L. 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 Augusta, Georgia in making the project possible. The words "Augusta Georgia Housing and Community Development Department" 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.
- M. 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.
- N. AMI shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- O. AMI shall comply with the Davis Bacon Act 1931.
- P. 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. 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 Architect and/or Engineers and sub-Architect and/or Engineers 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 Architect and/or Engineers and sub-Architect and/or Engineers 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 Architect and/or Engineers shall further agree that, should it employ or contract with any associates in connection with the physical performance of services pursuant to its contract with Augusta, Georgia AMI will secure from such sub-Architect and/or Engineers each sub-Architect and/or Engineer's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the associates affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All Architect and/or Engineers shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the sub-Architect and/or Engineers 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 Augusta-Richmond County. (24 CFR 570.697) **Utilization of Architect and/or Engineers and/or sub-Architect and/or Engineers outside of the Augusta-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 Department of Housing and Urban 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 contract.
- W. AMI represents and warrants that it and its design team are not debarred, suspended, or placed in ineligibility status under the provisions of Article 8 of Augusta's Procurement Policy and Procedures (Suspension or Debarment of Bidder or Proposer Policy) and the 24 CFR 570.609 (government debarment and suspension regulations).
- X. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). AMI shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically

provide for variations of or exemptions from the requirements thereof. As well as the requirements of Article 3, Section 1-10-28 of Augusta's Policy and Procedures (Authority and responsibility of procurement director).

- Y. AMI certifies, to the best of their knowledge and belief that:  
No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- Z. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

AMI shall put forth reasonable, professional efforts to comply with applicable laws, codes, and regulations in effect as use of the date of (execution of this Agreement, submission to building authorities, or other appropriate date). Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle AMI to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

## 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 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. Notwithstanding the above, AMI shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta 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 Laney Walker Bond Financing 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: Garnett L. Johnson, Mayor  
 Municipal Building  
 535 Telfair Street, Suite 200  
 Augusta, Georgia 30901

With copies to:

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

and

Antioch Ministries, Inc. (AMI)  
 ATTN: Scylance B. Scott Jr.  
 1378 Laney Walker Boulevard  
 Augusta, GA 30901

#### **ARTICLE IX. INDEMNIFICATION**

AMI will at all times hereafter indemnify and hold harmless Augusta, its officers, and employees, against any and all claims, losses, liabilities, or damages, including reasonable attorney fees if awarded by a Court with proper jurisdiction due to legal liabilities of AMI, resulting from injuries or damages sustained by any person or persons, corporation or property, to the extent caused by the negligent performance of AMI under 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. Augusta 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 Augusta. For breach or violation of this warranty, Augusta 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 CDBG 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.

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):

By: \_\_\_\_\_  
Augusta, Georgia Law Department

By: \_\_\_\_\_  
**Mayor Garnett L. Johnson**, as its Mayor

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

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

By: \_\_\_\_\_  
**Takiyah A. Douse**, as its Interim Administrator

By: \_\_\_\_\_  
**Hawthorne Welcher, Jr.**, as its Director

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

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

Affix Seal Here:

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

**Lena Bonner**, as its Clerk of Commission

By: \_\_\_\_\_  
**Scylance B. Scott Jr.**, as its Executive  
Director/COO  
**Antioch Ministries, Inc. (AMI)**

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

**APPENDIX 1**  
**Statutes: (Available on Request)**

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

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

Super 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

Lead Based Paint Poisoning Prevention Act

Augusta-Richmond County Procurement Policy

**APPENDIX 2**  
**ARCHITECTURAL AND/OR ENGINEER 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).
  - I. 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).
  - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Architect and/or Engineers Manual and Performance Standards. A copy of this manual is provided to every AMI when included on the HCD Approved Architect and/or Engineers List. A copy is enclosed for inclusion.
3. 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.
4. It is recognized that the Client has certain obligations under local, state, and federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes, and regulations governing construction. Consequently, AMI will be unable to make recommendations or professional determinations that will ensure compliance with the federal accessibility laws and regulations, and AMI shall, accordingly, not have any liability to the Client in connection with same. AMI strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws.
5. The Client acknowledges that it has been advised by AMI to retain a AMI (Accessibility AMI) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues").
6. If Client fails to retain an Accessibility AMI, the Client agrees to release, defend, indemnify, and hold harmless AMI, its officers, directors, employees, and associates (collectively, AMI) from any claim, damages, liabilities, or costs arising out of or in any way connected with Accessibility Issues.

7. AMI shall exercise usual and customer professional care in its effort to comply with applicable laws, codes, and regulations in effect as of the date \_\_\_\_\_. Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle AMI to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
8. In the event of a conflict between laws, codes, and regulations of various environmental entities having jurisdiction over this Project, AMI shall notify the Client of the nature and impact of such conflict.

**APPENDIX 3**  
**SHLTR ACKNOWLEDGEMENT**

SHLTR 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, SHLTR is deemed to possess knowledge concerning Augusta, Georgia’s ability to assume contractual obligations and the consequences of Architect and/or Engineer’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 SHLTR may be precluded from recovering payment for such unauthorized goods or services. Accordingly, SHLTR agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if SHLTR 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 SHLTR. SHLTR 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.

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**Tara Hile, Owner**  
**SHLTR Architects**



## Administrative Services Committee Meeting

Meeting Date: 07/11/2023

HCD\_ Request to Approve HCD's 2023 Federal Funding Agreement Contract Approval Process

<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for the remainder of calendar year 2023 (June – December 2023).
<b>Background:</b>	<p>Each year the Augusta, Georgia receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons with AIDS (HOPWA) funds from the U.S. Department of Housing &amp; Urban Development (HUD). These funds are used to fund agencies and projects to assist low-income persons and revitalize low-income neighborhoods. The Housing and Community Development (HCD) Department annually solicits for proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan. For Calendar Year 2023, Augusta's Action Plan recommends a set of projects and activities to be carried out through Partnership with local non-profits and for profit partners. To carry out these projects, HUD requires the City of Augusta to have agreements with these Partners carrying out the activities described in the Annual Action Plan. Furthermore, there are a various HUD forms / Banking Documents that only require a single authorized official signature. These documents, specifically but not limited to: a) Forms HUD-7082, and b) HUD-40093 shall be authorized for execution by the Mayor (as Augusta, Georgia's HUD Certifying Official). To facilitate the execution of agreements/contract process, HCD proposes the utilization of our attached Agreement/Contract procedural process (see attachment).</p>

This process does not include HCD Homebuyer Subsidy Program requests, Down Payment Assistance Program request and Rehabilitation Program, as

these requests, up to \$25,000 are approved by the Administrator (approved by the Augusta Commission on 7 September 2021, Agenda Item #13).

**Analysis:**

The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged of Housing and Community Development’s (HCDs) progress and projects.

**Financial Impact:**

The city receives funding from the US Housing and Urban Development Department on an annual basis. Last year's HUD agreements granted the City the use of CDBG funds in the amount of \$1,803,558, HOME Investment Partnership funds in the amount of \$977,984, Emergency Solutions Grant funds in the amount of \$156,481, and Housing Opportunities for Persons with AIDS funds in the amount of \$1,045,653.

**Alternatives:**

Do not approve HCD's agreement/contract procedural process request.

