Administrative Services Committee Meeting Commission Chamber - 11/10/2015

ATTENDANCE:

Present: Hons. M. Williams, Chairman; D. Williams, Vice Chairman; Lockett, member.
Absent: Hons. Hardie Davis, Jr., Mayor and Davis, member.

<u>ADMINISTRATIVE SERVICES</u>

1. Update from the Augusta Housing Authority regarding the Cherry Tree Crossing Housing Project. **(Requested by Commissioner Marion Williams)**

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner William Lockett	Passes

2. Motion to amend the Laney Walker / Bethlehem Urban Redevelopment Plan (that designates Laney Walker / Bethlehem as an Urban Redevelopment Area (URA)) to include the development efforts of community partner - Walton Communities in the old Cherry Tree Crossing area. (Originally approved by Commission March 16, 2010)

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Dennis Williams	Passes

3. Update from the General Counsel regarding the request for information

Item

(10/13/15) for a list of attorneys working for the various ARC Boards, Authorities and Commissions. **1)** how they were hired **2)** how long they've been there and **3)** total amount paid in compensation. **(Requested by Commissioner Marion Williams) (Referred from November 3 Commission meeting)**

Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner Marion Williams	Passes

4. Renew self-funded Health and Welfare plans with BCBS Georgia, EyeMed and Delta Dental.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner William Lockett	Passes

5. Update from the General Counsel regarding the request for information relative to the compensation paid to the various ARC Boards, Authorities and Commissions and by what authority. **(Requested by Commissioner Marion Williams) (Referred from November 3 Commission meeting)**

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner William Lockett	Passes

6. Motion to reauthorize the ordinance designating the Laney-Walker Enterprise Zone. (Originally approved by Commission May 21, 2002)

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Dennis Williams	Passes

7. Motion to approve the minutes of the Administrative Services Committee held on October 27, 2015.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Dennis Williams	Passes

8. Discuss whether the revitalization of the Laney Walker/Bethlehem Area has had on longtime residents and businesses. Explain what methodologies are utilized or needed to accomplish revitalization without displacement. Provide demographic and socioeconomic status of those displaced and of those moving into the revitalized properties. (Requested by Commissioner Lockett) (Referred from October 27 Administrative Services Committee)

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Dennis Williams	Passes

9. Motion to reauthorize the ordinance designating the Rocky Creek Enterprise Zone. (Originally approved by Commission May 21, 2002)

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve.	Commissioner	Commissioner	Passes

	Motion Passes 3-0.	William Lockett	Dennis Williams	

10. Motion to approve renewal of Consulting Agreement with USI Insurance Services (formerly known as Well Fargo Insurance Services) to continue to provide strategic benefit planning, design, funding, administration, and communication services with respect to Augusta's employee benefit program.

Item Action: Approved

Motions

Motion Type	**Motion Text**	**Made By**	**Seconded By**	**Motion Result**
Approve	Motion to approve. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Dennis Williams	Passes

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Attendance 11/10/15

Department:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

<u>REVIEWED AND APPROVED BY</u>:

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Cherry Tree Crossing Housing Project

Department:	
Caption:	Update from the Augusta Housing Authority regarding the Cherry Tree Crossing Housing Project. **(Requested by Commissioner Marion Williams)**
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

<u>REVIEWED AND APPROVED BY</u>:

The Laney Walker and Bethlehem

Urban Redevelopment Plan

Prepared by:

APD Urban Planning & Management, LLC
in association with
Contente Consulting, Inc.

TABLE OF CONTENTS

1.0 Introduction

The Laney Walker and Bethlehem Urban Redevelopment plan provides a general blueprint for redevelopment of blighted areas within the City of Augusta. The Laney Walker and Bethlehem Urban Redevelopment Plan was created in accordance with Section 36-61-7 of Georgia's Urban Redevelopment Law. Designation of a the Laney-Walker and Bethlehem neighborhoods as an urban redevelopment area will be a powerful tool to support significant economic development and enhanced quality of life for the citizens of these communities.

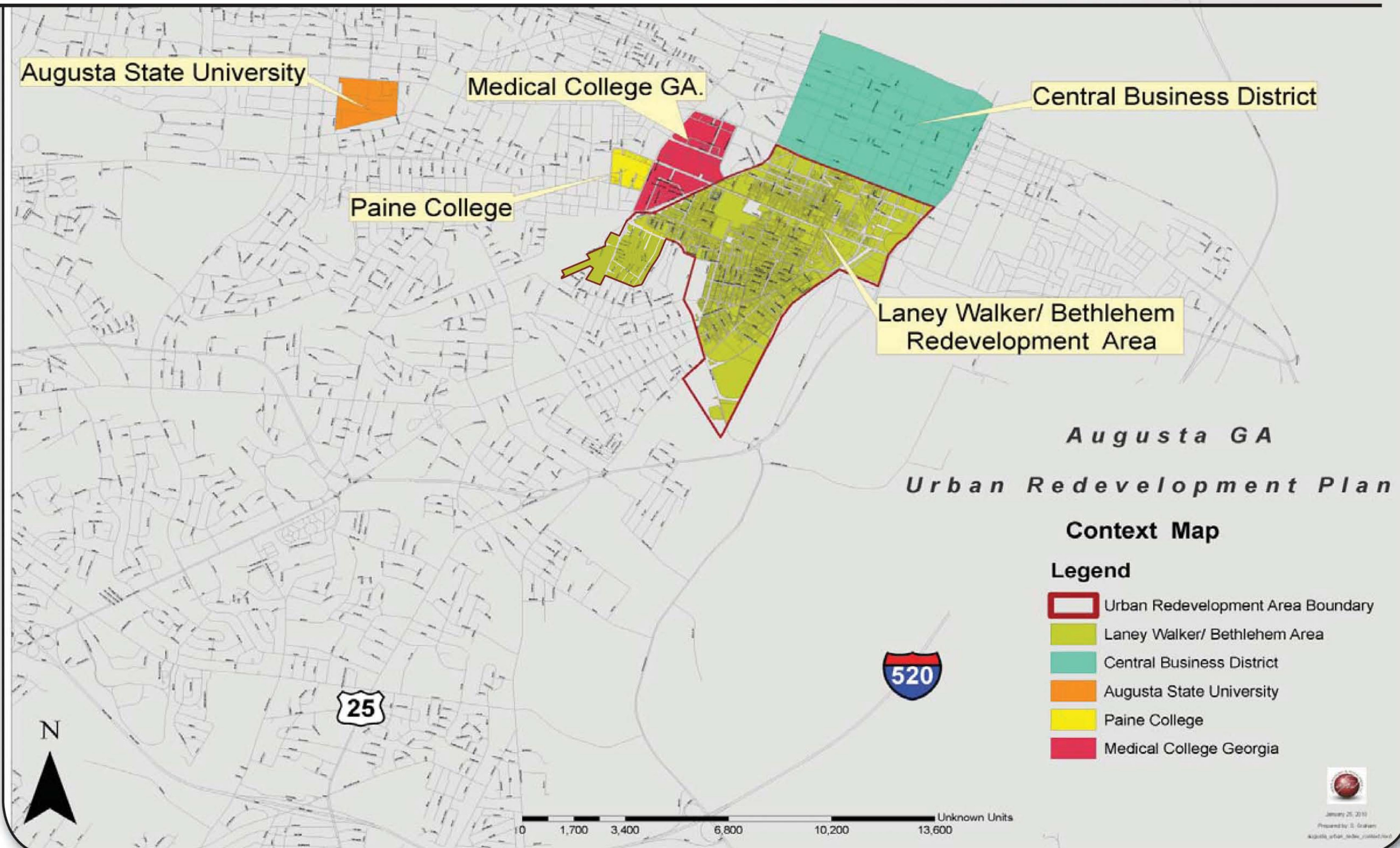
The desire to revitalize this historic area was initiated in 2008 when the Augusta City Council passed a $1 dollar hotel-motel tax. This made approximately $750,000 annually available over a 50-year period to finance future redevelopment projects. In order to pursue the issuance of bond financing for project development, an Urban Redevelopment Plan and Blight Findings Report is required.

The Laney Walker and Bethlehem Urban Redevelopment Plan conforms to the requirements of the Urban Redevelopment Law, Official Code of Georgia Annotated Section 36-61-1, et. seq. It includes supporting documentation that will facilitate its implementation, such as maps and graphic illustrations, in order to guide the development pattern and redefined the character of the area. The Redevelopment plan articulates goals and objectives, describes strategies for accomplishing them, and identifies financial incentives for redevelopment.

2.0 Urban Redevelopment Area Defined

Laney Walker and Bethlehem Urban Redevelopment Area is within close proximity to key employment facilities such as Georgia Medical Center Complex, Medical College of Georgia, Paine College, area hospitals, and downtown amenities. Downtown businesses are diverse including the health care industry, public sector employers (City-County government, Board of Education, etc.) and local large industrial companies. Due to the redevelopment area's proximity to the Central Business District and major employers there presents considerable opportunities for redevelopment.

MAP 1. CONTEXT MAP WITH REDEVELOPMENT AREA BOUNDARY MAP



Much of the redevelopment area is part of the Laney Walker and Bethlehem neighborhoods and a National Historic District which includes a collection of properties listed individually as Historic Properties. The Laney Walker and Bethlehem Urban Redevelopment Area benefits from being adjacent to downtown Augusta, near the Savannah River and is bisected by part of the Augusta Canal National a Historic Landmark.

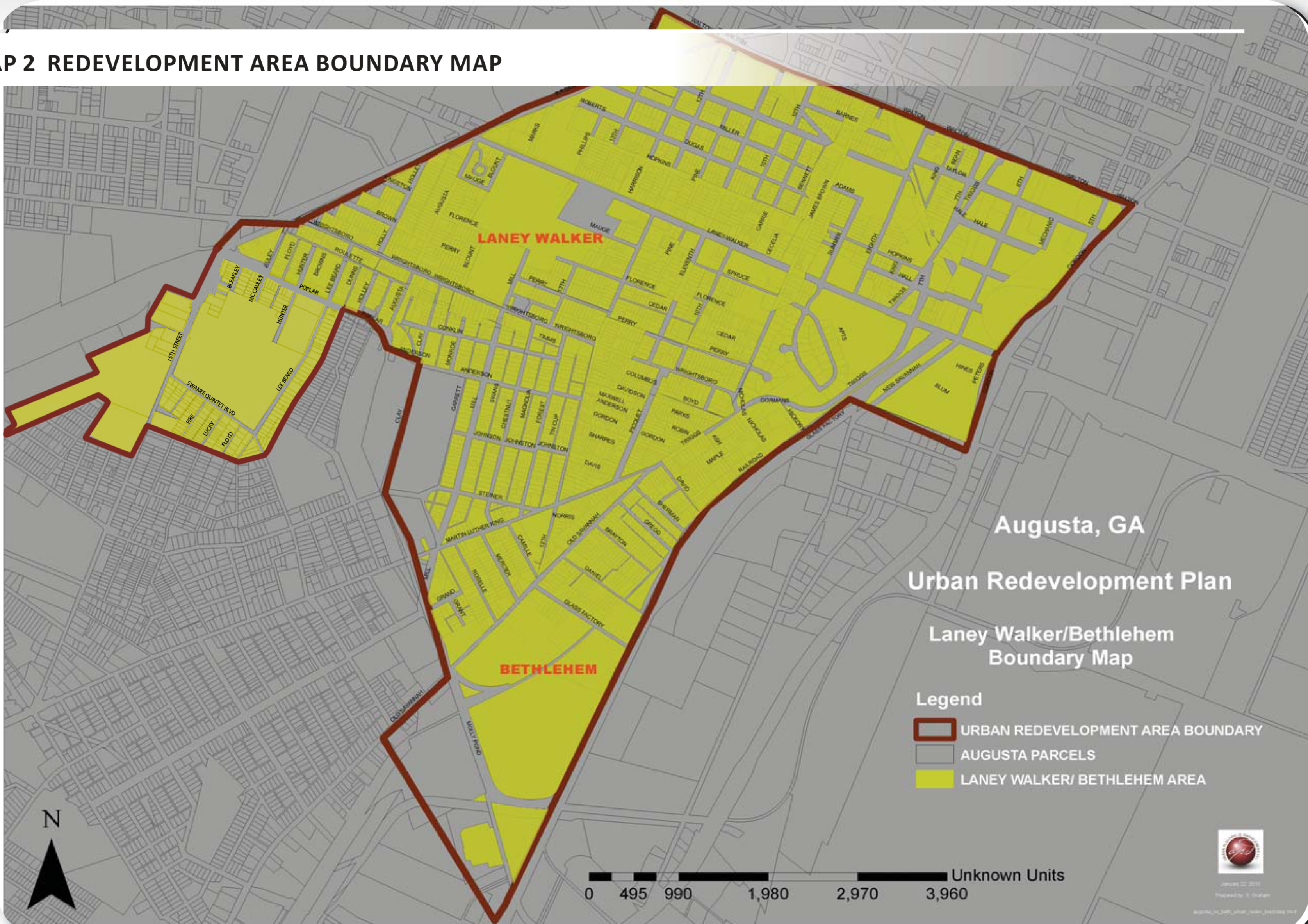
2.1 Boundary & Description of Laney Walker and Bethlehem Urban Redevelopment Area

The Laney Walker and Bethlehem Urban Redevelopment Area is located in the eastern portion of the City of Augusta, south of the downtown area and generally defined by Walton Way to the north, Gordon Highway, Old Savannah Road, Twiggs Street and Lee Beard Way to the east, the existing railroad line to the northwest and R.A. Dent Boulevard and the rail line west of 15th street to the west and Swannee Quintet Blvd to the south

2.2 Blight Findings Summary

The Blight Findings Report described the physical, economic and regulatory conditions within the Laney Walker and Bethlehem Redevelopment Area. The methodology utilized to accomplish the task included a review of City of Augusta GIS data; field studies and windshield surveys; a review of City provided statistics; a review of the City's Comprehensive Plan and other studies prepared by the City including a market analysis. The information summarized within the Blight Findings report is comprehensive and more than adequate by the standards established through the Urban Redevelopment Law (Official Code Georgia Annotated Section 36-61-1 et. seq.) to establish and support the finding of blighted conditions within the study area.

MAP 2 REDEVELOPMENT AREA BOUNDARY MAP



Analysis from the Blight Findings Report for the Laney Walker and Bethlehem Urban Redevelopment Area documented the factors, which contribute to a finding of blight. The following blight indicators described in the Urban Redevelopment Law (Official Code Georgia Annotated Section 36-61-1, et. seq.) are listed below.

d) Deteriorated or poorly maintained housing stock

f) Visual Blight (examples might include poor quality strip commercial buildings, barren parking lots, broken or missing sidewalks and curbs, poor drainage, garish)

m) Greater percentage of the population below the poverty level

o) Substandard public infrastructure (lack of sidewalks and pedestrian amenities, lighting, recreational facilities or open space, poor water quality or drainage)

p) Confusing, dangerous or inefficient street layout

Additionally, several other factors of blight are believed to exist. APD Urban Planning and Management, LLC (APD) believes that these indicators currently exist in the study area and would be further supported by updated data. These factors include:

b) Low real estate values and

i) Higher unemployment rates than the surrounding area

2.3 Physical Conditions of the Laney Walker and Bethlehem Urban Redevelopment Area

Properties within the urban redevelopment area are comprised of small, irregular-shaped lots, buildings close to or at the property line, narrow setbacks between buildings, neighborhood scale businesses, pedestrian scale blocks with access to public transit, as well as, civic and institutional uses which are dispersed throughout the area. Analysis of the existing conditions was based on an APD survey of over 2,100 buildings and review of parcel maps.

If parcels remain sub-divided as they are currently the real estate value and taxable value of the properties within the redevelopment area will continue to decline. However, through reinvestment carefully designed land uses and building types could become more viable as a variety of housing types and options become available. Infill development will be vital to eliminate the vacant and underutilized parcels. A mix of uses and housing types will be needed to identify a renewed character to the neighborhood core as well as commercial corridors that make up the Urban Redevelopment Area.

The Urban Redevelopment Area has a relatively high percentage of housing units classified in below average condition. While a fair portion of the properties are identified as in good condition (639 properties) a comparison reveals that 71 percent are deteriorated and dilapidated compared to 29 percent which are either good, fair or poor condition. A significant factor contributing to the number of vacant, abandoned, or underutilized properties is due to the volume of obsolete inventory made up of both residential and commercial properties. Approximately 26 percent of units in the study area were reported as vacant.

Good Condition

Fair Conditions

Poor Condition

Deteriorated

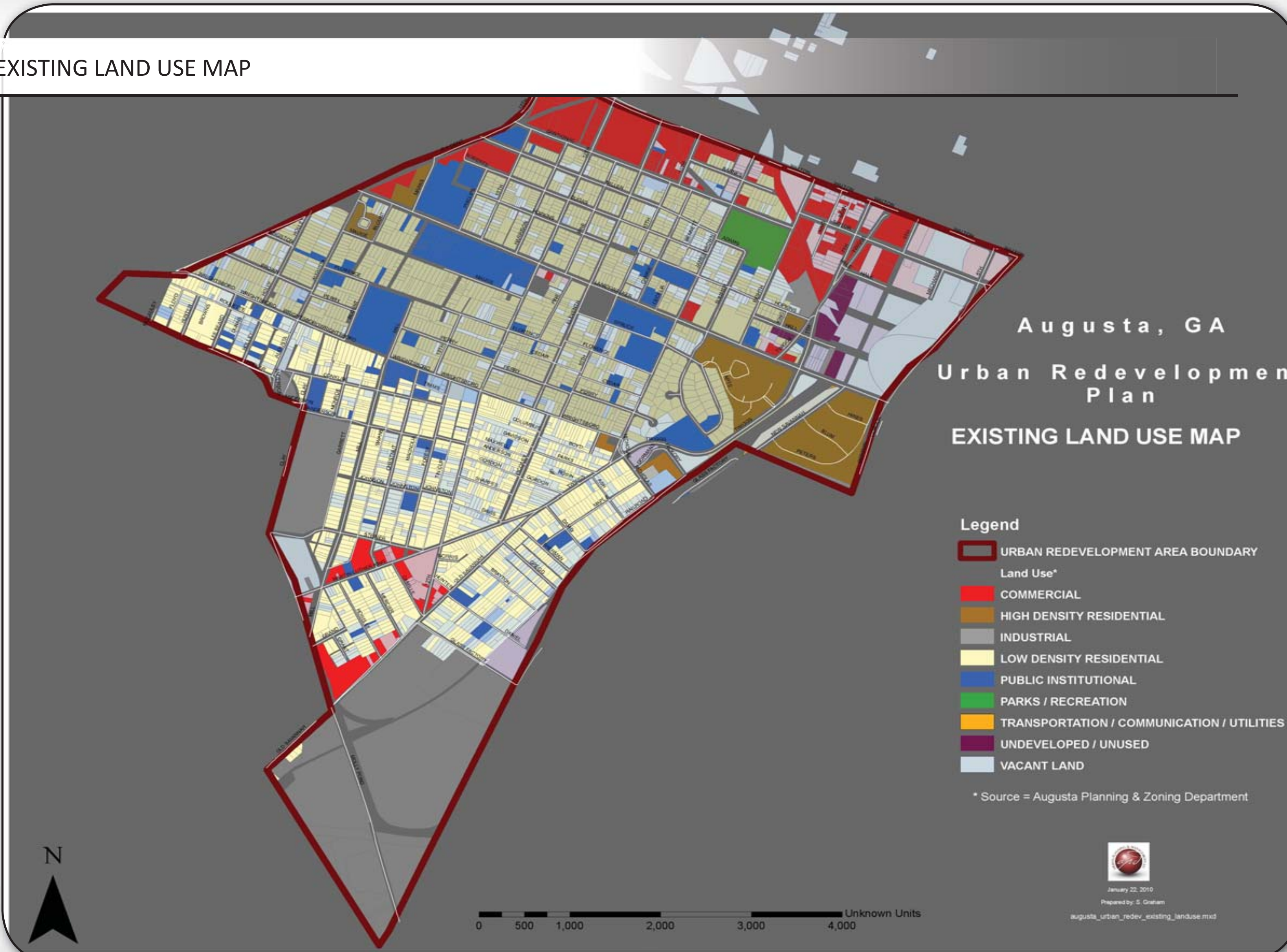
Dilapidated

In many cases demolition is the only option for non-conforming properties that do not meet code and are too costly to bring into compliance. Within the urban redevelopment are boundary, the Bethlehem neighborhood had one of the highest rates for city-initiated demolitions with a total of 102 homes. The Laney Walker neighborhood had 66 demolitions and ranked third when compared to all of the City of Augusta neighborhoods. Active demolitions and acquisitions have been made along key corridors (Wrightsboro Road, James Brown Boulevard and Holley, Florence and Twiggs Streets, Pine Street and Laney-Walker Boulevard) in order to gain control of vacant, abandoned and dilapidated properties within the redevelopment area.

Blight Findings Report Existing Land Use

The study area encompasses approximately 1,020 acres and approximately 3,300 parcels with varying land uses inclusive of residential, industrial, commercial and recreational. Overall the dominant land use in the study area is low-density residential (82%) with Commercial (7%) and Public Institutions (6%) a notable second and third.

MAP 3. EXISTING LAND USE MAP

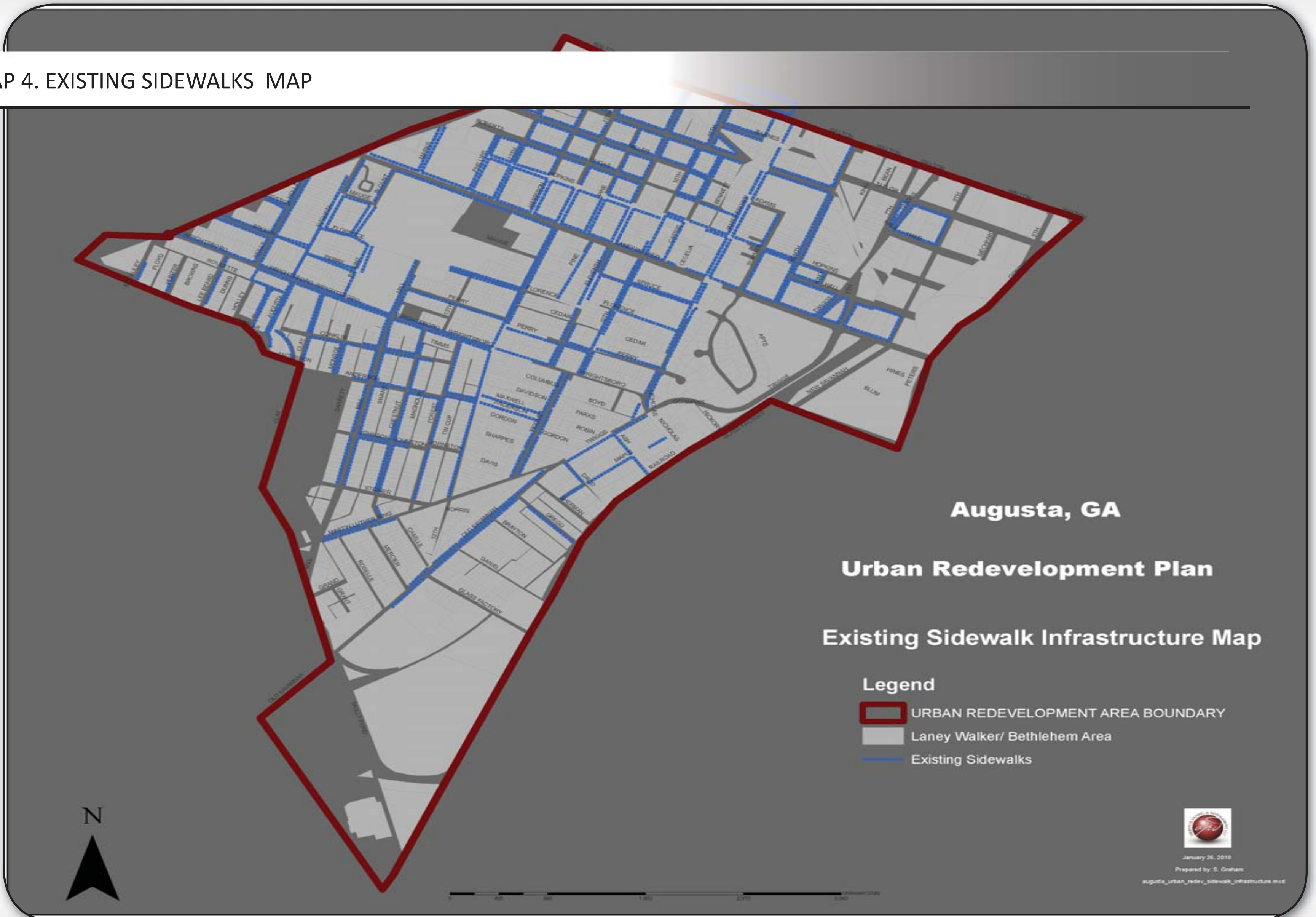


Single Family Residential Requiring Rehabilitation

Unoccupied Industrial Property

Deteriorated Industrial Property

MAP 4. EXISTING SIDEWALKS MAP



Public Infrastructure

Elements of the public infrastructure that are inadequate or not at acceptable levels due to maintenance include, sidewalks, lighting, designated on-street parking, and hazardous at-grade rail crossings. Some of the effects resulting from these deficiencies in the public infrastructure compromised safety to pedestrians around railroad lines, increased vehicle incidents due to poor lines of sight, lack of effective signage, and insufficient placement to create safe crossings near transit stops and heavily used pedestrian intersections. Approximately 30 percent of the roads within the redevelopment area have missing sidewalks. The condition, connectivity and pedestrian level of service of these sidewalks is generally considered to be poor.

Curb and gutter with accumulated debris from insufficient drainage

Roadways

There are approximately 35 miles of road within the redevelopment area boundary. Minimal traffic volumes are associated with the primarily local and collector roads, which make up the roadway network within the redevelopment area. The integrity of the road network is poor as identified by potholes on the road surface and cracks on the contiguous sidewalks. The deficiency of the road network generates conflicts between vehicles and pedestrians due to the close proximity of building frontages to the curb, narrow streets and inefficient circulation grid. The lack of connectivity creates substandard conditions of the public infrastructure. New streets and alleys could be introduced and placed to the rear of properties for access to service residential garages as well as commercial properties. The redevelopment efforts will address access points to support and enhance the various vehicular movements as well as enhance the pedestrian environment.

At-grade railroad crossing conflicts with vehicles and pedestrians

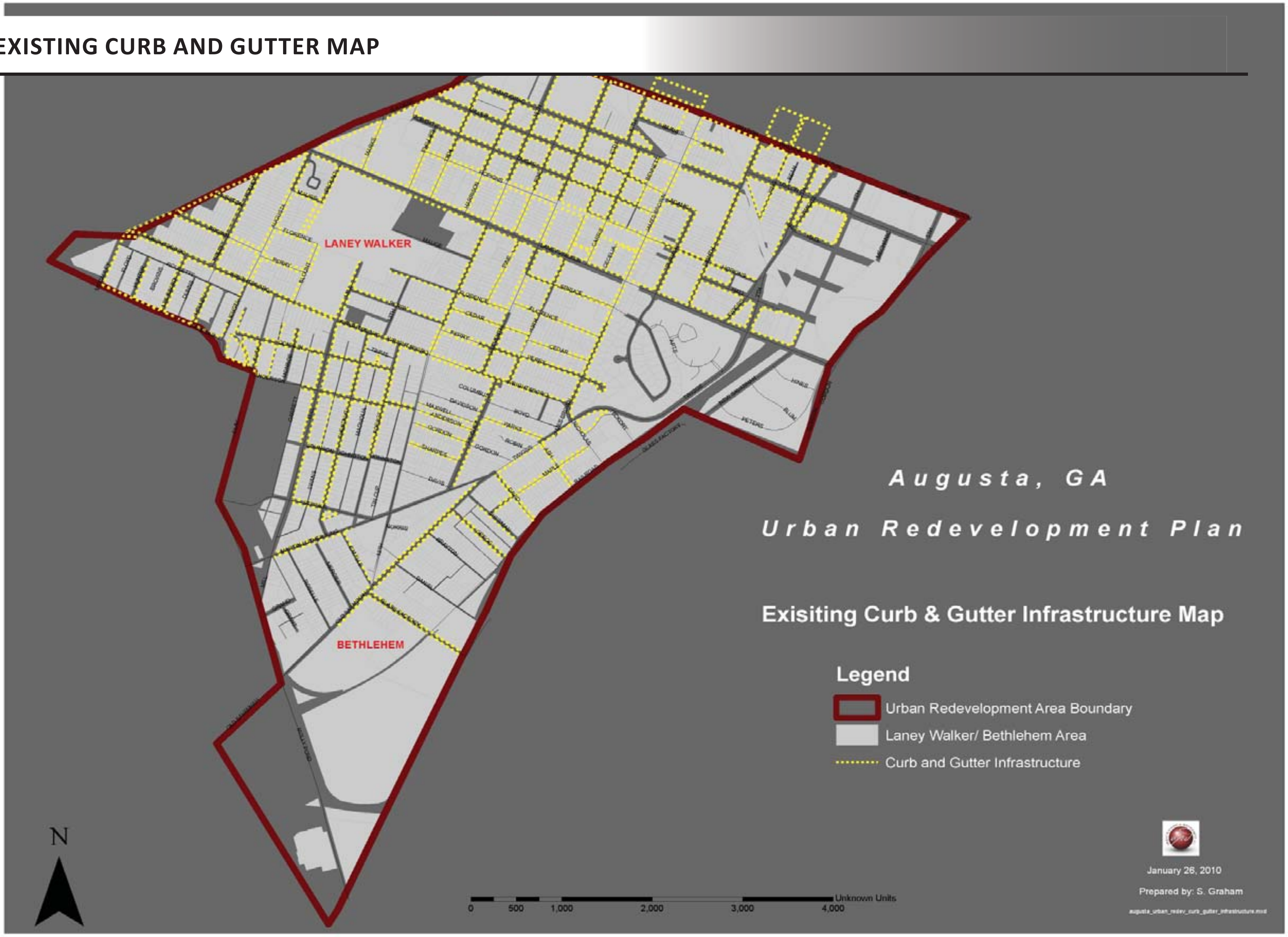
MAP 5. STREET HIERARCHY MAP

Piquette Street | Narrow Alley and Proximity of Building to Street

Drainage

A portion of the Augusta Channel and stream is within the redevelopment area. Most flooding due to the stream does not result in damage to buildings. However, drainage problems often result in water on major roads and presents risks to the traveling public. Flood hazard areas are found along all waterways, including the Savannah River and urban streams. The Flood Hazard Mitigation Plan identified Walton Way, Walker Street, Gordon Highway, Old Savannah Road, Olive Road and Wrightboro Road as flood prone roads based on citizen reports and other media accounts. An inventory of existing conditions identifies that approximately 35 miles of road have curb and gutter. A small portion, less than .5 percent, has curb and gutter but no paved roadway. The accumulation of rain causes drainage problems associated with, deteriorated culverts, accumulation of debris at curb and gutters, as well as, ponding in parking and vacant lots. Additionally, flooding may cause disruption to the normal flow of traffic, soil erosion and water quality problems.

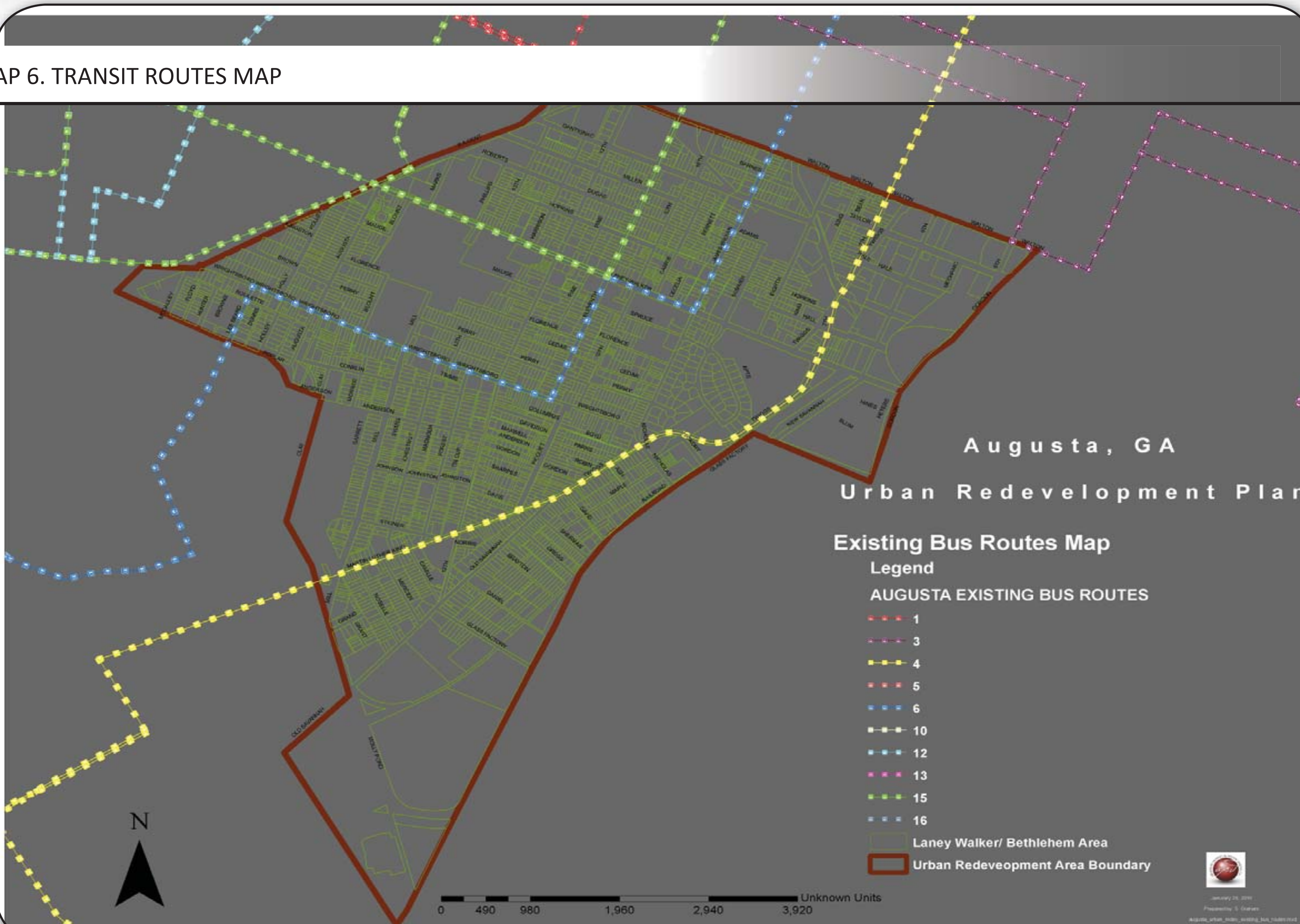
MAP 3. **EXISTING CURB AND GUTTER MAP**



Transit

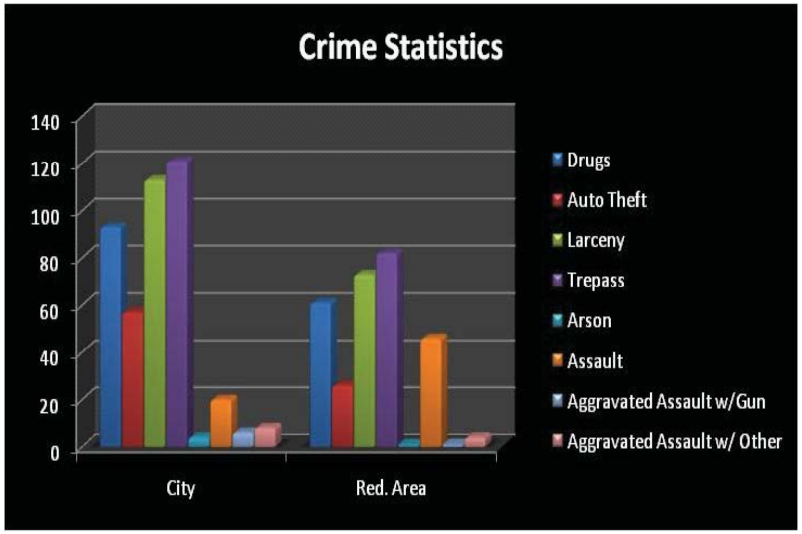
The Laney Walker and Bethlehem Urban Redevelopment Area is well served by the city's public transportation routes. There are five (5) Augusta Public Transit (APT) routes that serve the redevelopment area. Route #3 runs along 5th Street and Route #4 runs from the Central Business District via 7th Street. Route #6 connects the Central Business District via James Brown Boulevard and runs along Laney Walker Boulevard toward the Georgia Medical Center Complex. Route #15 also provides services to the Central Business District and the Georgia Medical Center Complex via 11th Street and connects with Routes # 3, 4, and 6. The number of Households within the urban redevelopment area that are without a vehicle based on 2000 Census data is 82% more than compared to the City of Augusta. This is an indicator that a significant transit dependent population lives within the redevelopment area.

MAP 6. TRANSIT ROUTES MAP



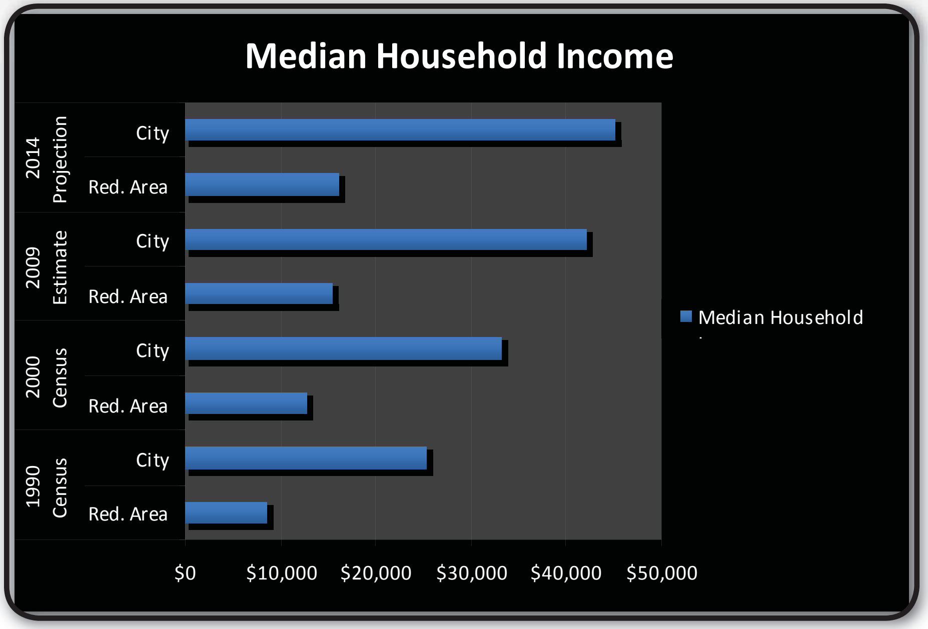
Crime

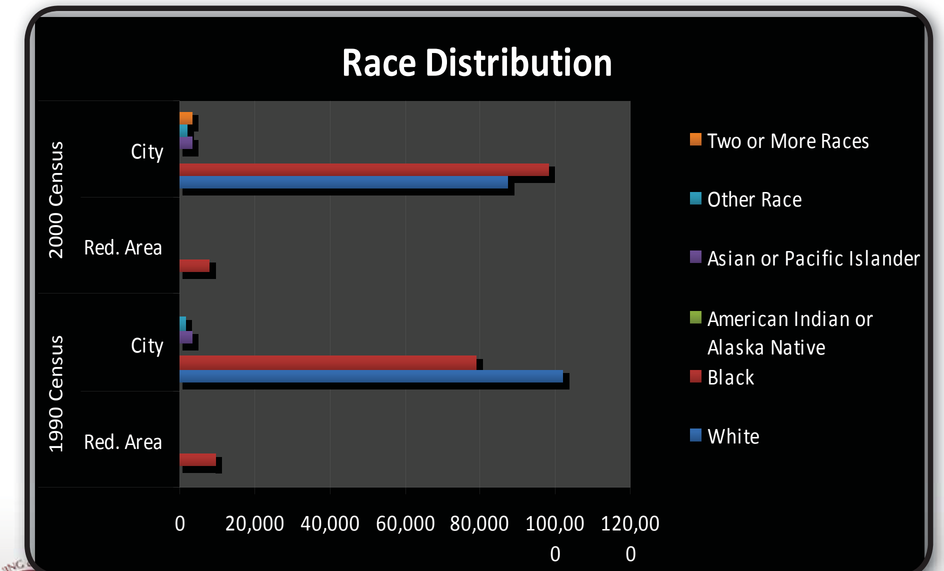
Safety concerns within the urban redevelopment area are elevated due to the number of vacant properties, declining values, and diminishing population. There were a total of 422 crimes recorded in the crime database for the redevelopment area. Data of criminal activity is largely concentrated in areas of commercial activity within and along the periphery of the redevelopment boundary. A crime statistics reported trespass, larceny and drugs as the top three criminal activities in the urban redevelopment area contributing over 78 percent of total crime in the area. Crime data indicates that out of the 422 crimes, 121 were for Criminal Trespassing, 113 for Larceny, followed by 93 drug crimes. The crimes that are least represented are Arson, Aggravated Assault and Aggravated Assault with a Gun. Previous reports noted that there has been some decline in reported crimes in the area due to the investment of the City-County and local community groups.