**Recommendation:**

Motion to approve HCD's contract procedural process relative to authorization of Agreements / Contracts / HUD Forms related to HCD’s federally funded programs for the remainder of calendar year 2023 (June – December 2023).

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

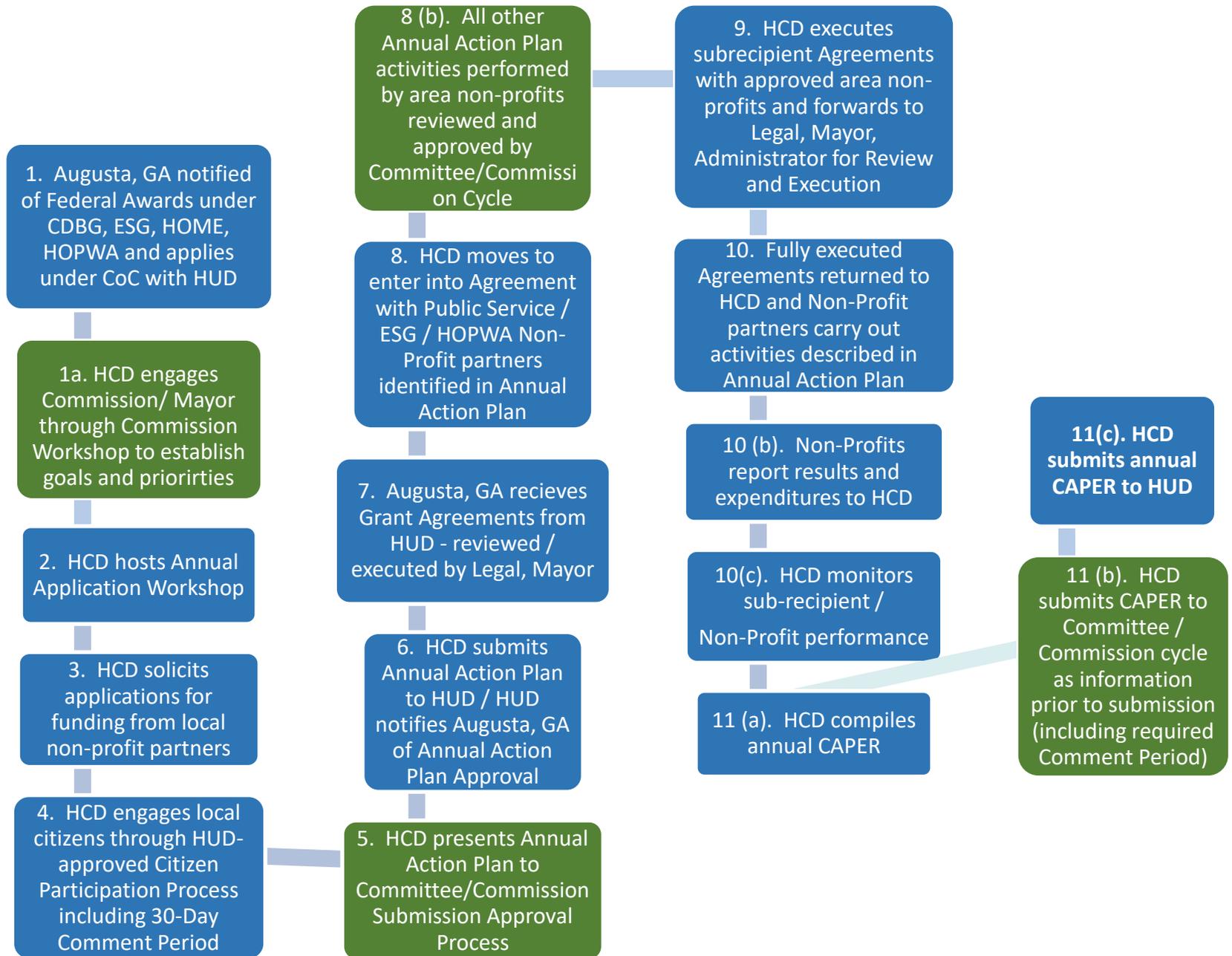
Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Continuum of Care (CoC) funds.

**REVIEWED AND APPROVED BY:**

- Procurement
- Finance
- Law
- Administrator
- Clerk of Commission

# HCD CONTRACT PROCEDURAL FLOW CHART – FEDERAL FUNDS

Item 8.



\*Green boxes denote Augusta Commission Action

17 December 2021

**STATE OF GEORGIA  
COUNTY OF FULTON**

**Lease # 5052**

**RENTAL AGREEMENT  
BETWEEN THE  
AUGUSTA, GEORGIA COMMISSION  
AND  
STATE PROPERTIES COMMISSION**

This **RENTAL AGREEMENT** (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **AUGUSTA, GEORGIA COMMISSION** (hereinafter “Landlord”), whose address is 535 Telfair St., Augusta, Georgia 30901, the **STATE PROPERTIES COMMISSION** (hereinafter “Tenant”), whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, on behalf of **DEPARTMENT OF DRIVER SERVICES** (“Occupying Agency”), whose address is 2206 Eastview Parkway, Conyers, Georgia 30013. The Landlord, Tenant, and Occupying Agency shall collectively be referred to as the “Parties.”

**1. PREMISES**

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, 4,171 square feet of office space located at 3423 Mike Padgett Hwy., Augusta, Georgia, 30906 (hereinafter the “Premises”). The Premises are more clearly identified on the drawing attached hereto as “Exhibit A” and incorporated herein by reference.

**2. RENT/UTILITIES**

(a) In consideration for providing the Premises and the Occupying Agency’s provision of services to Landlord’s citizens, Tenant shall cause the Occupying Agency to pay one dollar (\$1.00) per year to Landlord for occupying the Premises (hereinafter “Rent”).

(b) Tenant shall cause the Occupying Agency to maintain accounts in its name, and pay directly to the providers thereof, the utilities used by the Occupying Agency to service the Premises including electricity, gas, water, sewer, data/internet, and telephone.

**3. USE OF PREMISES**

Landlord and Occupying Agency agree the Premises shall be used solely for the purpose of carrying out the Occupying Agency’s day-to-day services, and the Premises shall only be occupied during Landlord’s normal operating hours.

#### 4. TERM

This Agreement shall be for an initial term commencing on July 1, 2023 and ending on June 30, 2033, (hereinafter the “Initial Term”) unless the Agreement is terminated during the Initial Term or Renewal Term period. If Tenant or Occupying Agency is not in default on any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for ten (10) successive, one (1) year, renewal periods (hereinafter “Renewal Terms”), provided that Tenant’s written notice of its election to exercise its renewal option shall be given to Landlord either forty-five (45) days prior to the expiration of the of the Initial Term or then current Renewal Term or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant’s notice be given to Landlord later than the day prior to the commencement date of the Renewal Term. The Renewal Term shall begin upon expiration of the Initial Term or then current Renewal Term. All of the terms, covenants and provisions of this Agreement shall be applicable for any effective Renewal Term. The Initial Term and all effective Renewal Terms are collectively referred to as the “Term.”

#### 5. REPAIRS

During the Term, Landlord at its sole cost and expense, shall be responsible for servicing, replacing, keeping and maintaining, in good order and repair, all aspects of the Premises, except that Tenant shall reimburse Landlord upon demand for reasonable costs of replacements, maintenance, or repairs necessitated by the willful misconduct of Tenant. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of Landlord’s obligation under this provision.

#### 6. JANITORIAL SERVICES

Tenant shall furnish and pay for all janitorial services for the Premises.

#### 7. INSURANCE

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in “Paragraph 3” hereof. The Tenant and Occupying Agency are prohibited from any use of the Premises or acts on the Premises that may cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and Occupying Agency further agree not to sell, or permit to be kept for use on the Premises, any article(s) which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the

Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency's fixtures, furnishings, equipment and personal property located in the Premises. Occupying Agency shall carry a policy with an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

#### **8. CANCELLATION FOR CONVENIENCE**

The Parties reserve the right to cancel this Agreement for convenience by giving at least one hundred twenty (120) days prior written notice of such cancellation to the non-cancelling Parties. If the property becomes condemned or uninhabitable by no fault of the Parties, this lease is cancelled and both parties shall be released from the terms of this lease and the Property shall revert back to the Landlord. If Insurance covers any of the damage to the structure, it shall be paid to the Landlord.

#### **9. ABANDONMENT**

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event that the Premises are abandoned by the Tenant or the Occupying Agency.

#### **10. REMOVAL OF FIXTURES**

At any time before the expiration, or earlier termination, of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises.

#### **11. NOTICES**

All notices, requests, demands and other communications provided for hereunder shall be in writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated in "Paragraph 1", or at such other address as a party may designate. All parties reserve the right, by written notice, to name a different person or title, and to change the address where notices shall be given.

#### **12. SURRENDER OF PREMISES**

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to surrender the Premises to Landlord in good order and condition; ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord are excepted.

#### **13. ENTRY FOR INSPECTION BY LANDLORD**

The Tenant and Occupying Agency shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs, alterations, or additions to necessary portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business functions.

#### **14. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT**

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior written notice. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

#### **15. ENTIRE AGREEMENT**

This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

**IN WITNESS WHEREOF**, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

(Signatures begin on next page and remainder of page is intentionally blank)



Signed, sealed and delivered  
as to Landlord in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**LANDLORD:**  
AUGUSTA, GEORGIA COMMISSION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
as to Tenant in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**TENANT:**  
STATE PROPERTIES COMMISSION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
as to Occupying Agency in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**OCCUPYING AGENCY:**  
DEPARTMENT OF DRIVER SERVICES

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT B

### RIDER

This Rider shall be a part of the foregoing Master Lease Agreement (the “Agreement”) by and between **AUGUSTA, GEORGIA COMMISSION** as “Landlord,” and the **STATE PROPERTIES COMMISSION** as “Tenant.” In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

- 1.) **GROUNDS MAINTENANCE:** Tenant shall be responsible to keep the premises and the yard/grounds thereof in a clean and sanitary condition and shall immediately pick up or remove any pet waste, garbage or other debris left or deposited onto the premise or grounds thereof. Tenant shall, at tenant’s expense, maintain the premise by cutting, maintaining the premise by watering, weeding and overall conditioning of the lawn, shrubs, trees, and landscaping.
- 2.) **SIGNAGE RIGHTS:** Should Tenant require a signage change in, on, or around the building during the term of the lease, Tenant shall be permitted to update signage. All signage shall be subject to local ordinances and all government or association approvals. All signage will be erected and installed at the Tenant’s expense. The Landlord shall be responsible for ADA signage.
- 3.) **AT-WILL PERIOD:** Landlord and Tenant hereby acknowledge and agree that during the time period from June 30, 2021 through the Commencement Date of this agreement (the “At-Will Period”):
  - a. Tenant’s Subtenant or the state entity occupying the Premises (the “Occupying Agency”) continually occupied the Premises.
  - b. The Occupying Agency continued to pay Rent to Landlord for the Premises.
  - c. Landlord continued to accept Rent from the Occupying Agency.
  - d. No additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period.

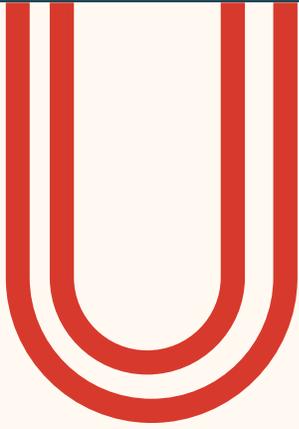


**Administrative Services**

Meeting Date: July 11, 2023

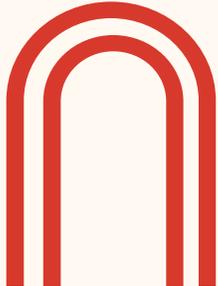
AO DDS Lease

- Department:** Administrator’s Office
- Presenter:** Takiyah A. Douse, Interim Administrator
- Caption:** Motion to approve the lease between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.
- Background:** N/A
- Analysis:** N/A
- Financial Impact:** N/A
- Alternatives:** N/A
- Recommendation:** Approve the lease between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A



# RIGHT SIZING PLAN

TAKIYAH A. DOUSE, INTERIM ADMINISTRATOR  
OFFICE OF THE ADMINISTRATOR



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## MESSAGE FROM THE INTERIM ADMINISTRATOR

Mayor Johnson and Augusta Commissioners,

As tasked, I present to you my recommendations to save money within our consolidated government, without imposing an increase on property taxes. Information within this report is guided by (1) internal department engagement, (2) surveying/benchmarking practices from municipalities from over 30 communities and (3) a robust review of academic resources.

Like all local governments, Augusta is faced with major fiscal challenges (i.e., budget increases, revenue shortfalls, labor shortages, unexpected events) that threaten the timeliness and quality of service delivery. Additionally, the lasting impact of the COVID-19 pandemic has exacerbated these challenges to levels never imagined. In response, local governments must identify budget reduction and revenue enhancement practices—while sustaining citizen service demands.

In conjunction with the right-sizing study, Augusta is also undertaking a class and compensation study that will complement the right-sizing plan. The compensation study will provide accurate data and real-time resources at a more technical level than presented in this plan. In some regard, these individual plans should be considered as companion documents that will guide decision makers in better managing personnel, and programs — while controlling budgetary spending.

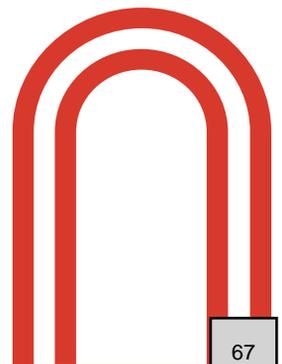
Looking ahead, Augusta will continue to maintain and improve existing service quality, while serving the public in the best possible manner. This will include a multi-disciplinary focus, involving all of our departments in collaboration with residents, civic groups, local businesses and the public at-large.

Finally, I am honored to lead our government to a new era of improved service performance standards, while aggressively leveraging our invested resources to achieve sustainable growth and development. I welcome the opportunity to share this plan with our stakeholders in the community and Region.

Best regards,



Takiyah A. Douse, Interim Administrator



## STUDY PURPOSE AND PRIORITY AREAS

The purpose of the Right-sizing Plan is to present cost-saving and efficiency strategies as a means of right-sizing Augusta's consolidated government through managerial controls. This plan provides best practice strategies in managing personnel, service delivery expectations, procurement services, capital assets and revenue growth (taxes and fees). The priority areas and recommendations presented within this report were compared with academic and government perspectives from across the nation.