Crime Statistics	City	Percentage	Red. Area	Percentage
Drugs	93	22%	61	21%
Auto Theft	57	14%	26	9%
Larceny	113	27%	73	25%
Trepass	121	29%	82	28%
Arson	4	1%	1	0%
Assault	20	5%	46	16%
Aggravated Assault w/Gun	6	1%	1	0%
Aggravated Assault w/ Other	8	2%	4	1%
Total	***422***	***100%***	***294***	***100%***

Souce: Augusta Police Department





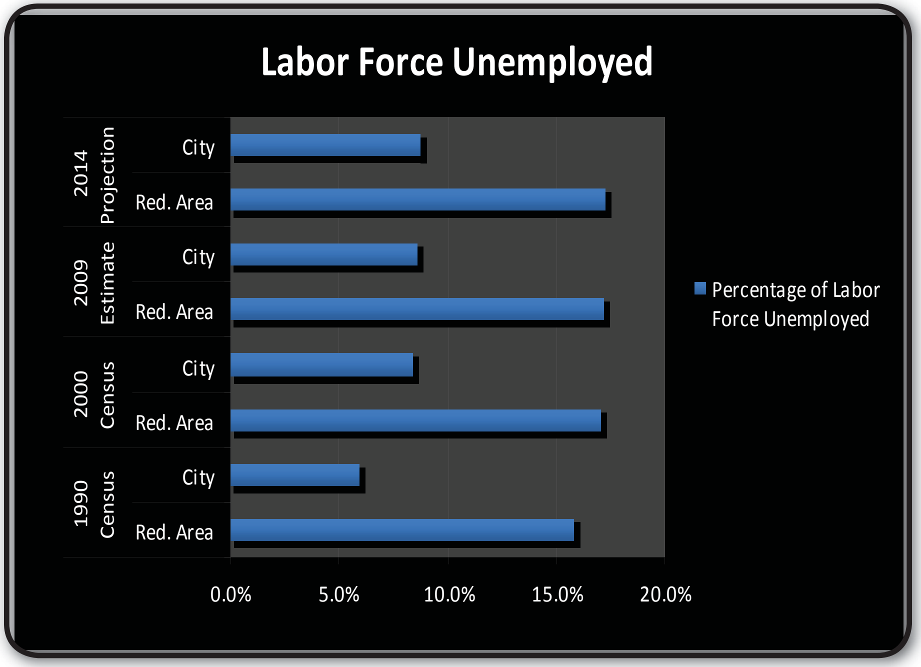
2.4 Socioeconomic Summary

Historically, Laney-Walker and Bethlehem have been traditional working class neighborhoods with households of varying incomes, education and race. The median age in the redevelopment area is (37.3 years) compared to the City of Augusta (34.6 years). This slightly higher median age reflects the number of residents, which maintain their households and age in place. Many of the original families have vacated or relocated outside of the Urban Redevelopment Area. As a result, the age of the population within the redevelopment district is slightly above average with higher rates of unemployment and greater number of incomes below the poverty level. Over time these socioeconomic conditions have impacted the physical character of the Urban Redevelopment Area and surrounding community. The population in the City of Augusta was estimated to be 196,204 in 2009. The redevelopment area is approximately 4% of that total with a population of 7,658.

The Laney Walker and Bethlehem Urban Redevelopment Area represents some of the poorest census tracts in the City of Augusta based on family household incomes. Census figures the redevelopment district consists of 3,323 households out of 72,082 in the City of Augusta. Of the 3,323 HH 2000, 84% earned less than the median HH income of $$33,222. The average HH income within the redevelopment area for 2009 was $15,359.

While the City of Augusta has seen some fluctuation in racial and ethnic representation the racial demographic within the study area has not significantly changed over the years. Based on Census Data approximately 94% of the population is African American, 4% White and 1% Asian with less than 1 percent identified as Native American and Other. The median age in the redevelopment area is (37.3 years) and the City (34.6 years). This slightly higher median age reflects the number of residents, which maintain their households and age in place.

Another disparity within the redevelopment area is unemployment rates. Unemployment increased almost 17% between 1990 and 2009. It is anticipated that the designation of the redevelopment area will spur investment as well as offer incentives to builders, developers, and small business owners who will provide businesses and employment opportunities within the community. This redevelopment plan outlines some program services that will be made available to spur economic development and job training.



3.0 Redevelopment Objectives and Policies for Implementation

This Urban Redevelopment Plan recommends approximately (six) potential Project Development Areas within the Laney Walker and Bethlehem Redevelopment Area. These key catalyst project areas were selected for immediate, or short term, implementation. Within each of the selected project areas, initiatives will be developed that take into consideration opportunities for new infill construction, rehabilitation of vacant structures, and rehabilitation of houses occupied by current homeowners and renters. New housing development and community amenities will reference the historic character of the Laney Walker and Bethlehem communities. The holistic plans of revitalization incorporate development of community services, as well as economic and financial incentives that encourage renewed investment in the community.

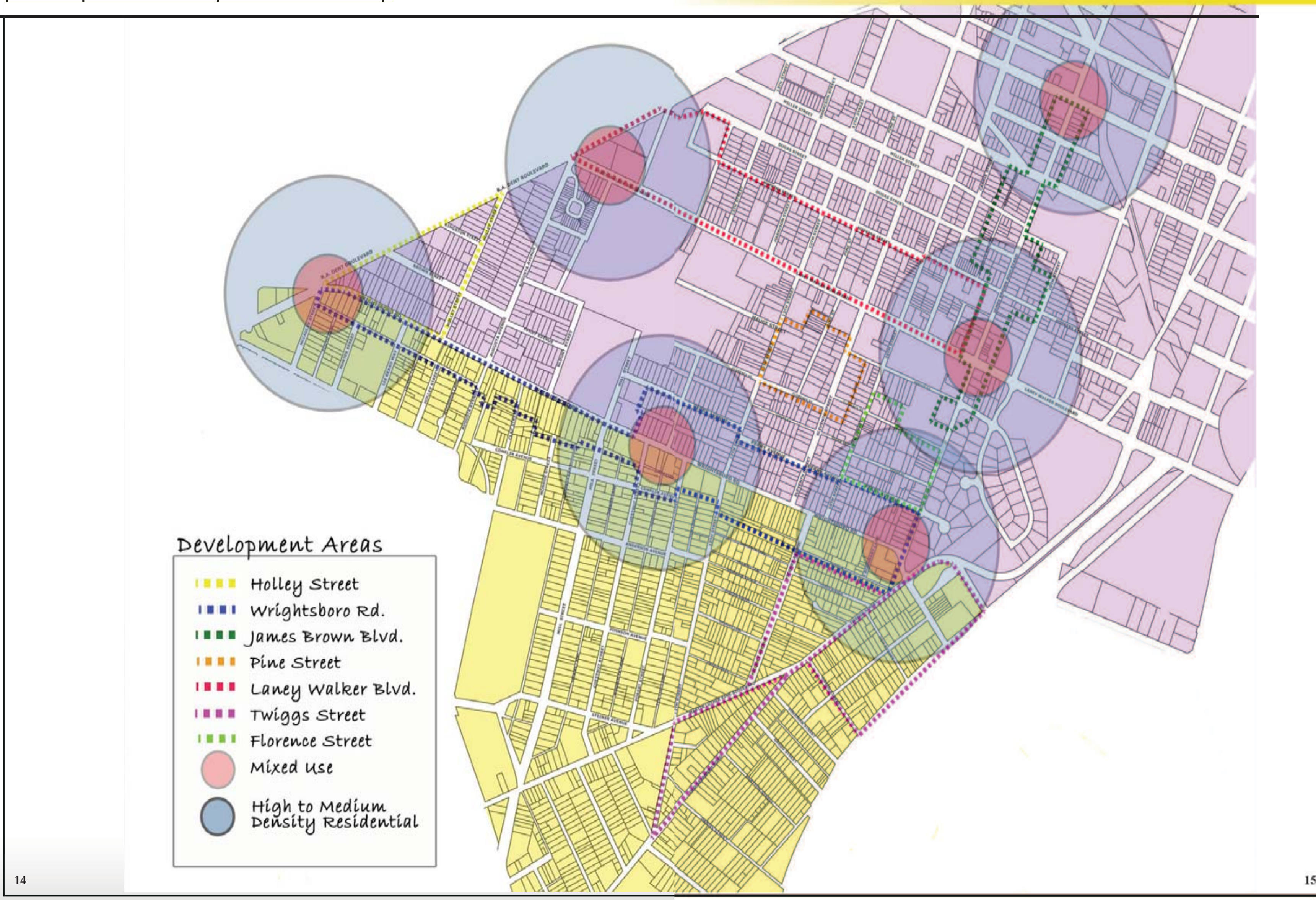
3.1 Objectives and Policies

The Urban Redevelopment Law, O.C.G.A. Section 36-61-1, et seq. allows for a wide variety of activities, which can be pursued for funding in order to develop projects that can encourage new private investment. The Urban Redevelopment Plan is the tool that will be utilized to effectively outline the goals, objectives and implementation strategy for the Laney Walker and Bethlehem Redevelopment Area. The proposed programs are needed to mitigate and correct the conditions of blight and disinvestments made over a number of years.

The key themes identified by the goals and policies:

- Rehabilitate and replace substandard housing with an appealing and affordable mixture of housing types.
- Rehabilitate, produce, and/or redevelop affordable rental housing.
- Develop finance incentives to provide assistance to existing property owners and new investors in order to attract a mix of incomes to live and work in the redevelopment area.
- Redefine public open space to improve, enhance and create a variety passive and active uses.
- Recreate cultural heritage through conscientiousous restoration of existing buildings and the use of design criteria for new construction.

Map 7. Proposed Development Areas Map



LANEY WALKER/BETHLEHEM HOUSING IMPLEMENTATION STRATEGY	
OBJECTIVES	**PROPOSED POLICY**
Housing & Code Enforcement	
▪ Build new single family homes for homeownership ▪ Help existing homeowners fix their homes ▪ Provide affordable rental options for residents	▪ Promote systematic code enforcement ▪ Prioritize single family homes with compatible architecture for multi-family dwellings ▪ Build new homes to attract a mix of incomes ▪ Prioritize homeowner assistance as part of the housing strategy ▪ Establish maintenance program for the elderly and grant assistance to correct code violations ▪ Assist investor owners repair their properties and keep rents affordable
Economic Development & Job Training	
▪ Create opportunities for small business owners ▪ Create opportunities for job training and development	▪ Establish funding sources to help start and maintain existing small business ▪ Link job training opportunities to construction trades used in home-building ▪ Create outreach programs with non-profits to assist unemployed and under-employed resident ▪ Maintain and promote existing retail and establish new mixed-use corridors

Open Space & Public Spaces	
▪ Increase amount of passive and active open space ▪ Redesign existing open space	▪ Use abandoned lots for passive open space ▪ Designate gateway locations into the neighborhood ▪ Create a cultural center for recreation programs ▪ Re-design existing open space to support and promote organized youth sports and promote senior wellness activities
Historic/Cultural Resources & Community Capacity Building	
▪ Build the historic character into housing development guidelines ▪ Build capacity of existing community organizations	▪ Increase police presence and organize crime watch programs to reduce the crime rate ▪ Reinforce historic architectural styles in new construction and renovate heritage sites ▪ Organize community stakeholders to reestablish community identity and ownership ▪ Establish African American Heritage Trail to link tourisn with the celebration of neighborhood culture.

Housing & Code Enforcement

A significant portion of the properties in the urban redevelopment area are either vacant or in a condition which does not allow for the structure to be feasibly repaired. As a result a majority of the existing properties will require some level of renovation or replacement that presents a potential development opportunity. As part of the planned revitalization of the community new construction, will need to accommodate a variety of housing types and offer attractive options.

The objective of this Urban Redevelopment Plan must include a housing and code enforcement strategy. Defining minimum standards for both lots and infrastructure requirements is imperative in order to repair the code compliance issues associated with small lot sizes and narrow streets. Another tool that will be used is the Augusta Land Bank Authority. Vacant lots and vacant properties will be land banked, potentially with deed restrictions. The deed restrictions could be used to regulate the use of the property including the size and design of homes. Developing an architectural style that relays the historic nature of the community will add value and continuity between new and older properties.

Demolition of Dilapidated Residential

Economic Development & Job Training List of Economic Development

The redevelopment area offers many opportunities to activate economic development and job creation. Job training should be a component of the construction and renovation of homes particularly where financial incentives are utilized as part of the business investment. Programs should target small local builders and train individuals to develop the skill-sets needed for the construction and renovation of homes.

While it is important to retain the single family residential component of the community, the corridor is prime for a compatible mix of uses. Including live work units and multi-family housing which would be supported by retail, restaurants, and a variety of services to attract investment from visitors to the community. Affordable workforce housing is an important element of the overall redevelopment plan. However, it is important that the housing strategies also include attracting a mixed-income range. Financial incentives should incorporate down-payment assistance, which focuses on first-time homebuyers, as well as development subsidies to encourage opportunities for commercial investors to increase the job base within the community.

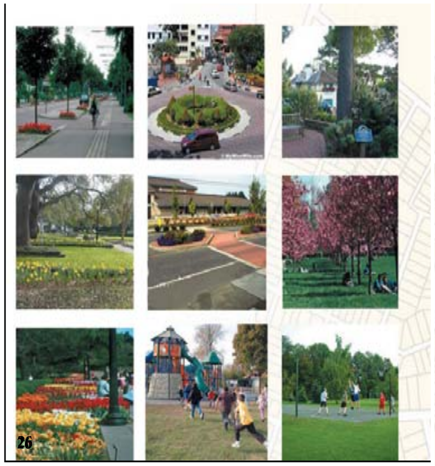
Active Commercial

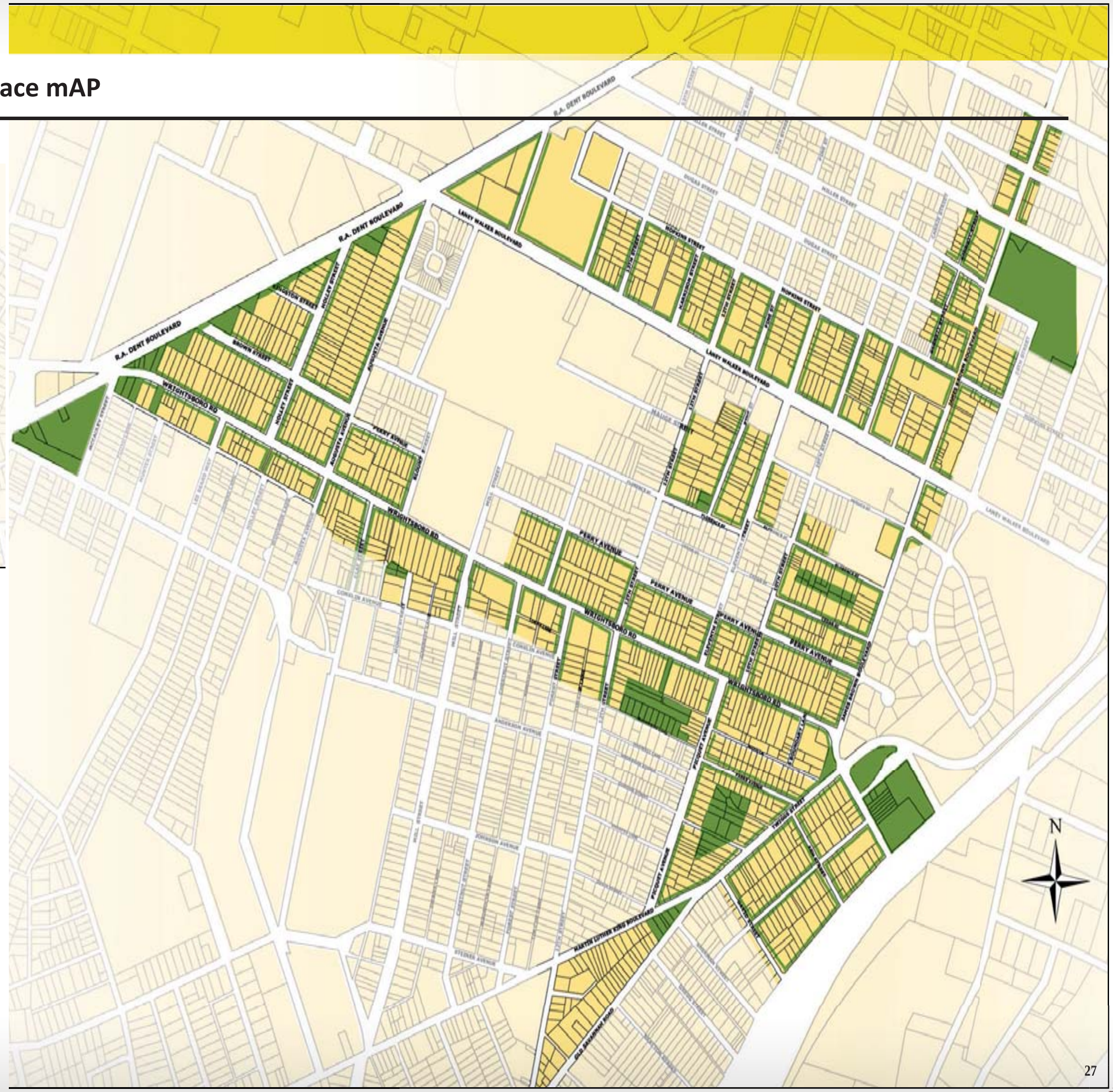
Twiggs Street Abandoned Commercial

Open Space & Public Space

As redevelopment efforts begin and development patterns are defined it is important to reserve some of the land use for passive and active park space. Because there are a number of non-conforming lots that are too narrow to build, an opportunity exists to reclaim the parcels for a useful purpose. These smaller lots are ideally suited as passive open space. Another program that may be utilized is an Adopt A Lot Program. This program would allow for transfer ownership and maintenance of vacant lots to the adjoining owner occupied property. Adjoining property owners will be required to maintain the lot for a minimum of three (3) years before a clear title is conveyed. This would apply to properties next to vacant lots that are non-conforming and assembly for development is not an option.

Map 8. Proposed Parks and Greenspace mAP





Both passive and active open spaces within the redevelopment area are needed. Larger parks are needed for organized activities and smaller neighborhood pocket parks for residential activity would be beneficial to the community fabric. The park spaces once defined would act as a neighborhood amenity, and could potentially add value to the homes located nearby. Larger active park spaces should be introduced adjacent to multi-family homes and mixed-use buildings lots to accommodate the higher densities.

Currently streetscapes and green corridors within the redevelopment area are limited. There are no identifiable gateway markers that announce entrance to the Laney Walker and Bethlehem neighborhoods that make up the redevelopment area. Designation of gateway locations should incorporate signage, landscape elements, pedestrian amenities and infrastructure elements such as sidewalks and medians. These improvements will improve access all types of facilities and services within the community.

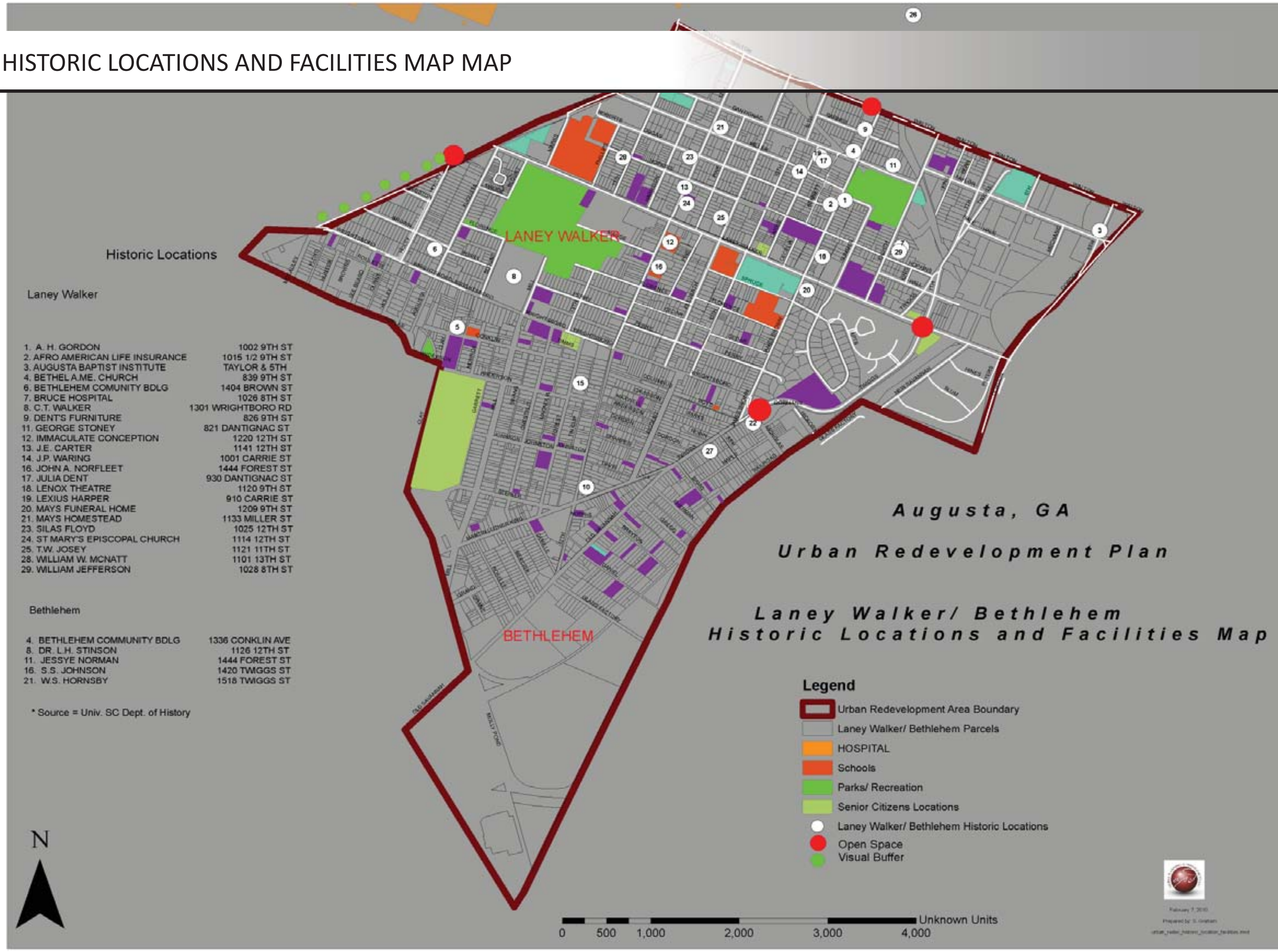
Historic/ Cultural Resources & Community Capacity Building

Much of the redevelopment area is comprised of a designated National Historic District with some properties in both the Laney Walker and Bethlehem neighborhoods listed individually on the National Register. [See Map 9]. As part of the redevelopment plan all homes new or renovated should follow design guidelines that incorporate the architectural elements unique to the historic heritage of the Laney Walker and Bethlehem neighborhoods.