To achieve this purpose, staff has identified key priority areas to present to the Commission with detailed recommendations for implementation strategies:

1. **Explore outsourcing services** as a low-cost alternative, where appropriate, to deliver higher and more consistent service performance.
2. **Assess duplicative tasks** throughout departments through policy and procedural changes, pilot programs and organizational restructuring.
3. **Reduce workforce allowances** through position controls to ensure headcount is kept within efficiency limits and that vacant positions are not required to preserve public service integrity standards.
4. **Enhance revenue growth opportunities** through realized tax digest growth, pricing user fees and service charges according to the appropriate benefit received.
5. **Consider liquidating physical assets** which are underutilized—allowing considerable cost-savings in utilities, facility maintenance and long-term capital replacement spending. This category includes vehicles and city-owned facilities.
6. **Improve shared asset management procedures** such as equipment, vehicles, and office space where greater economies of scale can be realized.
7. **Restructure benefits and other personnel expenditures** to realize savings. This can be achieved by evaluating benefits and reducing them to appropriate levels.
8. **Implement technology solutions** through the acquisition of software products, licenses, and hardware.
9. **Mandatory percentage based budget cuts** will allow department directors the opportunity to participate in determining their budget reductions.

# I. OUTSOURCING SERVICES

## A. CENTRALIZE RIGHT-OF-WAY MAINTENANCE

As part of Augusta’s renewed emphasis on centralizing landscaping activities, in fiscal year 2023 the Commission allocated \$500,000 to manage and maintain highly visible right-of-way landscaped areas. This plan included the centralization of areas currently managed by the Engineering and Environmental Services Department (EESD) and the Parks and Recreation (P&R) Department. These combined activities enhance our surrounding aesthetics and are vital to minimizing public safety risk and associated hazard liabilities. By increasing the frequency of grounds related maintenance services, and consolidating vendor services previously utilized by multiple departments, Augusta is able to capitalize by economies of scale. This effort is noted as an added quality of life measure for our community.

## B. CENTRAL SERVICES DEPARTMENT – GROUNDS MAINTENANCE DIVISION

The creation of a CSD-Grounds Maintenance Division will combine the current grounds efforts currently deployed by three (3) different departments. Central Services, Parks & Recreation and Engineering and Environmental Services all have staff responsible for grounds maintenance duties. The scope of work includes services from tree and right of way maintenance, to facility maintenance and park maintenance. Centralizing rounds related maintenance tasks under one department with one vision will seamlessly address Augusta’s resounding concerns about grass and tree maintenance.

While services may continue to be outsourced, allowing the Department to assess the best deployment of resources will ensure a schedule of need is addressed and recurring services are performed.



## II. DUPLICATIVE TASKS

### A. IMPLEMENTATION OF ADVANCED METERING INFRASTRUCTURE (AMI)

Augusta Utilities is continuing its implementation of Advanced Metering Infrastructure (AMI) as a means of streamlining its meter reading activities. The AMI System will result in the reduction of meter reading staff, which is a high-turnover position. This position is extremely labor-intensive and requires specialty knowledge of the system. Full rollout of the meter updates will take five (5) years and throughout this period the number of metering staff needed will be reduced through attrition (retire, resign, or retrained as technicians).

Accurate meters readings will increase revenue for the department and allow the customer to track their usage on an hourly, daily or monthly basis through an online portal.

AMI will feature the following benefits:

- a. Provide timely notification of leaks
- b. Provide customer guidance for meeting local guidelines
- c. Support conservation efforts
- d. Result in efficient service delivery and usage reporting

### Cost Savings/Net Revenue Increase

\$450,000 per year

### B. REDUCE AUTOMATIC DISPATCH OF FIRE TRUCKS

AFD will continue to monitor and adjust first responder emergency calls by limiting the number of first responder calls automatically dispatched to low-priority medical calls once Central EMS becomes fully operational.

This effort can lead to cost savings by:

1. **Reduced equipment costs** such as fire trucks, ambulances, and other specialized gear. Reducing the wear and tear on equipment, will prolong its lifespan and reduce replacement costs.
2. **Reduced fuel and maintenance costs** will be immediately realized as a result of fewer dispatched calls.

In addition to the savings noted above, the department will be able to **improve current response times and improve staff morale**. Resources will be available to respond faster to high-priority calls which will lead to positive outcomes for those in need. Staff has reported frustration when time and resources could be better served for more serious emergencies,

rather than low acuity related calls. By reducing the number of low-acuity calls, staff morale can improve, leading to better job satisfaction and potentially lower turnover rates.

## Cost Savings

\$255,000 per year

### C. REDUCE RESPONSES FOR USE OF AMBULANCE (MEDICAL) CALLS (MED UNIT).

With the addition of our new Emergency Medical Services (EMS) transport provider, Fire will reduce the number of responses by its Med-unit by making this unit only available as a medical sector response for structure fires. The unit will continue to perform and/or assist with training needs, as well as respond to any mutual aid request initiated by the Zone provider. The increased downtime will result in future savings fuel and maintenance cost. Savings will be offset by a reduction in revenue generated from patient care transport charges.

#### Scenarios where AFD will dispatch Medical (Ambulance) Units

1. All structure fires to provide a medical component for staff or victims
2. Mutual aid request when the zone provider reaches zero status for available ambulance service units.

## Cost Savings

\$45,000 per year

### D. IMPROVED FIRE ASSET MANAGEMENT

The department will improve upon current asset management practices. By automating the process of tracking and maintaining the use of physical assets to ensure they are being used effectively and efficiently. This will involve implementing a system to better track equipment and maintain it within the logistics division. The Department will explore City Works or similar software options, to accomplish this task via a digital platform. Automated processes are proven to provide better regulatory oversight, is prolong the lifespan assigned equipment and reduce replacement costs.

The benefits of effective asset management include:

1. **Prolonged lifespan of equipment-** By properly maintaining equipment, it can last longer and require fewer repairs or replacements. This can save money on replacement costs and reduce downtime associated with equipment failures.

2. **Improved Safety-** Well-maintained equipment is less likely to fail during an emergency, which can positively impact the safety of first responders and the public.
3. **Enhanced Efficiency-** By having an accurate inventory of assets and their condition, the department can better allocate resources and reduce downtime associated with equipment failure.
4. **Increased Accountability-** Having an asset management system in place provides accountability for the departments equipment and ensures that assets are being used as intended. This can mitigate misuse or theft of department property.
5. **Compliance-** Asset management can help ensure that equipment is being maintained to comply with regulatory requirements, such as safety and inspection requirements

#### **E. FIRE DEPARTMENT COMMUNITY OUTREACH PROGRAM**

The department will implement more community outreach programs that will educate our community on fire safety and prevention measures through a robust "Alert Augusta" Initiative. The objective for "Alert Augusta" is to meet the Department's mission of providing emergency services through community-focused education, outreach, events, and operational standards that will create a safer Augusta. Each program is rooted in the idea that prevention through education is ideal. The decisions and programs outlined in this plan will take into consideration key data points, Department operations, and community feedback. Evaluating the effectiveness of each program will be conducted with both a short and long-term goal in view. Evaluations will be done regularly on a monthly and yearly basis to determine emerging trends and repeatable successes. The creation of an Education Specialist, dedicated specifically towards the aforementioned efforts, will advance the mission of the Department in this area..

The plan revolves around three distinct principles, "Programs, Data, Partnerships." Creating targeted programs, driven by data, established through partnerships, under the premise, "if its predictable, its preventable." These programs can help reduce the number of incidents, make our community safer, and in turn, reduce the cost of emergency response.

#### **F. COMMUNITY CAT TRAP-NEUTER-RELEASE (TNR) PROGRAM**

A Community Cat TNR program offers a cost-savings by reducing the number of fiscal resources expended on cat food and euthanasia drugs. An additional cost-savings would be realized by reducing the amount of fuel consumed responding to cat related complaints.

**Table 1. Cost-savings by Implementing a TNR Program**

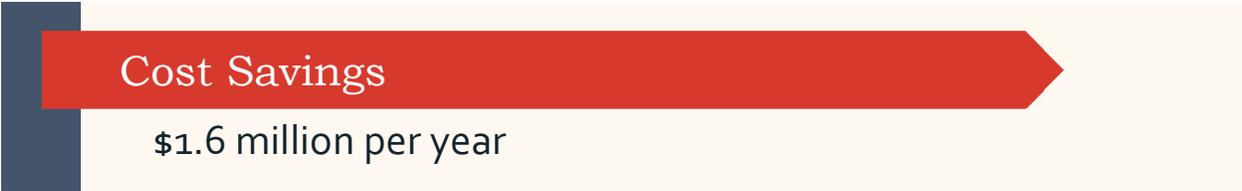
	No TNR Program		Proposed TNR Program
	2021	2022	
Number of Cats Impounded	2,258	2,326	381
Number of Cats Euthanized	1,378	1,443	381
<b>Cost of Food and Cat Litter</b>	<b>\$6,977</b>	<b>\$7,180</b>	<b>\$1,173</b>
<b>Cost to Euthanize</b>	<b>\$1,598</b>	<b>\$1,673</b>	<b>\$441</b>
<b>Cost to Vaccinate</b>	<b>\$6,480</b>	<b>\$6,675</b>	<b>\$1,093</b>
<b>Total</b>	<b>\$15,056</b>	<b>\$15,529</b>	<b>\$2,707</b>



### III. WORKFORCE STAFFING AND POSITION CONTROL

As Of June 6, 2023, Augusta, Georgia has 331 vacancies. This figure represents the entire consolidated government to include elected officials. Of this figure, 34 positions have been vacant for more than twelve months (12) and represent vacancies within the General Fund. While positions are vacant for a myriad of reasons, mass abolishment based upon vacancy date is not recommended. Interim positions, highly trained technical positions, lack of upward mobility and the inability to offer a competitive wage with an attractive benefits package are all reported reasons as to why positions have been vacant for an extended period of time.

The Human Resources Department has ramped up efforts to assist departments with recruiting for positions deemed difficult to fill. Recent job fairs and online marketing efforts have reduced this number year to date.



## IV. ENHANCE REVENUE OPPORTUNITIES

### A. FORECASTED REVENUE GROWTH

Through tax digest growth, increased user fees and service charges according to the appropriate benefit received Augusta will assume enhance revenue growth.

In combination with controlling expenditures, steady and consistent revenue growth is at the heart of Augusta’s long-term (strategic) priorities. This includes various sources of revenue including taxes, fees and user service charges.

As in previous years, Augusta’s economy has remained stable despite the global COVID-19 pandemic possible recession. Consequently, Augusta has been afforded the advantage in maintaining consistent service levels—by keeping personnel and operating costs steady. Our revenue outlook for the next 12-24 months is reflective of our stable local and regional economy. Table 2 below identifies the forecasted increases in major revenue categories.

**Table 2: Revenue FY’23 and FY’24 Outlook**

Revenue Type	2023 Budget	2024 Forecast	Variance
Ad Valorem Taxes*	\$ 49,482,600	\$ 50,967,078	\$ 1,484,478
Sales Taxes*	\$ 43,140,000	\$ 44,434,200	\$ 1,294,200
TAVT*	\$ 10,845,080	\$ 11,170,432	\$ 325,352
Electric Franchise Fees	\$ 12,228,000	\$ 13,753,230	\$ 1,525,230
Alcoholic Beverage Excise Tax	\$ 2,720,000	\$ 2,870,000	\$ 150,000
Local Option Mixed Drink Tax	\$ 900,000	\$ 1,100,000	\$ 200,000
		<b>Total</b>	<b>\$ 4,979,260</b>

\*Growth Rate 3%

**Net Revenue Increase**

**\$5 million**

### B. TRANSFER OF MERCHANT CREDIT FEES TO CUSTOMERS

The Augusta Utilities Department (AUD) currently pays the merchant services bank fee when a customer’s credit card is used to pay a water bill. This is due to historical policy in place because AUD was an early adopter of credit card payment technology for water billing. It was determined, at that time, to absorb the fee as a cost of doing business. Today, credit card

payment of bills is widely accepted, and comparable municipal service departments require customers to pay the fee, if they choose to use a credit or debit card for payment. Transferring the courtesy fee back to the card user would result in substantial savings to the department.

### Cost Savings

\$500,000 per year

#### C. PROPOSED FLAT FEE FOR ALL SURRENDERED ANIMALS

The department recommends a flat user fee of \$50.00 for all animals regardless of the condition of the animal. Currently the department only charges a drop-off user fee (\$50.00) if the surrendered animal is requested to be euthanized (sick or aged). Note: Approximately 1,300 animals are surrendered per year.

### Net Revenue Increase

\$30,000 per year

## V. ASSET DIVESTMENT

#### A. HOME & COMMUNITY DEVELOPMENT (HCD) MANAGEMENT

The 2008 Laney Walker/Bethlehem Revitalization Implementation Plan details the acquisition of area residential and commercial parcels. The specific developmental areas of community economic development defined within the plan, are listed below.

##### DEVELOPMENT AREAS MANAGED BY HCD

1. New construction for homeownership,
2. Historic restorations for affordable rental housing,
3. Façade development,
4. Acquisition and rental housing development,
5. New construction mixed use development

Although the departmental focus has remained the same, the strategic developmental approach to each developmental area has shifted in some respects, making certain parcels acquired expendable and ready to be disposed. However, these parcels should be sold to the right development/contractor for like-minded community purposes.

Based on this maneuvering, Augusta could realize a direct capital infusion of funding from the sale of approximately twenty-five (25) lot parcels across a five-year period.

### Net Revenue Increase

\$125,000 over 5 years

#### B. LIQUIDATION OF UNDERUTILIZED ASSETS

Real property owned by the City of Augusta represents a considerable investment of public funds. Proper managerial control of the assets should include efficient utilization and often disposition of property deemed surplus in accordance with policy or restrictions governing property disposition.

Augusta has valuable unused/surplus assets (land, buildings, etc.) that can be sold for private market use. The advantages from these asset sales can provide several positive short-term and long-term outcomes such significant revenue increases—as well as facility maintenance and utility cost-savings. Table 3 below identifies potential surplus property for disposition consideration, including location and current appraisal value.