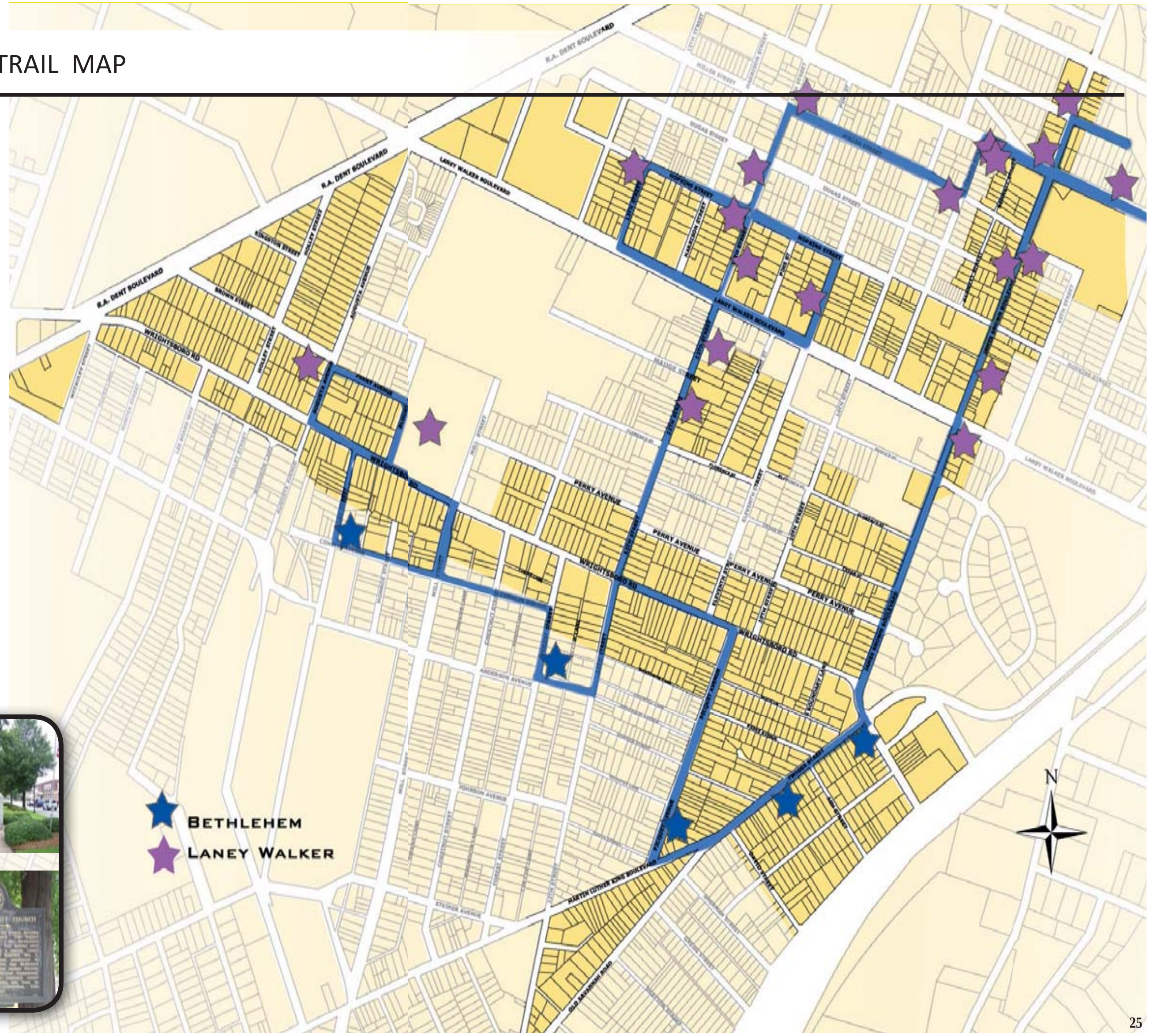
Creating a Heritage Trail within the Urban Redevelopment Area is a community building, as well as economic development tool that should be pursued. Re-building the historic character and establishing sites that identify the cultural heritage of the Historic Laney Walker and Bethlehem neighborhoods adds value to the properties. Establishment of a Historic Heritage Trail will attract visitors to the community and potential additional economic investment to support this tourist activity. [See Map 10].

Residents and organizations in Laney Walker and Bethlehem Urban Redevelopment Area are actively engaged in community improvement activities. In addition to the traditional partnerships with local government new partnerships should be extended to include non-profit development corporations, for-profit organizations, and community stakeholders. The focus of these partnerships is to foster a greater sense of community and recognition of the assets within the redevelopment area. Building the capacity and leadership of existing neighborhood organizations is imperative to sustain the investments within the community over time.

MAP 9. HISTORIC LOCATIONS AND FACILITIES MAP MAP



MAP 10. PROPOSED HERITAGE TRAIL MAP

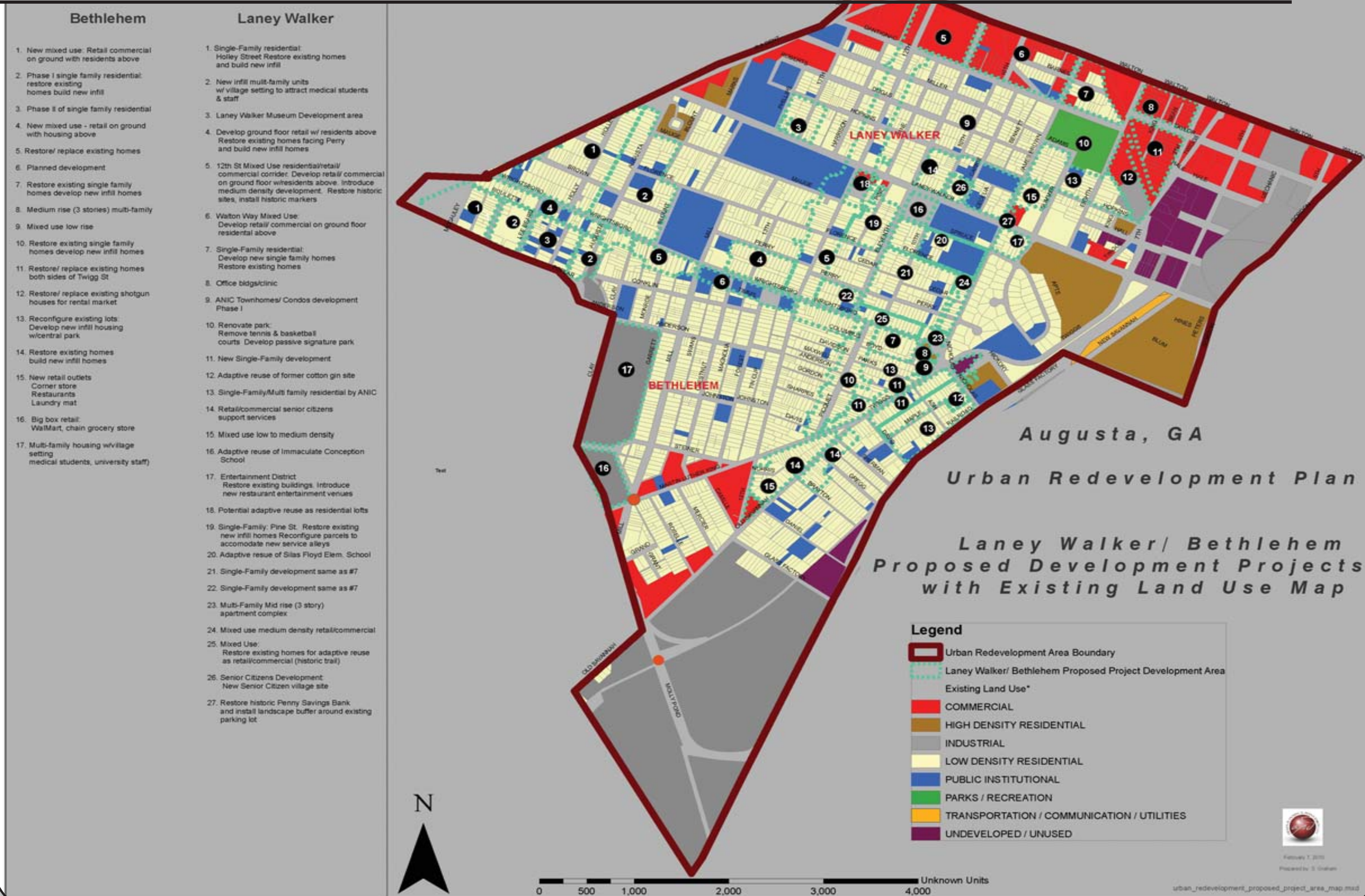


3.2 Development Project Approach

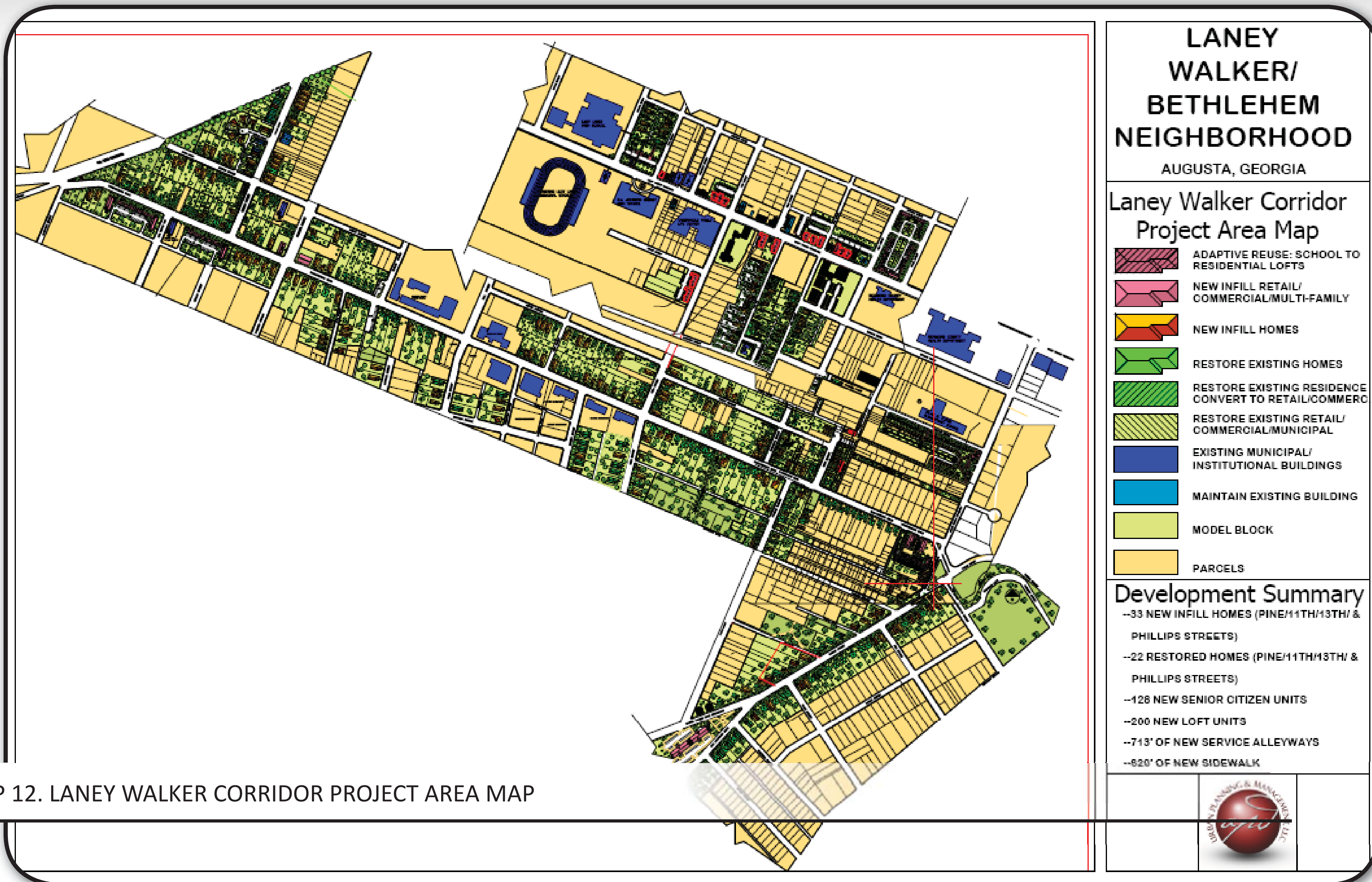
As part of the Laney Walker and Bethlehem Urban Redevelopment Plan, development projects are identified based on their current condition, location and development potential to transform the urban redevelopment area based on the vision of the community. The Augusta Housing and Community Development Department (AHCDD) will serve as the Master Developer for the revitalization of Laney Walker and Bethlehem neighborhoods and should take full advantage of the powers given by the Urban Redevelopment Law to address the issues discussed in this plan. The AHCDD has elected to use a redevelopment approach that identifies carefully selected catalyst redevelopment projects that will act as the initial Priority Project Development Areas.

Each of the Project Development Areas is based on several guiding objectives and policies described in the previous section. The following maps outline the proposed project areas and provide a conceptual overview of how redevelopment could impact the area.

MAP 11. PROPOSED DEVELOPMENT PROJECTS



Priority Project Area Development summary Matrix								
Priority Project Area	Total Properties (Excluding Churches)	Total Property Value	Total Owner-Occupied	Total Commercial	Total Churches & Others	Properties Acquired	Total Properties to Acquire	Implementation Initiatives (including demolition & predevelopment)
P1	41	$580,806	1	1	2	28	11	Property acquisition assistance to new homeowners, loans to investor owners and loans to developers
H1	86	$347,297	23	0	24	15	45	Property acquisition assistance to new homeowners, loans to investor owners and loans to developers
L1/W1	98	$805,456	27	0	14	6	48	Property acquisition assistance to new homeowners, loans to investor owners and loans to developers
T4	26	$289,973	1	1	0	0	24	Property acquisition assistance to new homeowners loans to investor owners and loans to developers
W4	119	$812,575	41	18	34	8	46	Property acquisition assistance to new homeowners, loans to investor owners and loans to developers

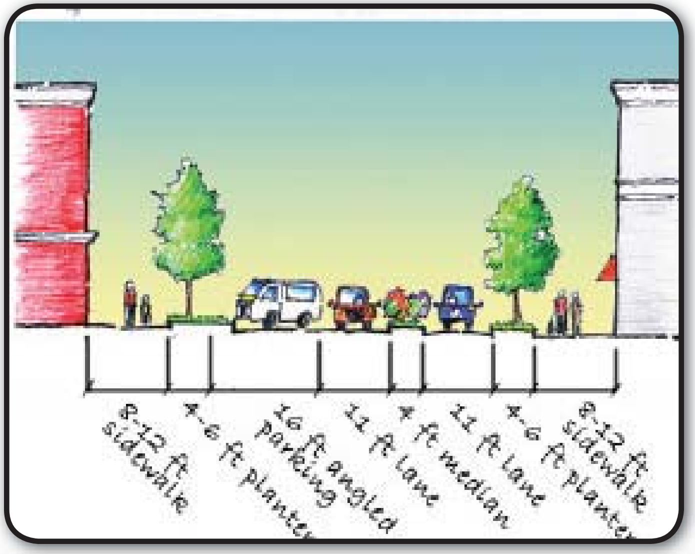


MAP 12. LANEY WALKER CORRIDOR PROJECT AREA MAP

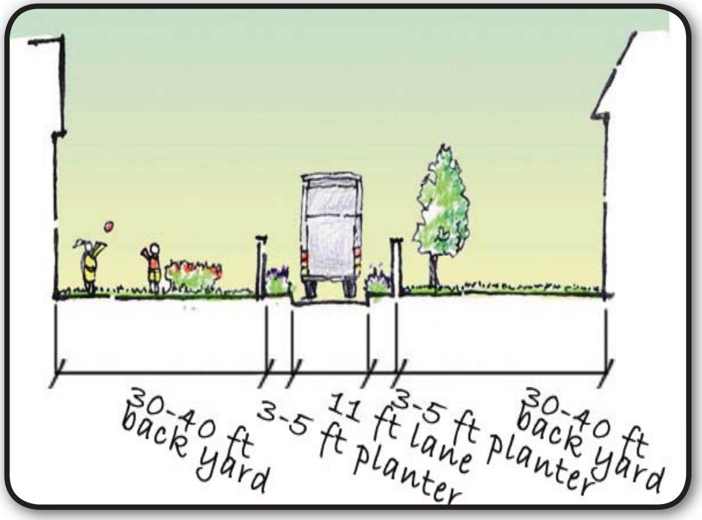
The following development approach is as follows:

Sidewalk & Curb/ Gutter Projects: Enhancements to the pedestrian facilities will provide safer connectivity. The plan proposes installation of facilities to connect to existing streetscape improvements along Laney Walker in addition to serving as a main gateway into the area with its proposed activity centers and surrounding residential development. These installations will improve the network for pedestrians near schools, parks and activity centers with minimum widths compliant to the City of Augusta standards. It is suggested that a 3 to 4 feet wide grass strips from back of curb to sidewalks to accommodate tree planning and streetlights, and new 4 to 5 feet wide sidewalks be installed.

Drainage improvements to accommodate storm water runoff are necessary to reduce impediments to existing and future development in the area. The installation of curbs and gutters are needed to mitigate the blighted conditions within the urban redevelopment area and will in turn make the area more attractive to development and reinvestment in the long run.



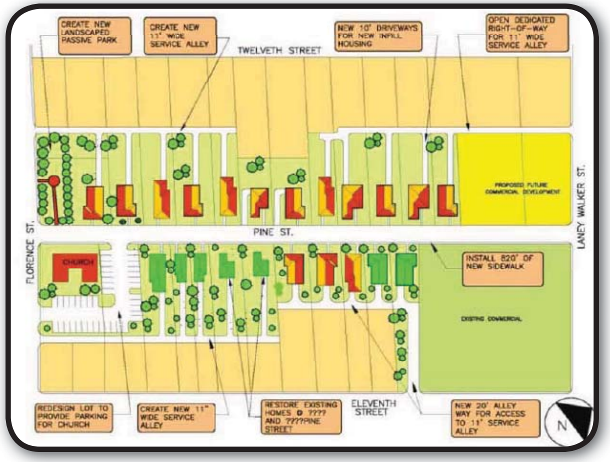
Alleyways:
A core value emphasized throughout the redevelopment project is the importance of creating a pedestrian oriented community conducive to walking as a primary means of moving throughout the neighborhoods. In an effort to accomplish this objective, infrastructure improvements will be required in each of the Priority Project Development Areas. Each of the redevelopment projects will include new alleyway system to facilitate rear access to garaged off-street parking.



Open Space Projects:
Open space in the area is limited and should be expanded to support new residents moving into the community. The amenities in the new and existing open space should create a safe and aesthetically appealing environment that includes benches, lighting, trees, and signage. Creating opportunities for more recreational activity through organized programming is a way to ensure its preservation and increased utilization as an open space amenity in the Laney Walker and Bethlehem community.

Single-family Residential Projects:
Building on the single-family character of the Laney Walker and Bethlehem neighborhoods, the plan proposes the preservation of the existing single-family character through a selective rehabilitation program while providing the opportunity to develop new single-family housing on existing vacant lots. The plan proposes an aggressive increase in the number of owner-occupied single-family homes.

A critical objective within the overall redevelopment strategy is to stabilize these neighborhoods through residential infill and rehabilitation projects that significantly increasing homeownership. An important part of the homeownership



strategy is the creation of mixed income neighborhoods that will include a combination of low-to-moderate income first-time homebuyers and moderate to middle income homebuyers who desire in-town living. The Laney Walker/ Bethlehem homeownership project development approach will include several important elements:

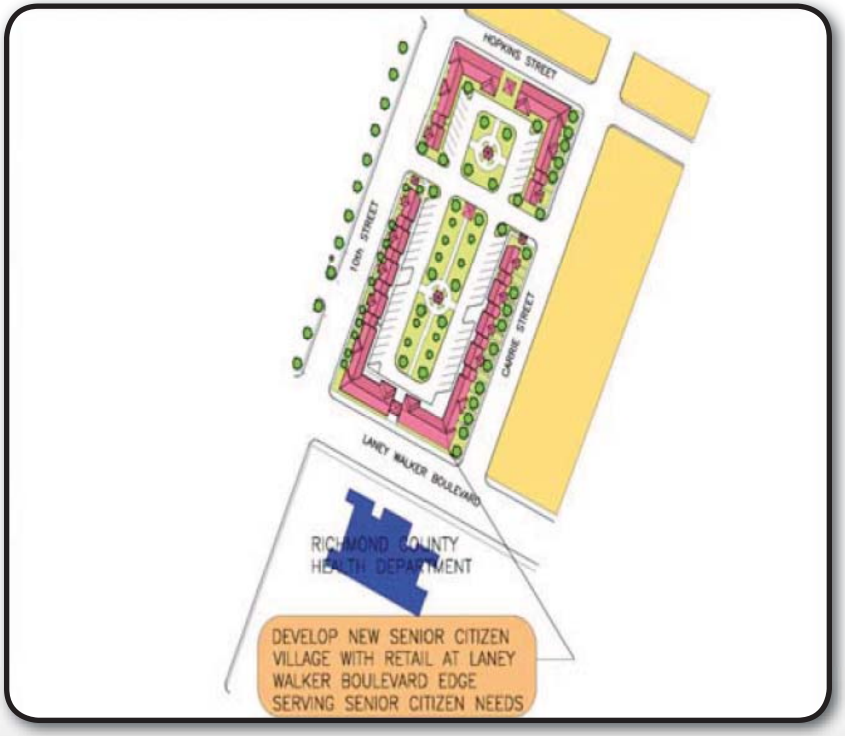
- Building architecture that incorporates the existing historic character of the community
- Homeownership training through a home ownership center that prepares families and individuals for homeownership
- Financing and development subsidies that encourage non-profit and for-profit development and leverages the involvement of conventional lenders
- Mixed-Income development that attracts a range of household incomes
- Establish maintenance program for the elderly and grant assistance to correct code violations
- Assist investor owners repair their properties and keep rents affordable


Before

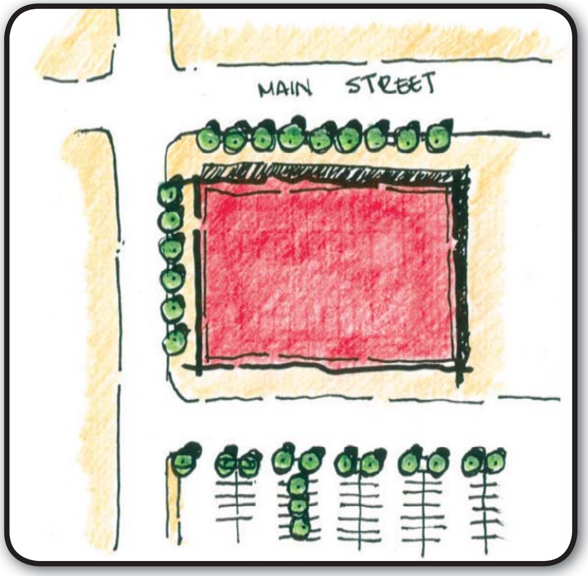
After

Multi-family Residential Projects:

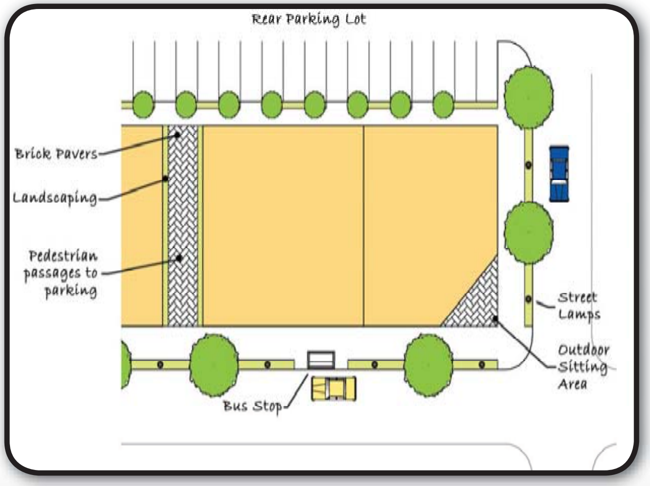
In an effort to provide a diversity of housing options to the area, higher density housing (such as 2 and 3 story multi-family apartments, townhomes, and senior citizen housing) is proposed on vacant lots. This development concept will strengthen the surrounding residential area and may present opportunities to spur other development in the urban redevelopment area due to an increase in households with varied income levels. In addition, there is a slight increase in multi-family development through the adaptive reuse of older buildings. The market indicates that this new housing option should perform well due to the location to the medical center and central business district as well as strengthen the surrounding neighborhood, amenities, schools and transportation system.



Mixed Use Projects:
Several of the initial Project Development Areas will support higher density and mixed-use development projects. Project Development Areas that are located within close proximity to the Medical College of Georgia (MCG) and the downtown business district are ideally suited for small apartment complexes, townhouse developments, and the development of neighborhood retail districts. It is anticipated that the neighborhood retail districts will feature ground floor retail and apartment located at the 2nd floor levels. Additional rental is proposed through the development of mixed-use projects that feature ground floor retail and second floor residential. The emphasis of the long-range planning is to promote single-family development and homeownership.



Stabilize the Retail and Commercial Corridors:
Laney Walker Boulevard is the primary historic retail corridor of the Laney Walker and Bethlehem communities. This street was once the source and home of entertainment and viable retail services. Due to location, heritage and close proximity to the Georgia Medical facility, Laney Walker Boulevard is ripe for revitalization and investment. As revitalization occurs, it is critical that the design and details of new and rehabilitated buildings are compatible with adjacent structures in terms scale and building materials. In addition, as other opportunities for retail and commercial development occur along the periphery of the area it is important to promote the development of both residential and non-residential development. Compatible uses may coexist and transition from single-family residential to the low to medium density retail/commercial; previsions are made to accommodate appropriate on-street and off-street parking; and that the development is designed to be neighborhood serving. These activity centers will act as a boost to the economic investment in the area.



Restoration of the Historic District:

Reinforcing the identity of the Laney Walker and Bethlehem neighborhoods by celebrating its heritage, history, and culture is essential to its revitalization. Portions of the study area have an extensive collection of early twentieth century housing stock, which has enabled these communities to receive a National Historic District designation. This Historic District extends to both the Laney Walker and Bethlehem community. Adopting restoration and design standards for initiatives involving existing properties and new developments respectively will ensure that the historic character will be preserved. It is important that, at a minimum, development standards be applied to properties located within proposed development areas. In addition, some level of development guidelines should be established throughout the Laney Walker and Bethlehem neighborhoods for new infill construction as a means of protecting the character of the neighborhoods.

Also, it is important that redevelopment is achieved in a way that respects and celebrates the existing character and history of these historically significant communities. In an effort to ensure that this occurs the Laney Walker/Bethlehem Pattern Book, has been created to provide both guidance and tools for the designers and builders.

Property Acquisition, Disposition and Relocation:

While it is recognized that the private sector will be relied upon in many instances to initiate redevelopment as described in this plan, all properties within the Urban Redevelopment Area may be subject to City acquisition to proactively jump start redevelopment. To the extent that such power is used by the Augusta Housing and Community Development Department on behalf of the City, all procedures and requirements as set forth in the Urban Redevelopment Law shall apply.

Any such property that is acquired by the City of Augusta will be actively developed and disposed of according to the proposed plans and Redevelopment Controls as outlined in this plan. To the extent that occupied properties are acquired by the City, adequate relocation assistance will be duly provided within the Laney Walker and Bethlehem communities in full accordance with the Federal Uniform Relocation Assistance Act of 1973.

4.0 Implementation Strategy

It is important to recognize that t public funding will be use to leverage the private sector funding needed to support the redevelopment projects in the Laney Walker and Bethlehem Urban Redevelopment Area. The projected period for build out of the six Project Development Areas outlined above is 2009 thru 2017 at a cost of approx. $99.3 million. During this period, approximately $19 million in public funding will be needed to leverage approx. $80.3 million in private funding.

To assist in the implementation of the priority projects identified in the previous section, the City of Augusta and AHCDD are expected to make the following development incentives and funding sources available for homeowners, investors and developers.

4.1 Incentives

Predevelopment Services:
One of the key incentives needed to attract builders and developer to the Laney Walker/ Bethlehem project is the ability to deliver pre-development services to "jump start" projects. As part of the incentive package offered to builders and developers, the Master Developer/AHCDD will provide architectural services, engineering services, marketing and public relations, home ownership counseling, survey work, and land assemblage for each of the initial Project Development Areas.

Homeownership Incentives for New In-fill Homes and Restoration of Vacant Houses:
As an incentive to increase home ownership in the LW/B neighborhoods AHCDD will provide a variety of incentives to new homebuyers including:

- Down payment and closing cost assistance to low-to-moderate income first-time homebuyers
- Funding to assist in the purchase of a new home dependent on the income of the homebuyer and amount of the conventional loan available to qualified homebuyers
    - Purchase assistance is a non-amortizing deferred loan at 0% interest with a term that is equal to the first mortgage, or for a term to-be-determined by the AHCDD. The loan will be a 2nd mortgage, collateralized by the property.

Incentives for Development Partners:
The AHCDD initiated a Request for Qualifications (RFQ) to solicit qualified developers interested in working with the City of Augusta on projects in the Laney Walker and Bethlehem communities. Given the type of development all prospective development partners were evaluated on the basis of their prior development experiences in communities with characteristics similar to the LW/B neighborhoods. The solicitation noted that the AHCDD has started the land acquisition process in the target areas and expects to be responsible for all the acquisition activities required for each project. Six highly qualified developers were selected on the basis of the following criteria:

- Prior work with the AHCDD or similar community development agencies in the sales and marketing of homeownership units,
- Ability to secure the required financing,
- Work experience in developing projects on the basis of established design guidelines,
- Ability to communicate with neighborhood based community groups and resident stakeholders,
- Experience in coordination with local government officials all review/permit processes, and
- Experience in the management, development and delivery of high-density mixed use projects.

The AHCDD, as the Master Developer, understands the perceived risk in the early stages of redeveloping a community with characteristics identified in the Laney Walker and Bethlehem neighborhoods. As a means of developing meaningful partnerships with the selected Development Partners, the AHCDD will assemble land needed for development and initially provide a full range of pre-development services including preparation of site plans, survey work, securing zoning variances, and preparation of construction drawings. In addition the AHCDD may provide the following financial incentives during the initial phases of developing the six to eight Project Development Areas:

- Payment of construction interest for up to six months on single family and duplex residential development projects
- Land write-down
- Fund up to 25% of the construction loan amount on single family and duplex residential developments

All development assistance is repaid as part of the proceeds derived from the sale of the home.

Incentives for Existing Owner-Occupants:
Despite the decrease in home ownership within the Laney Walker and Bethlehem neighborhoods over the past 20 years, their still remains a significant number of existing lower income homeowners who serve as the foundation for many of the more stable areas of the community. An important part of the Laney Walker and Bethlehem redevelopment initiative is to work cooperatively with these stakeholders by providing incentives that encourages them to reinvest in their property. The renovation of existing owner-occupied homes are designed to help address existing code violations, address needed repairs that may become code violations within the next 3 to 5 years, and help stabilize the neighborhood block in which the home is located.

Qualified applicants will be eligible for structural, electrical, roofing, carpet replacement, plumbing and other repairs.

The Single Family Owner-Occupied Rehab program will feature:

- Deferred, non-amortizing 0% loans,

- The loan will be due and payable when the ownership of the house is transferred through the sale of the property or death of the owner

The program will be eligible to families with household income under 80% of the Augusta-Richmond County Median Area Income.

Incentives for Existing Investor Owners:
Currently there are more small investor-owners in the LW/B neighborhoods than owner-occupied households. While many of these properties will be acquired and demolished because of their current condition, there will be a significant number that will be renovated as part of the LW/B redevelopment process. Because of the large number of investor-owned homes that are occupied and need only minor to moderate rehabilitation, this project category represents the best opportunity to address the housing needs of current LW/B residents who will remain in the community are renters. The renovation of existing investor owned rental properties are designed to help address existing code violations, address needed repairs that may become code violations within the next 3 to 5 years, and help stabilize the neighborhood block in which the property is located.

The Investor Owner Rental Rehab Program will feature

- Up to 50% of the cost of rehab at 0% to 3% interest for a loan term of 5, 10, 15, or 20 years,
- The applicant will be required to provide matching funds and cover the cost of rehabilitation if it exceeds the maximum program limit,
- The assisted units must be occupied by families with incomes at or below 80% of the Augusta-Richmond County MAI, and
- Rehab standard will be established for all exterior and interior repairs.

Development Incentives for Mixed-use Projects:
Several of the qualified developers selected for the Laney Walker and Bethlehem redevelopment projects have extensive track records in the area of mixed use and higher density developments located in urban centers. Each of these highly qualified development

partners will be offered the following development incentives:

- Land write-downs
- ACHDD funding at below market rate financing,
  - Subordinated loan to the developer's first mortgage financing
  - Amount: To-be-determined based on the developer's commitment for conventional financing, projected cash flow, and debt coverage ratios
  - 5, 10, 15, 20, loan term to-be-determined based on projected cash flow, and debt coverage ratios

Incentives for Redevelopment of Existing Neighborhood Retail Property:
AHCDD will offer competitive matching financing as an incentive to owners of buildings and businesses to improve facades within the Laney Walker and Bethlehem redevelopment area. Special emphasis will be placed on existing neighborhood retail districts. Building owners, or business owners occupying storefronts, in an eligible building that have obtained written approval from building owners will be invited to participate in the program. Applicants must use the loan proceeds only on buildings within the designated Laney Walker and Bethlehem redevelopment area. Applicants must match loan funds dollar-for-dollar.

- The dollar for dollar match provided by the AHCDD shall be cash value for goods and services.

Façade matching loan terms and conditions:

- 0% to 3% interest
- Term of loan: 5, 10, 15, 20 years
- Deferred loan payments: Up to 18 months before first loan payment is due

4.2 Financing Options

The following section provides a general review of potential sources of funding for redevelopment programs. In general, a variety of financing options a presently available to the City and the Augusta Housing and Community Development Department for the Laney Walker – Bethlehem redevelopment area. Among these are the following:

Laney Walker Enterprise Zone
Augusta-Richmond County created an ordinance pursuant to the Georgia Enterprise Zone Employment Act of 1997 to provide tax incentives and other incentives establishing the Laney Walker Enterprise Zone to include business or service enterprises and housing enterprise zones.

Hotel Tax

Enabling legislation, which earmarked $750,000 annually collected from a special $1 per night room tax, supports the redevelopment efforts to purchase properties, complete infrastructure improvements and provide financial assistance to homebuyers within the Laney Walker – Bethlehem redevelopment area. Additionally, in December 2009 the Augusta Commission designated $1 million to the revitalization effort in the form of a short-term loan from the city's general fund. To date approximately $1.7million has been collected since April 2008 as part of the city's $1 a night bed fee for hotels.

Bond Financing

The provisions of the Urban Redevelopment Law allow the City to issue revenue bonds to finance redevelopment actions. In addition to financing options under the Urban Redevelopment Law, the City may issue revenue bonds secured by the anticipated "tax increment" in the Urban Redevelopment Plan because it is largely co-terminous with or included in a taxable allocation district. Prior to the issuance of long-term revenue bonds, the City may issue bond anticipation notes or undertake other financing to provide up-front redevelopment actions until sufficient tax increment or other funds are available to amortize a bond issue.

5.0 Conclusion

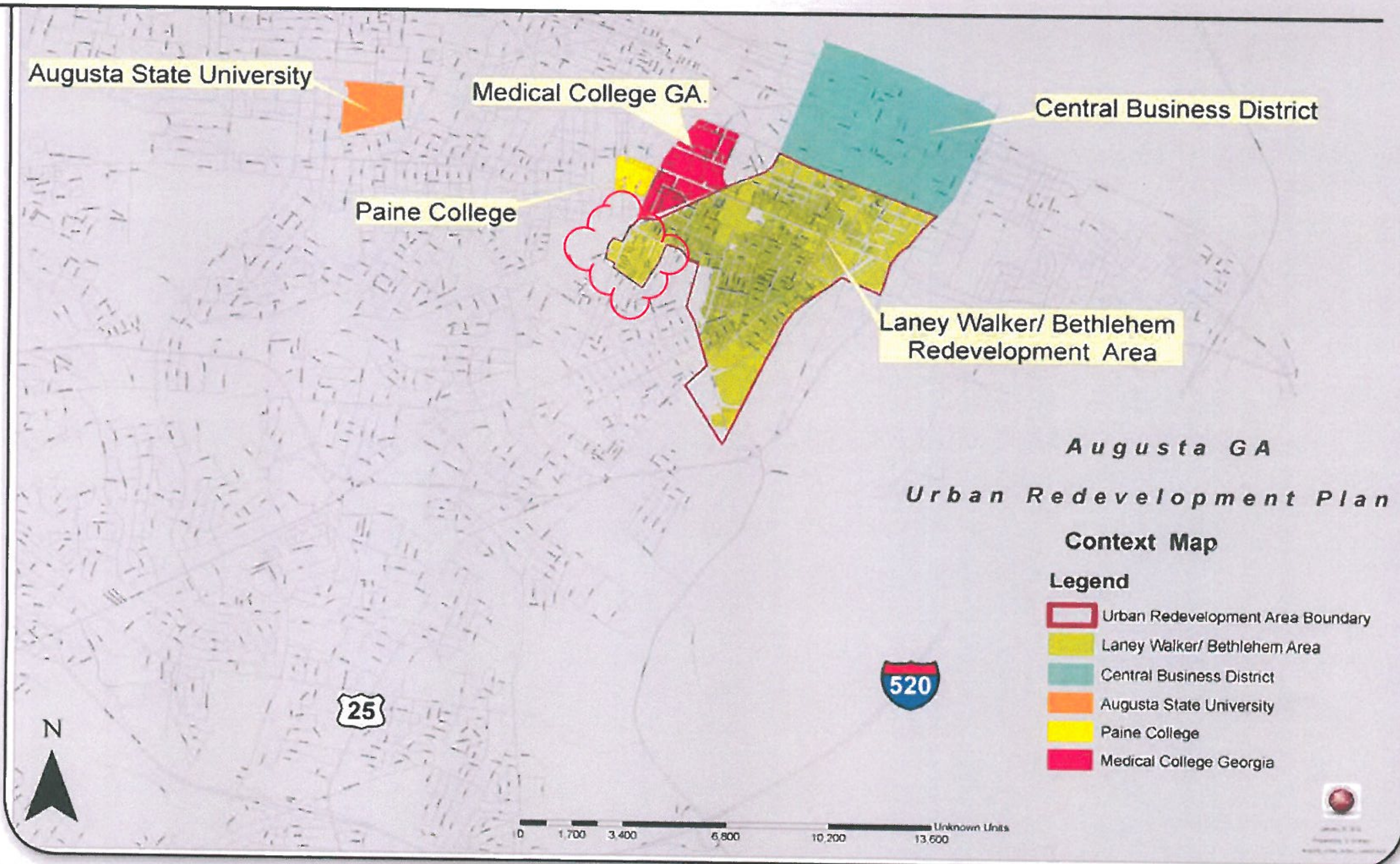
This Laney Walker and Bethlehem Urban Redevelopment Area conforms to the general plan for the City of Augusta as a whole and the Comprehensive Plan.

This plan represents a vision and guide for the redevelopment of select properties within these historic communities. This Laney Walker and Bethlehem Urban Redevelopment Area has witnessed periods of physical decline, economic and employment instability, population shift, and lack of investment. The cultural and historic prominence coupled with the hope and pride of its residences has helped this area slowly regain prominence.

To date, the strategy for development and growth in the Laney Walker and Bethlehem neighborhoods has been fragmented and in many cases under-funded. One of the underlining strategies associated with establishing these neighborhoods as an Urban Redevelopment Area is the process of first documenting blight and then outlining a plan of action to eliminate blight. The plan of action documented through the Laney Walker and Bethlehem Urban Redevelopment Plan will leverage bond financing with private conventional financing and private equity. The Urban Redevelopment Agency of Augusta, and City officials responsible for executing the recommendations in the plan, will be guided by development programs and approaches described in this document.

The Challenge before the City is to use the plan as a tool to proactively plan and implement the physical development of the Laney Walker/Bethlehem community. Redevelopment of the area in a manner that celebrates its history and culture will provide a foundation for attracting new residents to these important neighborhoods and opportunities for economic development also.

MAP 1. CONTEXT MAP WITH REDEVELOPMENT AREA BOUNDARY MAP



Much of the redevelopment area is part of the Laney Walker and Bethlehem neighborhoods and a National Historic District which includes a collection of properties listed individually as Historic Properties. The Laney Walker and Bethlehem Urban Redevelopment Area benefits from being adjacent to downtown Augusta, near the Savannah River and is bisected by part of the Augusta Canal National a Historic Landmark.