**Table 3: Proposed Surplus Asset by Appraisal Value**

Description	Address	Appraisal Value
Old Engine Company #12	5098 Mike Padgett Hwy	\$ 222,751
Chamber of Commerce	600 Broad Street	\$ 483,202
Sheriff Substation South Side	3425 Mike Padgett Highway	\$ 281,574
Riverfront Property	330 Prep Phillips	\$ 716,360
<b>Grand Total</b>		<b>\$ 1,703,887</b>

### Net Revenue Increase

\$1.7 million

#### C. LIQUIDATION OF SELECTED AUGUSTA PARKS

In 2022, the Augusta Commission conducted several public engagement activities to consider underused parks for divestiture. In addition to public meetings (in Commission Chambers) the Commission also conducted a 'Parks Tour' to observe (onsite) and discuss the current conditions of the identified parcels.

A key component of the potential cost-savings afforded from divestiture includes capital spending for improvements as well as maintenance. This particularly notable, considering that Augusta does not own parks that it currently assumes maintenance responsibilities. Table 4 highlights parks previously considered for divestiture.

**Table 4: Previously Recommended Parks for Divestment**

Park Facility	Current Cost to Maintain	Future Cost to Maintain	Cost Savings
Alexander Park	\$ 4,845	\$ 254	\$ 4,591
Bedford Heights	\$ 7,485	\$ -	\$ 7,485
Heard Ave Park	\$ 6,390	\$ 2,415	\$ 3,975
West Augusta Soccer Park	\$ 122,180	\$ -	\$ 122,180
Wood Street Park	\$ 8,335	\$ 1,560	\$ 6,775
<b>Total</b>	<b>\$ 150,000 est.</b>		<b>\$ 145,000 est.</b>

Cost Savings

\$145,000 per year

## VI. SHARED ASSET MANAGEMENT

### A. IMPROVED ASSET MANAGEMENT

The Office of the Administrator is recommending two (2) key cost-saving approaches as part of an improved shared asset program.

#### 1. Reassigning Underutilized Vehicles

In lieu of purchasing new assets, vehicles deemed underutilized for consecutive years can be reassigned to departments requesting new vehicles (cars, vans, trucks).

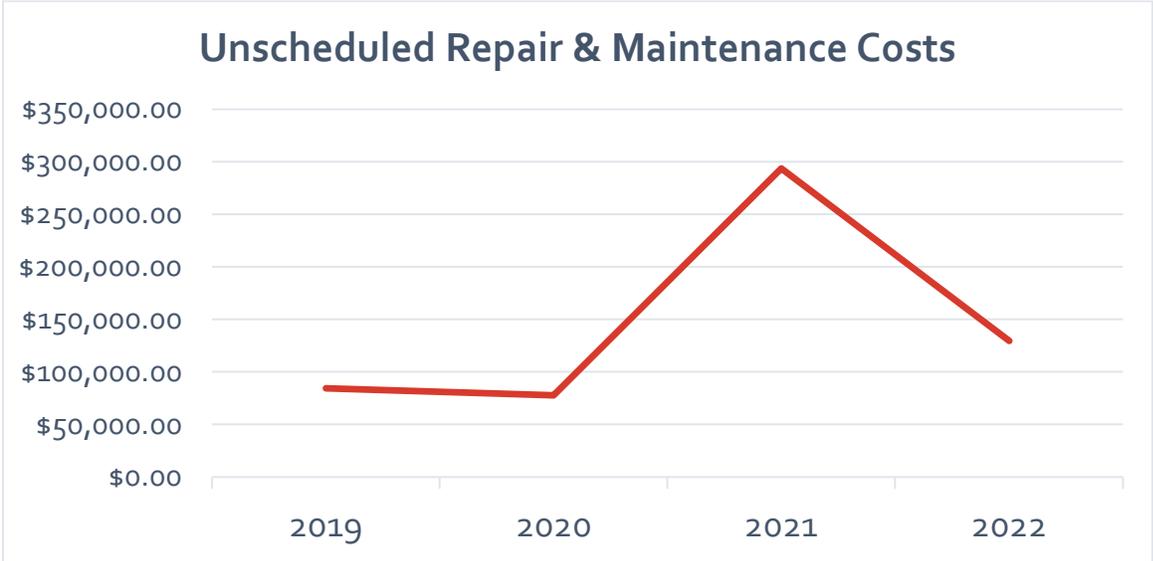
#### 2. Addressing Unscheduled Maintenance.

Departments will be held accountable for ensuring that routine maintenance is performed on all fleet assets deemed necessary. The tasks to be performed by vehicle operators include:

**Note:** Central Services Department estimates a 10%-20% cost reduction by implementing these measures

- Figure A. Measures to Reduce Vehicle Maintenance Costs**
- a. Daily vehicle and/ or asset inspections
  - b. Annual Safety Driving Training and regular operator training
  - c. Hold operators accountable for continuing to operate asset without the proper preventive maintenance

**Figure B. Unscheduled Vehicle Maintenance Costs FY19-22**



**Table 5. Cost Savings from Improved Scheduled Maintenance**

Total FY19-22	Yearly Avg.	10% Cost-Savings	20% Cost-Savings
\$ 585,388	\$ 146,347	\$ 14,635	\$ 29,269

Cost Savings

\$30,000 per year

## VII. RESTRUCTURE BENEFIT PLANS

### A. HEALTH INSURANCE RESTRUCTURING

Healthcare costs are a large and rapidly growing cost for local governments. Consequently, controlling healthcare costs is significantly vital to Augusta's financial stability.

To this end, Augusta is undertaking measures to address cost factors impacting its overall health expenditure liability. These measures are centered on new data collection/tracking and reporting metrics.

In cooperation with Augusta's benefit insurers, the following cost-saving are anticipated in the next three years.

- A. **Cancer Treatment (\$3M Annual Expenditure):** Educating employees on the value of preventive screenings. Estimated cost savings: \$100,000/yr.
- B. **Musculoskeletal Injuries (\$1.5M Annual Expenditure):** Promoting and encouraging employee participation in the revised Anthem Musculoskeletal Program: Estimated savings: \$30,000/yr.
- C. **Health and Condition Assessment:** Implementing new wellness tools such as the 'Sydney App', which will increase employee understanding of when and how to access care. Estimated savings: \$60,000/yr.
- D. **COVID Treatment (\$1.1M Expenditure in 2022):** Augusta anticipates a significant decrease over the next three years due to lower infections. Estimated savings: \$400,000 over the next 3-5 years.

Cost Savings

\$300,000 per year

## VIII. TECHNOLOGY SOLUTIONS

### A. AUGUSTA 311 SOFTWARE SOLUTIONS

#### 1. Current Inefficiencies

Augusta currently manages two separate software platforms to manage its 311 Call Center service requests and workorder operations. Working with multiple vendors presents scheduling challenges along with software limitations between the platforms. Troubleshooting issues will be less cumbersome due to the unified platform and the ability to turn features on and off in both the web and mobile environment.

#### 2. Implementing Cost Savings

Beginning this summer, Augusta will move back to a single platform which will not only reduce overall software costs but decrease redundancy. This will reduce errors by decreasing the number of support staff needed to make modifications to the system.

**Table 6. Current vs. Future Costs for 311 Software Platforms**

Software	Services Provided	Cost
Motorola	Internal Intake	\$ 70,000
See-Click-Fix	Web Portal/Mobile App	\$ 29,000
<b>Total</b>		<b>\$ 99,000</b>

Software	Services Provided	Cost
Motorola	<i>Combined</i> Internal Intake/Web Portal/Mobile App	\$ 77,000
<b>Total</b>		<b>\$ 77,000</b>

**Cost Savings**

\$20,000 per year

## IX. PERCENTAGE BASED BUDGET CUTS

### A. IMPLEMENTING ACROSS THE BOARD CUTS

Across-the-board cuts can have a positive and negative impact on both the budget and service delivery. While this measure can immediately reduce the amount of expenditures (short-term and long-term), this method can simultaneously reduce the overall value of our public services. From a managerial control perspective budget cuts can motivate program managers to shape and size programs in a more efficient and effective way than previously operated. Figure C below identifies across-the-board options commonly used in fiscal management.