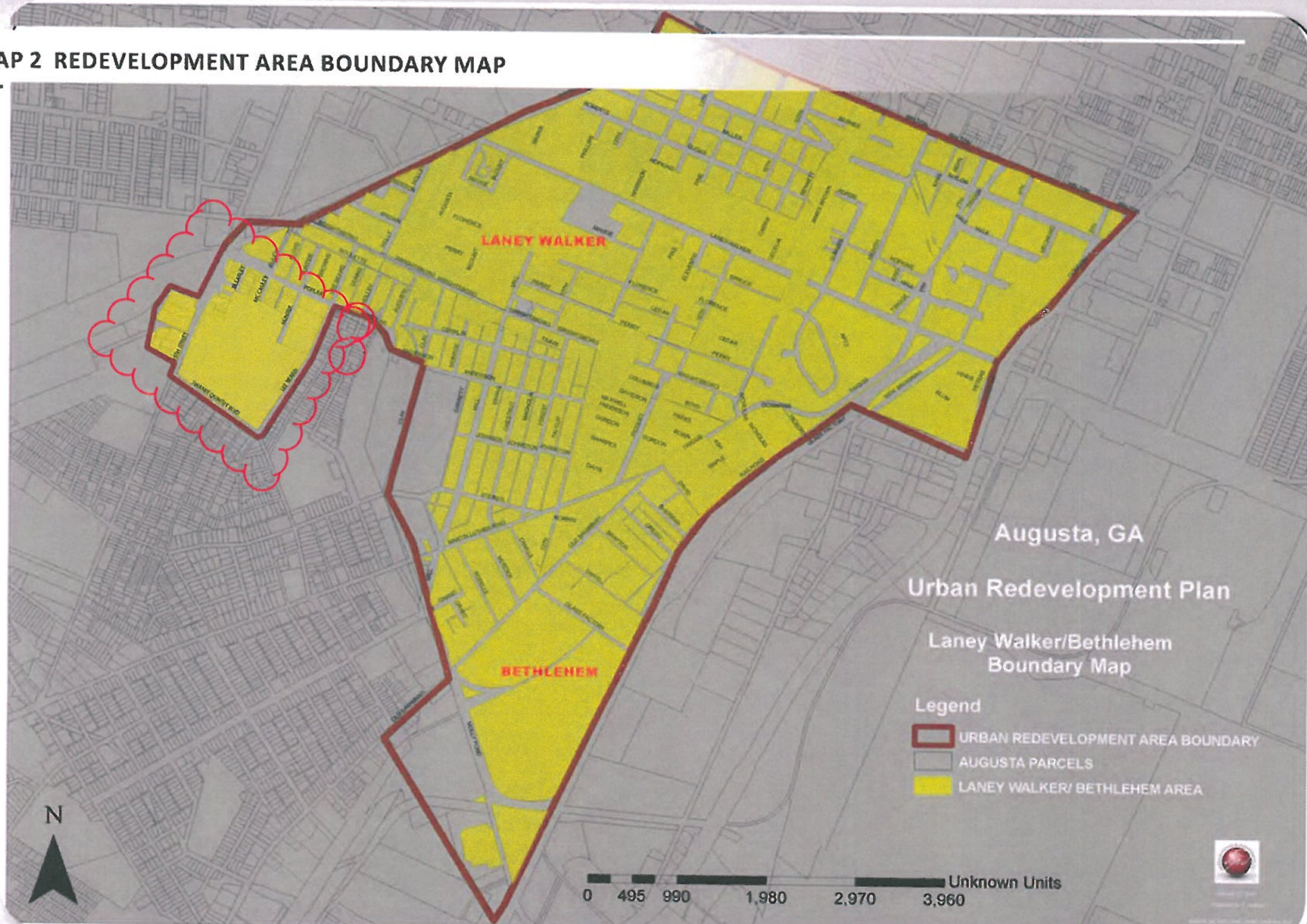
2.1 Boundary & Description of Laney Walker and Bethlehem Urban Redevelopment Area

The Laney Walker and Bethlehem Urban Redevelopment Area is located in the eastern portion of the City of Augusta, south of the downtown area and generally defined by Walton Way to the north, Gordon Highway, Old Savannah Road, Twiggs Street and Lee Beard Way to the east, the existing railroad line to the northwest and R.A. Dent Boulevard and the rail line west of 15th street to the west and Swannee Quintet Blvd to the south

2.2 Blight Findings Summary

The Blight Findings Report described the physical, economic and regulatory conditions within the Laney Walker and Bethlehem Redevelopment Area. The methodology utilized to accomplish the task included a review of City of Augusta GIS data; field studies and windshield surveys; a review of City provided statistics; a review of the City's Comprehensive Plan and other studies prepared by the City including a market analysis. The information summarized within the Blight Findings report is comprehensive and more than adequate by the standards established through the Urban Redevelopment Law (Official Code Georgia Annotated Section 36-61-1 et. seq.) to establish and support the finding of blighted conditions within the study area.

MAP 2 REDEVELOPMENT AREA BOUNDARY MAP



3.0 Redevelopment Objectives and Policies for Implementation

This Urban Redevelopment Plan recommends approximately (six) potential Project Development Areas within the Laney Walker and Bethlehem Redevelopment Area. These key catalyst project areas were selected for immediate, or short term, implementation. Within each of the selected project areas, initiatives will be developed that take into consideration opportunities for new infill construction, rehabilitation of vacant structures, and rehabilitation of houses occupied by current homeowners and renters. New housing development and community amenities will reference the historic character of the Laney Walker and Bethlehem communities. The holistic plans of revitalization incorporate development of community services, as well as economic and financial incentives that encourage renewed investment in the community.

3.1 Objectives and Policies

The Urban Redevelopment Law, O.C.G.A. Section 36-61-1, et seq. allows for a wide variety of activities, which can be pursued for funding in order to develop projects that can encourage new private investment. The Urban Redevelopment Plan is the tool that will be utilized to effectively outline the goals, objectives and implementation strategy for the Laney Walker and Bethlehem Redevelopment Area. The proposed programs are needed to mitigate and correct the conditions of blight and disinvestments made over a number of years.

The key themes identified by the goals and policies:

- Rehabilitate and replace substandard housing with an appealing and affordable mixture of housing types.
- Rehabilitate, produce, and/or redevelop affordable rental housing.
- Develop finance incentives to provide assistance to existing property owners and new investors in order to attract a mix of incomes to live and work in the redevelopment area.
- Redefine public open space to improve, enhance and create a variety passive and active uses.
- Recreate cultural heritage through conscientiousous restoration of existing buildings and the use of design criteria for new construction.

RESOLUTION APPROVING THE MODIFIED URBAN REDEVELOPMENT PLAN (LANEY-WALKER BETHLEHEM URBAN REDEVELOPMENT AREA)

WHEREAS, pursuant to Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "Urban Redevelopment Law"), the Board of Commissioners of the Augusta, Georgia ("Augusta") held a public hearing on November __, 2015, on a proposed modification to the urban redevelopment plan entitled "The Laney Walker and Bethlehem Urban Redevelopment Plan" (the "Modified Urban Redevelopment Plan"), a copy of which is on file with Augusta; and

WHEREAS, public notice of the public hearing was published in the Augusta Chronicle, a newspaper having a general circulation in the area of operation of Augusta, on November__, 2015, and proof of such publication is on file with Augusta; and

WHEREAS, the purpose of the modification is to incorporate a parcel of land into the Laney Walker and Bethlehem Urban Redevelopment Plan primarily consisting of property formerly known as the Cherry Tree Cross public housing project;

WHEREAS, Augusta has prepared and adopted a general plan for the physical development of Augusta as a whole (giving due regard to the environs and metropolitan surroundings) (the "General Plan") pursuant to the Urban Redevelopment Law; and

WHEREAS, the Modified Urban Redevelopment Plan conforms to the General Plan; and

WHEREAS, the Modified Urban Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of Augusta as a whole, for the rehabilitation or redevelopment of the urban redevelopment area described in the Modified Urban Redevelopment Plan by private enterprise; and

WHEREAS, the Modified Urban Redevelopment Plan constitutes an appropriate part of Augusta's workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of pockets of blight, to encourage needed urban rehabilitation, and to provide for the redevelopment of pockets of blight, all as set forth in the Modified Urban Redevelopment Law; and

WHEREAS, a feasible method exists for the relocation of families who will be and/or have been displaced from the urban redevelopment area described in the Modified Urban Redevelopment Plan in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; and

WHEREAS, after careful study and investigation, Augusta desires to approve the Modified Urban Redevelopment Plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Augusta, Georgia that all statements, findings, and recitations set forth in the above and foregoing preambles are hereby determined and declared to be true and correct; and

BE IT FURTHER RESOLVED that the Modified Urban Redevelopment Plan is hereby approved and adopted; and

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this ____ day of November, 2015.

AUGUSTA, GEORGIA

(SEAL)

By:______________________________
Mayor

Attest:

____
Clerk of Commission

CLERK OF COMMISSION'S CERTIFICATE

I, **Lena J. Bonner**, the duly appointed and qualified Clerk of Commission of Augusta, Georgia ("Augusta"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on November __, 2015, by the Board of Commissioners of Augusta, Georgia in a meeting duly called and assembled in accordance with applicable laws and with the procedures of Augusta, by a vote of _____Yea and _____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of Augusta, which is in my custody and control.

GIVEN under my hand and the seal of Augusta, this ____ day of November, 2015.

(SEAL)

____
Clerk of Commission, Augusta, Georgia

RESOLUTION DESIGNATING URBAN REDEVELOPMENT AREA

WHEREAS, Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "Urban Redevelopment Law"), authorizes Augusta, Georgia (sometimes referred to herein as "Augusta") to designate an "urban redevelopment area," which is defined to mean a "pocket of blight" which the Board of Commissioners of Augusta, Georgia designates as appropriate for an urban redevelopment project; and

WHEREAS, the Urban Redevelopment Law defines "pocket of blight" to mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age, or obsolescence; inadequate provision for ventilation, light, air, sanitation, or open spaces; high density of population and overcrowding; existence of conditions which endanger life or property by fire and other causes; or any combination of such factors, are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and detrimental to the public health, safety, morals, or welfare.

WHEREAS, the Urban Redevelopment Law also defines "pocket of blight" to mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures; predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; tax or special assessment delinquency exceeding the fair value of the land; the existence of conditions which endanger life or property by fire and other causes; having development impaired by airport or transportation noise or other environmental hazards; or any combination of such factors, substantially impairs or arrests the sound growth of a municipality or county, retards the provisions of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.

WHEREAS, Augusta previously determined the Laney Walker/Bethlehem Urban Redevelopment Area to be appropriate for an urban redevelopment project.

WHEREAS, after careful study and investigation, Augusta desires to include additional property in the Laney Walker/Bethlehem Urban Redevelopment Area, and to designate all property described in Exhibit A attached to this resolution as an urban redevelopment area;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Augusta, Georgia that the area described in Exhibit A attached to this resolution is hereby determined to be a "pocket of blight," by reason of the presence of a substantial number of deteriorating structures, some of which have recently been demolished, the predominance of defective or inadequate street layout and deterioration of site or other improvements, which substantially impairs or arrests the sound growth of Augusta, retards the provisions of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present and past condition and use, and that such area is therefore designated as appropriate for an urban redevelopment project.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this ____ day of November, 2015.

AUGUSTA, GEORGIA

(SEAL)

By:______________________________
Mayor

Attest:

____
Clerk of Commission

EXHIBIT A

The geographic area including all land lying and being within the boundaries of the Laney-Walker/Bethlehem Urban Redevelopment Area located in Augusta, Georgia ("Augusta") as described in Map 2 on the modified Laney Walker and Bethlehem Urban Redevelopment Plan, a copy of which is on file in the official records of Augusta; and as more particularly described as all land which is located in the eastern portion of the City of Augusta, south of the downtown area and generally defined by Walton Way to the north, Gordon Highway, Old Savannah Road, Twiggs Street and Lee Beard Way to the east, the existing railroad line to the northwest and R.A. Dent Boulevard and the rail line west of 15th street to the west, and Swannee Quintet Blvd to the south.

CLERK OF COMMISSION'S CERTIFICATE

I, **Lena J. Bonner**, the duly appointed and qualified Clerk of Commission of Augusta, Georgia ("Augusta"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on November __, 2015, by the Board of Commissioners of Augusta, Georgia in a meeting duly called and assembled in accordance with applicable laws and with the procedures of Augusta, by a vote of _____Yea and _____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of Augusta, which is in my custody and control.

GIVEN under my hand and the seal of Augusta, this ____ day of November, 2015.

(SEAL)

____
Clerk of Commission, Augusta, Georgia

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Amendment to Laney Walker/Bethlehem Urban Redevelopment Plan and Boundaries

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Department: Housing and Community Development

Caption: Motion to amend the Laney Walker / Bethlehem Urban Redevelopment Plan (that designates Laney Walker / Bethlehem as an Urban Redevelopment Area (URA)) to include the development efforts of community partner - Walton Communities in the old Cherry Tree Crossing area. (Originally approved by Commission March 16, 2010)

Background: The Urban Redevelopment Plan is for the Laney-Walker and Bethlehem Neighborhoods and designates these neighborhoods as an Urban Redevelopment Area (URA). This designation is an important tool in developing this area and will support new housing and economic development initiatives. Each of the programs and initiatives used throughout the Laney Walker / Bethlehem Urban Redevelopment Area will be designed to enhance the quality of life for the citizens of these communities. Over time, the once vibrant Laney Walker and Bethlehem Neighborhoods became neglected and fell into disrepair. The desire to revitalize this historic area was initiated in 2008 when the Augusta Commission passed a $1 tourism enhancement fee. This made approximately $750,000 annual available over a 50-year period to finance future redevelopment projects. In order to pursue the issuance of bond financing and to fund projects developed in an Urban Redevelopment Area, an Urban Redevelopment Plan was required to be prepared in accordance with requirements of the Georgia Urban Redevelopment Act, O.C.G.A. 36-61. This document summarizes the assessment of blight that was included in the initial Blight Findings Report. The Blight Finding report identified the “slum and blight” conditions within the Laney Walker and Bethlehem Neighborhoods in accordance with the Georgia Statute “Urban Redevelopment Act.” The Blight Report established the need to develop an Urban Redevelopment Plan that would be used to designate the Laney Walker and Bethlehem Neighborhoods as an Urban Redevelopment Area.

Analysis: AHCD is working with a development partner to construct affordable housing (4 phases) on the old Cherry Tree Crossing property. The project will receive enhanced credits if it is in an enterprise zone and/or in an urban redevelopment area. As such, AHCD is seeking Commission approval to expand the boundaries of the existing enterprise zone and the LW/B area to include this project site. By amending the Urban Redevelopment Plan (URP) and the Urban Redevelopment Area (URA) to incorporate the parcels identified herein, additional outside investment can be sought to further the development of this generally distressed area. This project is very consistent with providing a mixture of housing options in the LW/B area. The Plan provides a general blueprint for the elimination of blight conditions within these neighborhoods and outlines programs and initiatives that will be used to address both physical development and capacity building for current and future residents. If adopted, the schedule for implementation is as follows: November 10. Committee considers the amendment of the boundary and receives the amendment as information. November 17. Commission votes to amend the boundaries and authorizes the publication of a public notice and a hearing to be held on November 24 prior to the executive/legal session. The plan is on file with the Clerk as required statute. November 19 and/or November 23 – Notice published. November 24. Public hearing on the plan prior to Executive Session. November 24. Commission votes to approve plan at scheduled Executive Session.

Financial Impact: None.

Alternatives: 1)Accept Amendments to the Urban Redevelopment Plan and related boundaries, 2)Don't Accept Amendments to the Urban Redevelopment Plan and related boundaries.

Recommendation: Accept amendments to the Urban Redevelopment Plan for Laney Walker / Bethlehem, timeline put forth, related boundaries and adopt by resolution. The resolutions will officially establish the expanded boundaries for the Laney Walker and Bethlehem Neighborhoods within the Urban Redevelopment Area (URA)to include parcels under development with public and private partners. The expansion of the designation of URA will convey all of the rights and privileges associated with a Redevelopment Area that meets the Georgia State statutes that have been established for such districts. The designation is an important step in the process of continuing to eliminate blight conditions within these important Augusta neighborhoods.

Funds are Available in the Following Accounts: Not Applicable.

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Board/ Authority	Attorney/Firm	How Hired	Tenure	Total Compensation over Tenure
Animal Control Board	Augusta Law Department	N/A	N/A	N/A
Augusta Aviation Commission	Pamela Everett: Freeman Mathis and Gary	Proposals from interested attorneys	Since 2009	Waiting for total from firm
Augusta Canal Authority	Hull Barrett	Proposals from interested attorneys	Since 1999	$ 201,103.00
Augusta Construction Advisory Board	Augusta Law Department	N/A	N/A	N/A
Augusta Housing Authority	Hull Barrett	Federal Requirements due to receiving federal money	Over 30 years; (5 year terms, last renewed in 2014)	$96,090.00
Augusta Port Authority	Augusta Law Department	N/A	N/A/	N/A
Augusta Regional Transportation Study-Citizens Advisory Committee	Augusta Law Department	N/A	N/A	N/A

Augusta Richmond County Board of Elections	Augusta Law Department	N/A	N/A	N/A
Augusta Richmond County Library Board	Wall Ellison and Nathan Huff	Proposals from interested attorneys	About one (1) year	Wall Ellison: $1,266.67 Nathan Huff: $2,100.00
Augusta Richmond County Planning Commission	Law Department	N/A	N/A	N/A
Augusta Urban Redevelopment Agency	Jim Plunkett	Proposals from interested attorneys	1/1/2009 to 8/31/2015	$18,525.30
Augusta Richmond County Board of Tax Assessors	Jim Plunkett	Proposals from interested attorneys	1/1/2009 to 8/31/2015	$ 140,393.00
Augusta Richmond County Coliseum Authority	Ed Enoch	Proposals from interested attorneys	4-5 years	Chairman is tracking down numbers
Augusta Richmond County Historic Preservation Commission	Augusta Law Department	N/A	N/A	N/A

Augusta Richmond County Land Bank Authority	John Manton, III	Proposals from interested attorneys	1/1/2009 to 8/31/2015	$70,937.55
Augusta Richmond County Personnel Board	Augusta Law Department	N/A	N/A	N/A
Augusta Richmond County Solid Waste Authority	Augusta Law Department	N/A	N/A	N/A
Augusta Richmond County Transit Citizens Advisory Committee	Augusta Law Department	N/A	N/A	N/A
Augusta Richmond County Tree Commission	Augusta Law Department	N/A	N/A	N/A
Board of Zoning Appeals	Augusta Law Department	N/A	N/A	N/A
Citizens Small Business Advisory Board	Augusta Law Department	N/A	N/A	N/A

Community Service Board of East Central Georgia	Staten Bitting: Fulcher Hagler, LLP.	Proposals from interested attorneys	At least 14 years	Depends on the cases
CSRA Economic Opportunity Authority, Inc.	Fisher Phillips out of Atlanta, Georgia	Proposals from interested attorneys	5 years	Have to contact Fisher Phillips directly (only workers comp. cases)
Dept. Family and Children Services Board				
Development Authority of Richmond County	Augusta Law Department	N/A	N/A	N/A
Downtown Development Authority	William Byrd Warlick: Warlick, Stebbins, Murrary, & Chew, LLP	Proposals from interested attorneys	Since 1998	From 2004, $81,975.26.
General Aviation Commission-Daniel Field	Augusta Law Department	N/A	N/A	N/A
HB 100 Regional Board Region 2 Board	No Attorney- Board has yet to be established	N/A	N/A	N/A
Housing and Community Development Citizens Advisory Board	No attorney- Board has yet to be established	N/A	N/A	N/A

Public Facilities, Inc.	No attorney – practically defunct	N/A	N/A	N/A
Richmond County Board of Health	Harry Revells	Proposals from interested attorneys	Over 20 years	$25 per meeting attended; Waiting for total compensation estimate
Richmond County Hospital Authority				
Richmond County Industrial Development Authority	Not in Existence per Charter	N/A	N/A	N/A
Richmond County Sheriff's Merit System Board	Augusta Law Department	N/A	N/A	N/A
Riverfront Development Review Board	Augusta Law Department	N/A	N/A	N/A

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Attorneys for ARC Bd. Auth. Comm.

Department:	
Caption:	Update from the General Counsel regarding the request for information (10/13/15) for a list of attorneys working for the various ARC Boards, Authorities and Commissions. **1)** how they were hired **2)** how long they've been there and **3)** total amount paid in compensation. **(Requested by Commissioner Marion Williams) (Referred from November 3 Commission meeting)**
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Benefits Contracts' Renewals

Delta Dental	BCBS Self- Funded Medical Plan	Medicare Advantage Retiree Plan through BCBS Georgia
Background: This contract has been in place since January 1, 2009 and has not had a rate increase during this time. There are currently more than 2600 members enrolled in this plan (employees/dependents) and enrollment has steadily increased over the years.	**Background:** This contract went out to RFP in 2012 for a January 1st, 2013 contract date. This initial contract is for three (3) years. As part of the contract, it was negotiated that the Administrative Fees would be implemented with a three (3) year escalator. That escalator was 3% per year. This helped in determining more accurately what the fixed costs would be over that three (3) year period and aided in Augusta's ability to precisely budget the future costs.	**Background:** This policy is a 12 month contract that renews annually. The benefits under this plan have not changed significantly since inception. To be eligible for this plan you must be over the age of 65 and be considered a retiree of Augusta.
Analysis: Delta Dental initially requested an 8.95% rate increase. After negotiations they have agreed to a rate increase of only 5%. The loss ratio is running at over 80% which makes the 5% requested increase well within fair market averages.	**Analysis:** Augusta's medical claims are running pretty well and within initial projections. The pharmacy claims are trending higher than anticipated. BCBS's pharmacy program should be utilized in 2016 to attempt to off-set these rising costs. Because of the pharmacy claims as well as some on-going high cost claimants, the specific and stop loss premiums are increasing - 15% on the specific stop loss and 3.7% on the aggregate stop loss premium.	**Analysis:** BCBS Georgia is asking for a 7.4% increase to the current premium. This is slightly lower than last year's increase of 8%. There are some CMS mandated benefit changes in 2016. **a.** Medicare Part D limits will be higher in 2016 than 2015. These limits define the start of the Part D Gap phase and the True Out of Pocket limit used to define the end of the Part D gap phase. The limits increase to $3,310 and $4,850 respectively. **b.** Medicare Catastrophic Minimum Copay are higher in 2016 than 2015. In 2016, the minimum copay for generics will be $2.95 and the minimum copay for brands will be $7.40. **c.** More $0 dollar copay generic drugs to treat high blood pressure are being added to the BCBS formulary list in 2016. **d.** There will be some smoking cessation and anti-depressant generic drugs removed from the generic list in 2016. They will still be available at the brand name level.
Financial Impact: Employees pay 23% of dental premium and the employer pays 77%. 2015 Monthly Rates: Employee / Employer EE Only $3.88 $13.38 Emp + 1 $7.88 $27.12 Family $11.82 $40.68 The monthly rates would increase as follows by 5% in 2016: Employee / Employer EE Only $4.17 $13.95 Emp + 1 $8.27 $28.48 Family $12.41 $42.71 Current annual cost to employer for 2015 (~$815,000) Proposed annual cost to employer for 2016 (~$855,750) Increase of ~$40,750 to employer annually	**Financial Impact:** The increased financial impact to Augusta on fixed costs will be approximately $147,773 annualized. Augusta should raise its Expected and Maximum Claims Liability to account for the increased fixed costs and average medical/pharmacy trends.	**Financial Impact:** The financial impact to Augusta will be determined based on how much of the 7.4% increase will be passed on to the retirees. Monthly Rates are as follows: **2015 Rates** / **2016 Rates** $319.57 / $343.17 Total impact based on increase of rate from $319.57 to $343.17 would be just under $110,000.
Alternatives: Put the dental coverage out for RFP or reduce dental benefits to lower the cost.	**Alternatives:** Put the Stop Loss contract out for RFP or put the entire BCBS contract out for RFP.	**Alternatives:** Put the Medicare Advantage Plan out to RFP.
Recommendations: Renew with Delta Dental with no change in benefits. We recommend that the employee (or retiree) rates remain unchanged in 2016. 2016 Proposed rates with increase to employer only: Employee / Employer EE Only $3.88 $14.24 Emp + 1 $7.88 $28.87 Family $11.82 $43.30	**Recommendations:** Augusta increase Expected and Maximum Claims Liability thresholds to $26,444,160 for ECL and $31,411,773 on the MCL. Renew with BCBS since the renewal that is being offered is fair and within market averages. We recommend that the employee (or retiree) rates remain unchanged in 2016.. (See attached premium rates for 2015)	**Recommendations:** Renew with BCBS Georgia at the 7.4% level. This increase is within market averages. We recommend that the employee (or retiree) rates remain unchanged in 2016.

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Benefits Contracts' Renewals

Department: Human Resources

Caption: Renew self-funded Health and Welfare plans with BCBS Georgia, EyeMed and Delta Dental.

Background: BCBS Medical: This contract went out to RFP in 2012 for a January 1, 2013 contract date. This initial contract is for three (3) years. As part of the contract, it was negotiated that the Administrative Fees would be implemented with a three (3) year escalator. That escalator was 3% per year. This helped in determining more accurately what the fixed costs would be over that three (3) year period and aided in Augusta's ability to precisely budget the future costs. BCBS Medicare Advantage: This policy is a 12 month contract that renews annually. The benefits under this plan have not changed significantly since inception. To be eligible for this plan you must be over the age of 65 and be considered a retiree of Augusta. Delta Dental: This contract has been in place since January 1, 2009 and has not had a rate increase during this time. There are currently more than 2600 members enrolled in this plan (employees/dependents) and enrollment has steadily increased over the years. EyeMed : There is no rate increase to employees for this product.

Analysis: See attached document

Financial Impact: Delta Dental: Employees pay 23% of dental premium and the employer pays 77%. 2015 Monthly Rates: Employee Employer EE Only $3.88 $13.38 Emp + 1 $7.88 $27.12 Family $11.82 $40.68 The monthly rates would increase as follows by 5% in 2016: Employee Employer EE Only $4.17 $13.95 Emp + 1 $8.27 $28.48 Family $12.41 $42.71 Current annual cost to employer for 2015 (~$815,000) Proposed annual cost to employer for 2016 (~$855,750) Increase of ~$40,750 to employer annually BCBS Self-Funded Medical Plan: The increased financial impact to Augusta on fixed costs will be approximately $147,773 annualized. Augusta should raise its Expected and Maximum Claims Liability to account for the increased fixed costs and average medical/pharmacy trends. Medicare Advantage Retiree

Plan through BCBS Georgia: The financial impact to Augusta will be determined based on how much of the 7.4% increase will be passed on to the retirees. Monthly Rates are as follows: 2015 Rates 2016 Rates $319.57 $343.17 Total impact based on increase of rate from $319.57 to $343.17 would be just under $110,000. EyeMed: None - Employee pays 100% of the cost.

Alternatives:	See attached document
Recommendation:	See attached document
Funds are Available in the Following Accounts:	2016 funds are budgeted under Fund 616.

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Law.
Procurement
Administrator
Clerk of Commission

Board/ Authority	Establishing Legislation	Number of Members	Duration of Term	Removal Process	Compensation	Contact Informatio
Animal Control Board	Charter 4-1-1	10	4 years	Corresponds with appointer; 3/31	None	Sharon Broady, Director (706) 790-6836
Augusta Aviation Commission	ARC Code, Readopted 7-10-2007 Ch. 3 Article 1	10 (with an additional 2)	4 years	Miss 3 meetings in 12 month period	Manager: salary fixed by Aviation Commission	Executive Director (706) 798-3236
Augusta Canal Authority	Ga. Law 1989 p. 4750	5	6 years	By vote of 3 members after public hearing at which evidence is presented on own behalf	None	Dayton Sherrouse Executive Director (706) 823-0440
Augusta Construction Advisory Board	Ord. 7055	11	4 years	Continued absence from regular meetings; at discretion of ARC Commission	None	Melanie Wilson Planning & Development (706) 821-1807
Augusta Housing Authority	Ga. Law 1937 p. 210	5	5 years	By Mayor, with consent of governing body; after given copy of charges at least 10 days prior to hearing and had opportunity to be heard in person or by counsel	None	Jacob Olgesby Executive Director (706) 724-5466
Augusta Port Authority	Ga. Laws 1959 p. 2761, 1975 p. 2939, 1989 p. 4087, 1999 p. 4286	12	4 years	Miss 3 consecutive meetings	None	Frank Carl (706) 513-1527 (706) 364-5253

Augusta Regional Transportation Study- Citizens Advisory Committee	Federal Aid Highway Act of 1962; established in 1970	13 (voting)			None	Melanie Wilson Planning & Development (706) 821-1807
Augusta Richmond County Board of Elections	Ga. Laws 1973 p. 2283, 1982 p. 4321, 1992 p. 1224	5	4 years	For cause after notice and hearing, in same manner and by same authority as provided for removal of registrars	For each day of service; Members: $10 Chairman: $20	Lynn Bailey Executive Director (706) 821-2340
Augusta Richmond County Library Board	Constitution for the Augusta-Richmond County Public Library System	10 (with an additional 2)	4 years	Miss 3 consecutive regular meetings; recommended for removal	None	Teresa Cole Executive Director (706) 821-2600
Augusta Richmond County Planning Commission	Ordinance No. 7272	10 (with an additional 2)	Correspond with term of appointing commissioner; legislative appointments: 4 years	Miss 3 consecutive meetings; Chair can recommend declaration of a vacancy (with concurrence of majority of Commission)	Monthly; Members: $150 Chairman: $250	Lois Schmidt (706) 821-1796
Augusta Urban Redevelopment Agency	Ga. Laws 1969 p. 807, 1955 p. 354, Resolution adopted by Augusta Commission	5	3 years	After hearing and after given copy of charges at least 10 days prior to hearing and opportunity to be heard in person or by counsel	None	Barry White Chairman (706) 823-6600
Augusta Richmond County Board of Tax Assessors	Ga. Laws 1956 p. 453, 1983 p. 4092, 1973 p. 2812, 1974 p. 3069, 1993 p. 4482, 1999 p. 3599	8	4 years	By the appointing authority only for cause shown for the failure to perform the duties	Monthly; $200	Alveno Ross Chief Tax Appraiser (706) 821-1765

Augusta Richmond County Coliseum Authority	Ga. Laws 1973 p. 3042, 1993 p. 4087	7	3 years	No specific removal process; follow procedures outlined in Augusta Code: terms expire March 31 last year of term	None	Linda Roberts (706) 722-3521 Ext 514
Augusta Richmond County Historic Preservation Commission	ARC Code, Readopted 7-10-2007 Ch. 4 Article 2	10 (with an additional 2)	4 years	Absence from 3 consecutive regular meetings	None	Melanie Wilson Planning & Development (706) 821-1807
Augusta Richmond County Land Bank Authority	O.C.G.A. § 48-4-62	4	4 years	At discretion of Augusta Commission	None	Norman Michael Director (706) 821-1884
Augusta Richmond County Personnel Board	ARC Code, Readopted 7-10-2007 Sec. 1-7-13	10 (with an additional 2)	4 years	For cause and after notice and hearing by ARC Commission	$20 per diem (not exceeding 30 days per year)	Human Resources Department (706) 821-2305
Augusta Richmond County Solid Waste Authority	O.C.G.A. § 12-8-50, et. seq.	5	4 years	At discretion of Augusta Commission	None	Mark Johnson (706) 821-3201
Augusta Richmond County Transit Citizens Advisory Committee	Bylaws	10 (with an additional 2)	If appointed by mayor/ commissioner: duration of term; others: 4 years	Absence from 3 consecutive regular meetings; by majority vote	None	Sharron Dottery (706) 821-1818
Augusta Richmond County Tree Commission	ARC Code, Readopted 7-10-2007 Sec. 8-4-3	10 (with an additional 2)	4 years	At discretion of Augusta Commission	None	Melanie Wilson Planning & Development (706) 821-1807

Board of Zoning Appeals	ARC Code, Readopted 7-10-2007 Sec. 1-4-88	10 (with an additional 2)	4 years	For cause, on written charges after public hearing by ARC Commission	Est. by Augusta Commission	Bob Austin (706) 821-1796
Citizens Small Business Advisory Board	HB 805	13	If appointed by mayor/ commissioner: duration of term; others: 4 years	Majority vote for removal if 3 consecutive regular meetings missed	None	Yvonne Gentry DBE Coordinator (706) 821-2406
Community Service Board of East Central Georgia	2015 GA Laws Act 236 (HB 512)	1 member for each population increment of 50,000	3 years	Resignation, death, or inability to serve due to medical infirmity or other incapacity or such other reasonable condition	None	Yvonne Lewis (706) 432-4891
CSRA Economic Opportunity Authority, Inc.	CSRA Economic Opportunity Authority, Inc. was incorporated on January 7, 1966, as "Richmond Economic Opportunity Council" in the Superior Court of Richmond County. On October 13, 1970, the name of the Organization was legally changed to "CSRA Economic Opportunity Authority, Inc."	7	Representatives of the Poor: Two years; Representatives of the Private Sector: Two years; Representatives of the Public Sector: No tenure restrictions	Two-Thirds vote of the Board of Directors; Three unexcused absences in a row from regularly scheduled Board meetings; Ceasing to be a member of the target area	None	Gloria Lewis, Executive Director (706) 722-0493

Dept. Family and Children Services Board	O.C.G.A. § 49-3-2	5 (with an additional 2)	5 years	Only by expiration of term or if replaced by new commissioner	None except a per diem of no less than $15 per month	Lynn Barmore (706) 721-2536
Development Authority of Richmond County	ARC Code, Readopted 7-10-2007 Ch. 4 Article 2	9	4 years	At discretion of Augusta Commission	None	Walter Sprouse Executive Director (706) 821-1321
Downtown Development Authority	Ga. Law 1981 p. 1744	7	6 years	By ceasing to be a taxpayer residing in the city	None	Margarett Woodarc Executive Director (706) 722-8000
General Aviation Commission-Daniel Field	ARC Code, Readopted 7-10-2007 Ch. 3 Article 2	10 (with an additional 2)	4 years	Miss 3 consecutive meetings; Augusta Commission	Manager: salary fixed by General Aviation Commission	Becky Shealy (706) 733-1647
HB 100 Regional Board: Region 2 Board	Ga. Laws 1993 p. 1445	1 member for each population increment of 50,000	3 years	Resignation, death, or inability to serve due to medical infirmity or other incapacity or such other reasonable condition	None	Yvonne Lewis (706) 432-4891
Housing and Community Development Citizens Advisory Board	Bylaws	10	Duration of appointing commissioner's term	Miss 3 consecutive regular meetings or 30% of all meetings; recommended for replacement or declaration of a vacancy	None	Hawthorne Welchei Director AHCDD (706) 842-3084

'ublic Facilities, Inc.	Bonding purposes	N/A	N/A	N/A	N/A	Clerk of Commissior (706) 821-1820
Richmond County Board of Health	Ga. Laws 1955 p. 3192, 1971 p. 3618, 1996 p. 4102	12	4 years	Follow county procedures because not specified; only by expiration of term or if replaced by new commissioner	$10 for every meeting attended with no more than $240 per year	Stephen Goggaros Commissioner of Health (706) 667-4250 (Helen Smith)
Richmond County Hospital Authority	Ga. Laws 1941 p. 241, 1985 p. 3892; O.C.G.A. § 31-7-72	(Between 5-9 members)	4 years	Petition filed by residents in the Superior Court for removal of member	None, except per diem of no more than $100.00 per month	University Hospital (706) 722-9011
Richmond County Industrial Development Authority	Ga. Laws 1957 p. 3175 (Authority does not exist per Charter)	N/A	N/A	N/A	N/A	N/A
Richmond :ounty Sheriff's Merit System Board	Ga. Laws 1983 p. 4495, 1985 p. 4816	7	Chairman: 2 years; Other members: 3 years	Absence from 3 consecutive regular meetings	None	Human Resources Department (706) 821-2303
Riverfront Development Review Board	Section 25-A Augusta-Richmond County Comprehensive Zoning Ordinance	10	4 years	At discretion of Augusta Commission	None	Melanie Wilson Planning & Development (706) 821-1807

Augusta
GEORGIA

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Compensation for ARC Boards, Authorities and Commission

Department:

Caption: Update from the General Counsel regarding the request for information relative to the compensation paid to the various ARC Boards, Authorities and Commissions and by what authority. **(Requested by Commissioner Marion Williams) (Referred from November 3 Commission meeting)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

<u>REVIEWED AND APPROVED BY</u>:

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increase the salary appropriations and fringe benefits shall require the approval of the Commission.

Sec. 2-3-9. Time for compliance.

The budget officer shall prepare a timetable for complying with the provisions in this article, which shall be submitted not later than the first Tuesday in September of each year to the chairman of the Finance Committee and county administrator for approval or modification within the parameters set forth in this article.

Sec. 2-3-10. Annual audit required.

There shall be made an annual audit of the financial affairs and transactions of all funds and activities of Augusta for each fiscal year of the local government. The audit shall be conducted in accordance with generally accepted auditing standards. Each audit shall also contain a statement of any agreement or arrangement under which Augusta has assumed the actual or potential liability of the obligations of any governmental or private agency, authority or instrumentality. Such statement shall include the purpose of the agreement or arrangement; shall identify the agency, authority or instrumentality upon whose obligations Augusta is or may become liable; and shall state the amount of actual liability and the maximum amount of potential liability of August under the agreement or arrangement.

Sec. 2-3-11. Contents of audit reports.

All annual audit reports of Augusta shall contain at least the following:

(a) Financial statements prepared in conformity with generally accepted governmental accounting principles, setting forth the financial condition and results of operations of each fund and activity of Augusta, and such financial statements shall be the representation of Augusta; and

(b) The opinion of the performing auditor with respect to the financial statement, in addition to an explanation of any qualification or disclaimer contained in the opinion, and such opinion shall also disclose, in accordance with generally accepted audit standards, any apparent material violation of state or local law discovered during the audit.

Sec. 2-3-12. Submittal of audit to state auditor.

Each annual audit of Augusta shall be completed and a copy of the report forwarded to the state auditor within one hundred eighty (180) days after the close of Augusta's fiscal year.

Secs. 2-3-13—2-3-24. Reserved.

Chapter 4

ENTERPRISE ZONES

ARTICLE 1 IN GENERAL

Sec. 2-4-1. Purpose.

The Augusta-Richmond County Commission desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in an area meeting criteria established by the Enterprise Zone Employment Act of 1997, as amended (O.C.G.A. § 36-88-1), and to provide employment to residents of such area.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-2. Procedures.

Whenever the necessary conditions exist in a designated area to qualify the area as an Enterprise Zone as provided in O.C.G.A. § 36-88-6, the Commission by Ordinance may establish such area as an Enterprise Zone, which designation shall continue for a period of ten (10) years unless redesignated as an Enterprise Zone for an additional period.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-3. Qualifications.

An area to be redesignated as an Enterprise Zone shall meet the criteria as provided for in O.C.G.A. § 36-88-6.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-4. Incentives.

Augusta shall provide the following incentives in an area designated as an Enterprise Zone, including tax incentives, to qualifying businesses in accordance with the definition of such businesses outlined in the Enterprise Zone Employment Act, which incentives are not applicable throughout the city:

(a) The Augusta-Richmond County Commission shall exempt qualifying businesses from state, county, and municipal ad valorem property taxes, excluding property taxes imposed by school districts, that would otherwise be levied on the qualifying business and service enterprises in accordance with the following schedule:

(1) One hundred (100) percent of the property taxes shall be exempt for the first five (5) years;

(2) Eighty (80) percent of the property taxes shall be exempt for the next two (2) years;

(3) Sixty (60) percent of the property taxes shall be exempt for the next year;

(4) Forty percent (40) of the property taxes shall be exempt for the next year; and

(5) Twenty (20) percent of the property taxes shall be exempt for the last year.

(b) Other incentives that may be granted will be negotiated on a case-by-case basis by the Augusta-Richmond County Commission through the The Housing and Community Development Department and could include exemption from any or all of the following:

(1) Building Permit Fees;

(2) Sign Permit Fees;

(3) Business License Administrative Fee;

(4) Rezoning Fees;

(5) Engineering Fees;

(6) Other local fees authorized by the Augusta-Richmond County Commission, as applicable.

(Ord. No. 6292, § 1, 7-20-00; Ord. No. 6939, § 11, 1-2-07)

Sec. 2-4-5. Authorized agency.

The Augusta-Richmond County Commission is the authorized agency to act in all matters pertaining to the Enterprise Zone and reserves the power to grant the incentives listed above to qualifying businesses in accordance with the authorization powers granted local governments in the administration of the Enterprise Zone in the Enterprise Zone Employment Act of 1997 (O.C.G.A. § 36-88-1 et seq.).
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-6. Liaison.

The Augusta-Richmond County Commission directs and designates its Director of The Housing and Community Development Department as liaison for communication with the Georgia Department of Community Affairs; the Georgia Department of Industry, Trade, and Tourism; the business community; and all others to oversee Enterprise Zone activities and administration, and communications with qualified businesses, and to recommend to the Commission the establishment of Enterprise Zones.
(Ord. No. 6292, § 1, 7-20-00; Ord. No. 6939, § 11, 1-2-07)

Sec. 2-4-7. Enforcement.

The Augusta-Richmond County Commission has the power to administer, require, and enforce compliance with the provisions of this chapter and to adopt such administrative rules or regulations as are necessary to implement same, including, but not limited to, the requiring of reports and data information from businesses within the Enterprise Zone to verify compliance with this Chapter and state law.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-8. Contractual agreement.

A qualifying business shall enter into a contractual agreement that outlines the incentives of-

fered to the business and the guidelines for the recapture, revocation, or reimbursement should the terms of the contract be violated by the target business.
(Ord. No. 6292, § 1, 7-20-00)

Secs. 2-4-9—2-4-19. Reserved.

ARTICLE 2

Sec. 2-4-20. Designation of "Laney-Walker Enterprise Zone".

The Augusta-Richmond County Commission hereby designates the area hereinafter described as an Enterprise Zone to be known as the "Laney-Walker Enterprise Zone", to wit:

BOUNDARY DESCRIPTION

"Beginning at a point, which is the intersection of the centerlines of 12th Street and Telfair Street; thence, in a southeasterly direction along the centerline of Telfair Street for a distance of 4,540 feet, more or less, to a point of intersection with the centerline of 5th Street; thence, in a southwesterly direction along the centerline of 5th Street for a distance of 3,715 feet, more or less, to a point of intersection with the centerline of Laney-Walker Boulevard; thence, in a northwesterly direction along the centerline of Laney-Walker Boulevard for a distance of 2,940 feet, more or less, to a point of intersection with the centerline of James Brown Boulevard (9th Street); thence, in a southwesterly direction along the centerline of James Brown Boulevard a distance of 1,560 feet, more or less, to point of intersection with the centerline of Wrightsboro Road; thence, in a northwesterly direction along the centerline of Wrightsboro Road a distance of 3,850 feet, more or less, to a point of intersection with the centerline of Augusta Avenue; thence, in a northwesterly direction along the centerline of Augusta Avenue a distance of 1,685 feet, more or less, to a point of intersection with the centerline of Laney-Walker Boulevard; thence in a northwesterly direction along the centerline of Laney-Walker Boulevard a distance of 120 feet, more or less, to a point of intersection with the centerline of R. A. Dent Boulevard; thence, in a northeasterly direction along the centerline of R. A. Dent Boulevard a distance of 1,910 feet, more or less, to a point of intersection with the centerline of D'Antignac Street; thence in a southeasterly direction along the centerline of D'Antignac Street a distance of 950 feet, more or less, to a point of intersection with the centerline of 12th Street; thence, in a northeasterly direction along the centerline of 12th Street a distance of 2,165 feet, more or less, to a point of beginning."
(Ord. No. 6292, § 1, 7-20-00; Ord. No. 6460, § 1, 2-20-02; Ord. No. 6508, § 1, 5-21-02)

Sec. 2-4-21. Designation of "Rocky Creek Enterprise Zone".