#### Figure C. Department Budget Cutting Options

1. Percentage across all departments (equity approach)
2. Percentage across targeted departments (targeted approach)
3. Targeted program or service within a specific department (change in governing-body priorities)

Historically, Augusta has been reluctant to implement budget reductions at the expense of service level reductions. Typical reasons for such unwillingness were the fact that budget expenditures are heavily weighted toward personnel cuts. Thus, a large reduction in expenditures is typically realized only by reducing personnel—which in turn reduces the capacity to provide services. Other factors that create challenges of budget cuts include:

1. Negative Impact on Supplies and Contract Services: These line-item categories comprise 30% of the total budget, leaving little room to reduce the total budget by 5 or 10%.
2. Minimal General Fund Impact: Out of the total budget, 37% is controlled by Administrator/Reports to Commission, 57% controlled by elected officials, 4% is paid to outside agencies and 2% by Boards such as Elections and Tax Assessor. A true across the board cut would have to apply to all. Historically that has not happened.
3. Negative Impact on Larger Departments: In departments such as Central Services or Recreation, a large part of their non-salary budgets are allocated to Utilities where reductions are not easily controlled. In other areas, some large expenditures are tied to contracts - such as prisoner medical costs.

Table 7. Savings Compilation

Cost Savings Category	Amount
I. Outsourcing Service	-
II. Duplicative Tasks	\$ 765,000
III. Workforce Staffing and Position Control	\$ 1,600,000
IV. Enhance Revenue Opportunities	\$ 5,530,000
V. Asset Divestment	\$ 1,870,000
VI. Shared Asset Management	\$ 30,000
VII. Restructure Benefit Plan	\$ 300,000
VIII. Technology Solutions	\$ 20,000
IX. Percentage Based Budget Cuts	-
<b>Total</b>	<b>\$10,115,000.00</b>

Note : Figures provided within this report are estimates only.



**Administrative Services**

Meeting Date: July 11, 2023

AO Rightsizing Presentation 07.11.23

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- Department:** Administrator’s Office
- Presenter:** Takiyah A. Douse, Interim Administrator
- Caption:** Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse.
- 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
- REVIEWED AND APPROVED BY:** N/A



Takiyah A. Douse  
Interim Administrator

Date: March 20, 2023

To: Mayor Garnett Johnson  
Mayor Pro Tem Brandon Garrett  
Commissioner Jordan Johnson  
Commissioner Stacy Pulliam  
Commissioner Catherine Smith McKnight  
Commissioner Alvin Mason  
Commissioner Tony Lewis  
Commissioner Sean Frantom  
Commissioner Bobby Williams  
Commissioner Francine Scott  
Commissioner Wayne Guilfoyle

From: Takiyah A. Douse, Interim Administrator

Subject: Junior Achievement

In response to the directive given by the Commission on Tuesday June 6, 2023, I render the following communication as it relates to the CSRA Junior Achievement Discovery Center partnership request.

**Background:** The Columbia County and Richmond County Board of Education Systems have partnered to bring a Junior Achievement Discovery Center (JADC) to the CSRA. The JADC is designed to prepare today’s students for tomorrow’s economy. With the financial support of local industries and businesses, the center will provide CSRA middle school students with a hands-on interactive simulation center detailing real life experiences.

Junior Achievement of Georgia has asked Augusta, Georgia to partner in this venture. The partnership entails the following components:

- 1. Branding of the Town Hall within the JADC
- 2. Brand recognition tied to the JA BizTown and JA Finance Park simulations

**Recommendation:** Enter into a multi-year Memorandum of Understanding for five years with Junior Achievement of Georgia. Payment of \$50,000 in five \$10,000 increments.

The Office of the Administrator and Junior Achievement will draft the MOU for review by the Law Department and final Commission approval.



## **Partnership Proposal to Sponsor a Town Hall- Augusta-Richmond County & Junior Achievement of Georgia**

Junior Achievement (JA) of Georgia is committed to developing an interactive simulation center to provide hands-on learning experiences and exposure to future opportunities for our youth. The JA Discovery Center will consist of two hallmark JA programs – *JA BizTown* and *JA Finance Park*. Through these programs, Georgia's students will interact with community volunteers, while applying concepts they've learned in the classroom covering topics from entrepreneurship to financial literacy, giving them an engaging look at what their futures could hold.

As a part of this agreement, Augusta-Richmond County will serve as a partner and sponsor of the JA Discovery Center comprised of a 5-year, \$10,000 annual investment. This annual investment will be half of a \$20,000 total annual investment. The additional \$10,000 annual fee will be paid by another governmental entity. Both governments will have equal opportunity to brand, market, and design the space.

### **TOWN HALL SPONSOR INSIDE *JA BIZTOWN* & *JA FINANCE PARK***

This partnership entails two primary components:

- 1) The ability to brand the Town Hall within the JA Discovery Center, which creates an interactive marketing opportunity to showcase local government, services, careers, and core values of Augusta-Richmond County.
- 2) Brand recognition tied to the JA BizTown and JA Finance Park simulations – both at JA Discovery Center and within marketing collateral, in-school curriculum, and optional take-home pieces.

### **AS A PART OF THIS PARTNERSHIP, THE FOLLOWING WOULD BE PROVIDED BY JA:**

- Rights to sponsor the official Town Hall inside the JA Discovery Center, consisting of ~200 square feet of space – built-out to the appropriate specifications to create an authentic and immersive Augusta-Richmond County brand experience, including exterior façade signage and interior design.
- Ability to design a branded digital one-pager that will be used within the in-school curriculum for students and teachers.
- Augusta-Richmond County's name to be permanently displayed and recognized on the "Founder's Wall" inside the JA Discovery Center, providing exposure to more than 25,000 visitors annually.
- Opportunity to provide a take-home element from the JA Discovery Center for students and parents.
- Recognition in marketing collateral applicable to the JA Discovery Center.
- Opportunity to use the reception area, theater, classroom, and/or the board room for corporate meetings, events, and other functions.

### **THIS PARTNERSHIP WOULD PROVIDE AUGUSTA-RICHMOND COUNTY RECOGNITION TO THE FOLLOWING AUDIENCES:**

- 15,000+ students annually coming through the JA Discovery Center from Columbia County School District, Richmond County School System, plus charter schools, private schools, and middle schools from outlying systems.

- 22,500+ parents of students who will receive take-home information and take-home pieces about the JA Discovery Center experience.
- 2,500+ volunteers annually coming through the JA Discovery Center representing employees, parent and community groups from many of the CSRA's top companies.
- 600 teachers annually coming through JA Discovery Center.
- Recognition in the JA Investors Club list at appropriate levels, displayed on JA of Georgia website and in Atlanta Business Chronicle special edition.

## CONSIDERATIONS

- Storefront partnerships are structured as an initial 5-year term, which can be renewed for multiple years past that point. All original partners are provided first right of refusal to renew in the space.
- JA will provide Augusta-Richmond County a broad menu of volunteer opportunities for employee engagement around this initiative.
- Annual investments do not include additional "build-out costs" for those businesses within *JA BizTown* and *JA Finance Park*, which would be above and beyond these investment levels.

## STOREFRONT INVESTMENTS

Total commitment of \$ 50,000 over a 5-year term:

- 2023- \$10,000 invoiced by June 30, 2023
- 2024- \$10,000 invoiced by June 30, 2024
- 2025- \$10,000 invoiced by June 30, 2025
- 2026- \$10,000 invoiced by June 30, 2026
- 2026- \$10,000 invoiced by June 30, 2027



## JA BIZTOWN

An unforgettable experience where 6<sup>th</sup> grade students interact within a simulated economy and take on the challenge of running a business. Here, students discover the intricacies of being an employee and citizen, while exploring a myriad of opportunities awaiting their future.



**JA FINANCE PARK**

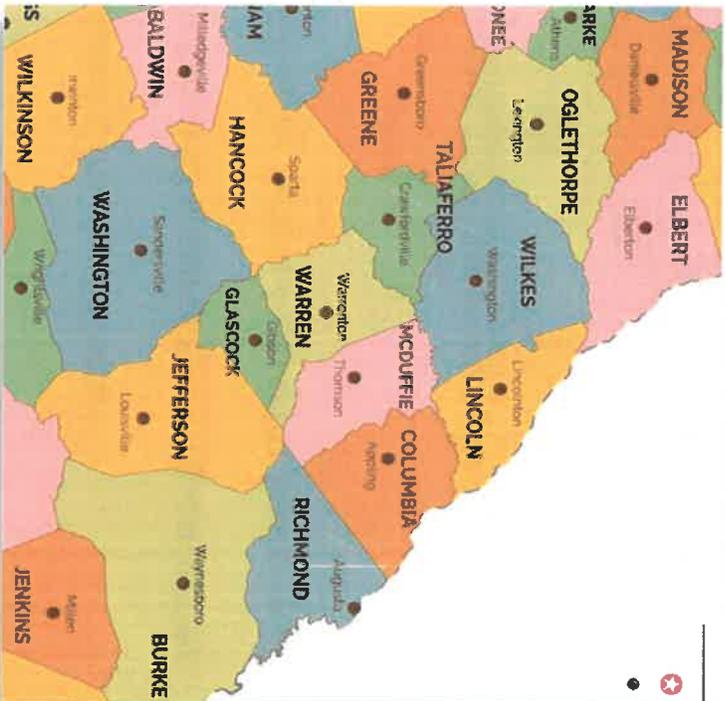
An authentic simulation where 8<sup>th</sup> grade students experience their financial futures. Guided by their assigned 'life situation,' students apply knowledge gained in the classroom to make household budget decisions; ultimately, building skills to confidently navigate today's economic environment.



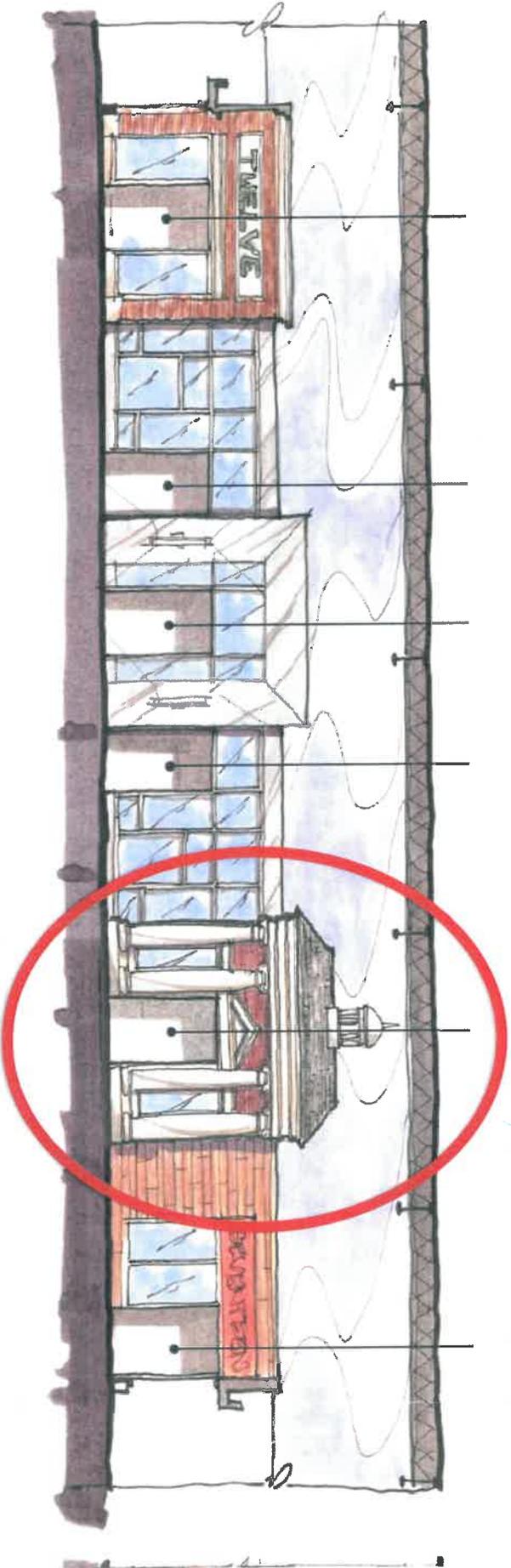


# SCHOOL DISTRICT PARTICIPATION

<b>SCHOOL DISTRICT</b>	<b>TOTAL STUDENTS 6<sup>TH</sup> + 8<sup>TH</sup></b>
<b>COLUMBIA</b>	<b>4,500</b>
<b>RICHMOND</b>	<b>4,500</b>
<b>COMBINED - Burke, Jefferson, Wilkes, McDuffie</b>	<b>1,700</b>
<b>PRIVATE SCHOOLS</b>	<b>~500</b>
<b>AIKEN COUNTY, SC</b>	<b>3,500</b>
<b>TOTAL ESTIMATED STUDENTS =</b>	<b>14,700</b>



- We need equal representation between Richmond and Columbia County inside the Discovery Center
- This will impact ALL middle school students in Richmond County Schools
- More than 2,500 volunteers inside this space annually from the surrounding counties
- The Richmond County School System and Columbia County School District have made equal capital investments into this project



# JA DISCOVERY CENTER OF THE CSRA PARTNERS

- Delta Airlines
- Family YMCA of Greater Augusta
- Georgia Power
- Publix
- SRP Federal Credit Union
- Chick-Fil-A
- Jim Hudson Lexus
- Augusta University
- Georgia United Credit Union
- Augusta Technical College
- Bank of America
- United Way of the CSRA
- Community Foundation for the CSRA
- ADP

## discoverycenter of the CSRA



*6th location*





**Administrative Services**

Meeting Date: July 11, 2023

AO JA Discover Center

<b>Department:</b>	Administrator’s Office
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Receive as information a written recommendation from the Administrator regarding a funding request for the JA Discovery Center of the CSRA from Ms. Ashley Whitaker representative Junior Achievement of Georgia.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Received as information a written recommendation from the Administrator regarding a funding request for the JA Discovery Center of the CSRA from Ms. Ashley Whitaker representative Junior Achievement of Georgia.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A