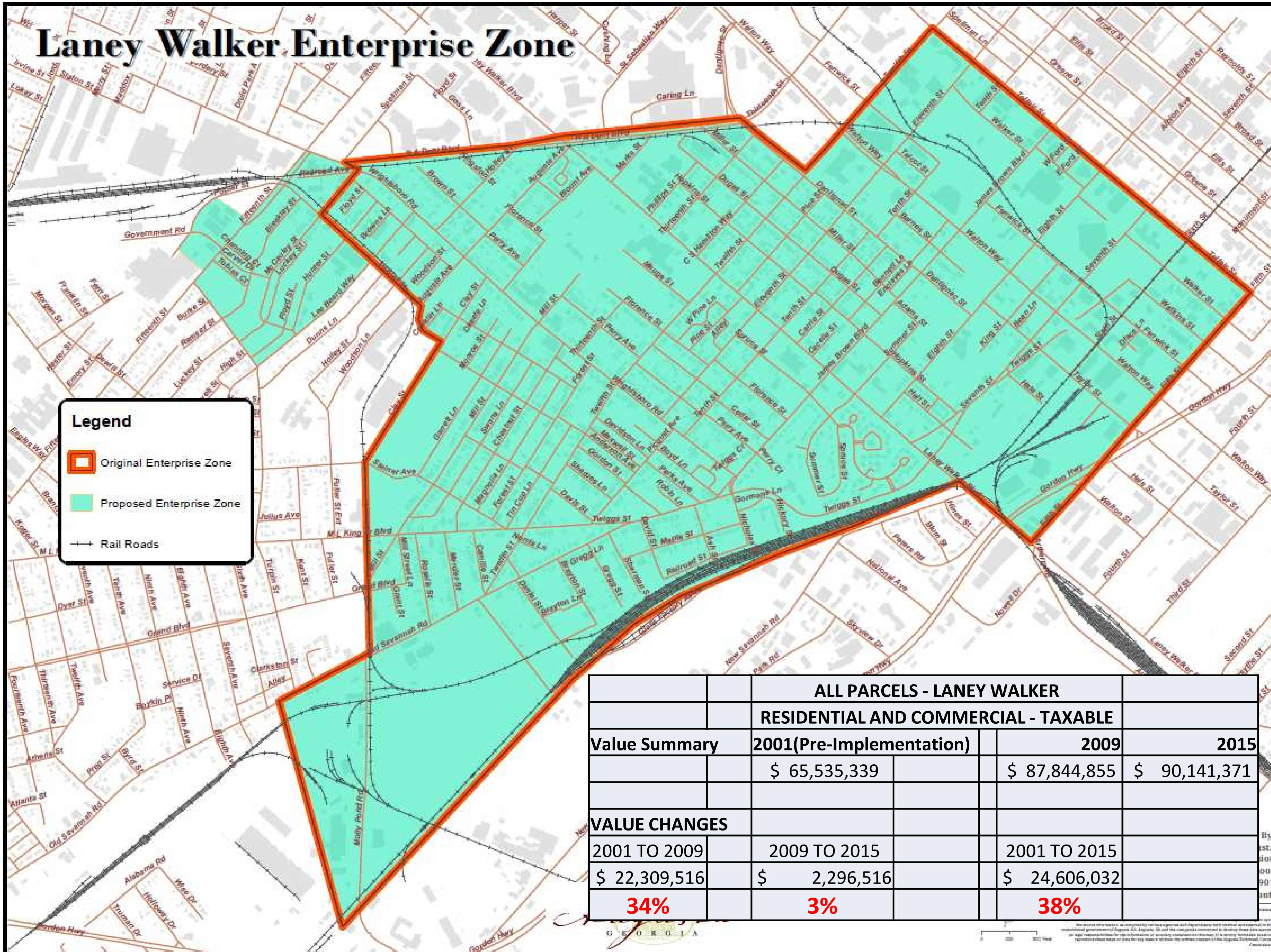
The Augusta-Richmond County Commission hereby designates the area hereinafter described as an Enterprise Zone to be known as the "Rocky Creek Enterprise Zone", to wit:

BOUNDARY DESCRIPTION

Beginning at the point of the intersection of the centerline of Milledgeville Road/Martin Luther King, Jr. Blvd and the centerline of Olive Road; thence, in a southeasterly direction along the centerline of Olive Road to the intersection of the centerline of Gordon Highway (US 1/25/78/278); thence in a southwesterly direction along the centerline of Gordon Highway (US 1/25/78/278) to point of intersection with Peach Orchard Road (US 25); thence continuing in a southwesterly direction along the centerline of Peach Orchard Road (US 25); to a point of intersection with the centerline of Tubman Home Road/Mike Padgett Highway (State Route 56); thence, continuing in a southeasterly direction along the centerline of Mike Padgett Highway (State Route 56) to its intersection with the centerline of Nixon Road; thence in an easterly direction aloongs the centerline of Nixon intersection with the right-of-way of the Norfolk Southern Railroad; thence in a southwesterly direction along the northwest right-of-way of the Norfolk Southern Railroad to its intersection with the centerline of Rocky Creek; thence, in a westerly direction along the centerline of Rocky Creek to its intersection with the centerline of Deans Bridge Road; thence, in a southwesterly direction along the centerline Richmond Hill Road to its intersection with the centerline of the Bobby Jones (I-520) Expressway; thence, in a westerly direction along the centerline of Bobby Jones Expressway to its intersection with the centerline of Old McDuffie Road; thence, in a northerly direction along the centerline of Old McDuffie Road to its intersection with the centerline of Milledgeville Road; thence, in a northeasterly direction along the centerline of Milledgeville Road to the point of beginning.

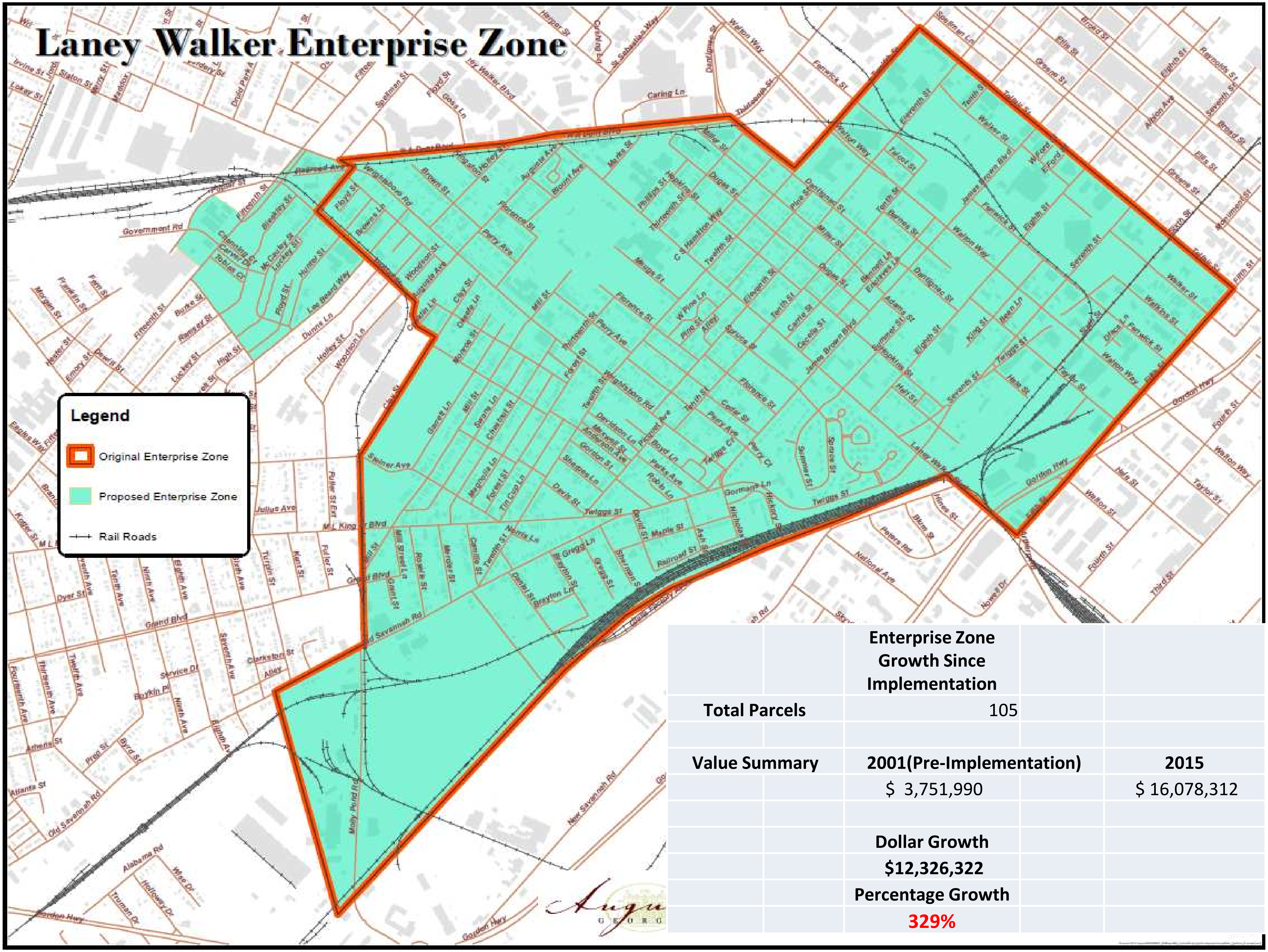
(Ord. No. 6424, § 1, 10-16-01; Ord. No. 6516 § 1, 6-4-02)

Laney Walker Enterprise Zone



	ALL PARCELS - LANEY WALKER		
	RESIDENTIAL AND COMMERCIAL - TAXABLE		
Value Summary	2001(Pre-Implementation)	2009	2015
	$ 65,535,339	$ 87,844,855	$ 90,141,371
VALUE CHANGES			
2001 TO 2009	2009 TO 2015	2001 TO 2015	
$ 22,309,516	$ 2,296,516	$ 24,606,032	
34%	3%	38%	

Laney Walker Enterprise Zone



	Enterprise Zone Growth Since Implementation		
Total Parcels	105		
Value Summary	2001(Pre-Implementation)		2015
	$ 3,751,990		$ 16,078,312
	Dollar Growth		
	$12,326,322		
	Percentage Growth		
	329%		

Existing
Laney Walker Enterprise Zone
Boundary Description

Beginning at a point which is the intersection of the centerlines of 12th Street and Telfair Street thence in a southeasterly direction along the centerline of Telfair Street a distance of 4 540 feet more or less to a point of intersection with the centerline of 5th Street thence in a southwesterly direction along the centerline of 5th Street a distance of 3 660 feet more or less to a point of intersection with the centerline of Laney Walker Boulevard thence in a northwesterly direction along the centerline of Laney Walker Boulevard a distance of 1 080 feet more or less to a point of intersection with the centerline of the right of way of the Norfolk Southern Railroad thence in a southwesterly direction along the centerline of the Norfolk Southern Railroad a distance of 8 150 feet more or less to a point of intersection of the centerline of Molly Pond Road thence continuing southwest along the centerline of the Norfolk Southern Railroad a distance of 325 feet to a point thence going north 32 degrees 47 minutes west a distance of 2 480 feet more or less to a point on the centerline of Old Savannah Road thence in a northeasterly direction along the centerline of Old Savannah Road a distance of 1 090 feet more or less to a point of intersection with the centerline of the right of way of the CSX Beltline Railroad thence in a northwesterly direction along the centerline of the CSX Beltline Railroad a distance of 2 140 feet more or less to a point of intersection with the centerline of Clay Street thence in a northeasterly direction along the centerline of Clay Street a distance of 1 575 feet more or less to a point of intersection with the centerline of Anderson Avenue thence in a westerly direction and then a northerly direction along the centerline of Anderson Avenue a distance of 550 feet more or less to a point of intersection with the centerline of Poplar Street thence in a northwesterly direction along the centerline of Poplar Street a distance of 1 490 feet more or less to a point of intersection with the centerline of McCauley Street thence in a northeasterly direction along the centerline of McCauley Street a distance of 655 feet more or less to a point of intersection with the centerline of Wrightsboro Road then in a westerly direction along the centerline of Wrightsboro Road a distance of 175 feet more or less to a point of intersection with the centerline of RA Dent Boulevard thence in a northeasterly direction along the centerline of R A Dent Boulevard a distance of 4 325 feet more or less to a point of intersection with the centerline of D’Antignac Street thence in a southeasterly direction along the centerline of D’Antignac Street a distance of 950 feet more or less to a point of intersection with the centerline of 12th Street thence in a northeasterly direction along the centerline of 12th Street a distance of 2 165 feet more or less to the point of beginning.

Recommended
Laney Walker Enterprise Zone
Boundary Expansion Description

AHCD recommends that the Commission update the boundary description for Laney Walker Enterprise Zone to include Cherry Tree, the Foundry Site and its associated parcels thusly:

Beginning at the point of intersection of the centerline of Laney Walker Boulevard and the centerline of R.A. Dent Boulevard; thence in a southwesterly direction along the centerline of R.A. Dent Boulevard to the point of intersection of the centerline of R.A. Dent Boulevard and the centerline of Wrightsboro Road; thence in an easterly direction a distance of 150 feet, more or less, to the point of intersection of the centerline of Wrightsboro Road and the centerline of Railroad Avenue; thence southwesterly along the centerline of Railroad Avenue a distance of 945 feet, more or less, to the point of intersection of the centerline of Railroad Avenue and the centerline of Poplar Street; thence southwesterly along the centerline of Poplar Street to the point of intersection of the centerline of Poplar Street and the centerline of Government Road; thence easterly along the centerline of Government Road to the point of intersection of the centerlines of Government Road and 15th Street; thence in a southerly direction along the centerline of 15th Street to the point of intersection of the centerline of 15th Street and the centerline of Suwanee Quintet Boulevard; thence easterly along the centerline of Suwanee Quintet Boulevard to the point of intersection of the centerlines of Suwanee Quintet Boulevard and the centerline of Lee Beard Way; thence northeasterly along the centerline of Lee Beard Way to the point of intersection of the centerline of Lee Beard Way and the centerline of Wrightsboro Road; thence in a southeasterly direction along the centerline of Wrightsboro Road to the point of intersection of the centerline of Wrightsboro Road and the centerline of Augusta Avenue; thence northeasterly along the centerline of Augusta Avenue to the point of intersection of the centerline of Augusta Avenue and the centerline of Laney Walker Boulevard.

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Laney-Walker Enterprise Zone Reauthorization

Department:	Augusta Housing and Community Development
Caption:	Motion to reauthorize the ordinance designating the Laney-Walker Enterprise Zone. (Originally approved by Commission May 21, 2002)
Background:	The Augusta Code at 2-4 provides for the Designation of Enterprise Zones as an economic development incentive for depressed areas suffering from disinvestment as a way to encourage reinvestment in housing and employment for the area. The area previously designated as the Laney-Walker Enterprise Zone meets the criteria for designation and reauthorization found at O.C.G.A. 36-88-8, and with continued development in the area related to the Neighborhood Revitalization Strategy specifically targeting the Laney-Walker and Bethlehem neighborhoods. Additionally, these neighborhoods are identified in the Augusta-Richmond County Comprehensive Plan as 'Areas in Need of Redevelopment.' With the assistance of these incentives, and further execution of these development plans, Laney-Walker / Bethlehem projects to see continued growth and development over the coming years. The designation, in place since 2002, will continue to allow for the incentives to businesses that create 5 or more new jobs being exempt from ad valorem taxes on a scale over a 10-year period. Residential investment will also continue to be encouraged through the continued 10-year ad-valorem property tax exemption as well. To better align this strategic economic development tool with currently planned developments in the area, we are recommending extending the boundaries of the Laney-Walker Enterprise Zone to incorporate developments already underway by Walton Communities in the old Cherry Tree Crossing area, as well as planned developments scheduled for the Foundry site location. Please reference the attached maps and boundary descriptions for precise descriptions of the recommended boundary expansions.
Analysis:	AHCD is working with reputable developers (in this expanded area) to construct/develop multi family high density housing (affordable on the Cherry Tree Crossing site & market rate on the Foundry site). The expansion of the enterprise zone, will

potentially enable the developer to receive enhanced credits. As such, AHCD is before the Commission asking for permission to expand the boundaries of the existing enterprise zone to include these project sites. These project are consistent to the LW/B Urban Redvelopment Plan of providing a mixture of housing options in the LW/B area. The incentives of tax abatement are positive, and the theory is that revenue not realized due to the abatement would not have happened without the incentives. The abatement schedule for ad valorem taxes is as follows: 100% first 5 years; 80% for years 6 and 7; 60% for year 8; 40% for year 9 and 20% for year 10. In addition, the City could elect to waive fees and other forms of revenue.

Financial Impact: See the Value Summary on the attached Boundary Map.

Alternatives: 1)Re-authorize Laney Walker Enterprise Zone with recommended boundary expansions (see attachment), 2)Reauthorize Laney Walker Enterprise Zone with existing boundaries, or 3)Don't re-authorize Laney Walker Enterprise Zone.

Recommendation: Re-authorize Laney Walker Enterprise Zone with recommended boundary expansions.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Augusta GEORGIA

Administrative Services Committee Meeting Commission Chamber - 10/27/2015

ATTENDANCE:

Present: Hons. M. Williams, Chairman; D. Williams, Vice Chairman; Lockett and Davis, members.
Absent: Hon. Hardie Davis, Jr., Mayor.

ADMINISTRATIVE SERVICES

1. Motion to approve the minutes of the Administrative Services Committee held on October 13, 2015. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Dennis Williams	Commissioner William Lockett	Passes

2. Review and approve the revised edition of the Personnel Policies and Procedures Manual. Proposed changes to the manual were reviewed by the Human Resources Department and the Law Department respectively. The revisions to the manual were completed in late 2014 and slated to become effective on January 1, 2015. (Requested by Commissioner Lockett) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve asking everyone to review the manual and then set up a work session to review and approve it. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Mary Davis	Passes

3. Discuss and review a comprehensive salary analysis of all Department Directors. Approve course of action to be taken to eliminate possible pay inequalities within Augusta. (Requested by Commissioner Lockett)

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Mr. Lockett votes No. Motion Passes 3-1.	Commissioner Dennis Williams	Commissioner Mary Davis	Passes

4. Discuss whether the revitalization of the Laney Walker/Bethlehem Area has had on longtime residents and businesses. Explain what methodologies are utilized or needed to accomplish revitalization without displacement. Provide demographic and socioeconomic status of those displaced and of those moving into the revitalized properties. (Requested by Commissioner Lockett)

Item Action: Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to approve rescheduling this item to the next committee meeting. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Mary Davis	Passes

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Minutes

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Administrative Services Committee held on October 27, 2015.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Revitalization of Laney Walker/Bethlehem Area

Department:	Clerk of Commission
Caption:	Discuss whether the revitalization of the Laney Walker/Bethlehem Area has had on longtime residents and businesses. Explain what methodologies are utilized or needed to accomplish revitalization without displacement. Provide demographic and socioeconomic status of those displaced and of those moving into the revitalized properties. (Requested by Commissioner Lockett) (Referred from October 27 Administrative Services Committee)
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

<u>REVIEWED AND APPROVED BY</u>:

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increase the salary appropriations and fringe benefits shall require the approval of the Commission.

Sec. 2-3-9. Time for compliance.

The budget officer shall prepare a timetable for complying with the provisions in this article, which shall be submitted not later than the first Tuesday in September of each year to the chairman of the Finance Committee and county administrator for approval or modification within the parameters set forth in this article.

Sec. 2-3-10. Annual audit required.

There shall be made an annual audit of the financial affairs and transactions of all funds and activities of Augusta for each fiscal year of the local government. The audit shall be conducted in accordance with generally accepted auditing standards. Each audit shall also contain a statement of any agreement or arrangement under which Augusta has assumed the actual or potential liability of the obligations of any governmental or private agency, authority or instrumentality. Such statement shall include the purpose of the agreement or arrangement; shall identify the agency, authority or instrumentality upon whose obligations Augusta is or may become liable; and shall state the amount of actual liability and the maximum amount of potential liability of August under the agreement or arrangement.

Sec. 2-3-11. Contents of audit reports.

All annual audit reports of Augusta shall contain at least the following:

(a) Financial statements prepared in conformity with generally accepted governmental accounting principles, setting forth the financial condition and results of operations of each fund and activity of Augusta, and such financial statements shall be the representation of Augusta; and

(b) The opinion of the performing auditor with respect to the financial statement, in addition to an explanation of any qualification or disclaimer contained in the opinion, and such opinion shall also disclose, in accordance with generally accepted audit standards, any apparent material violation of state or local law discovered during the audit.

Sec. 2-3-12. Submittal of audit to state auditor.

Each annual audit of Augusta shall be completed and a copy of the report forwarded to the state auditor within one hundred eighty (180) days after the close of Augusta's fiscal year.

Secs. 2-3-13—2-3-24. Reserved.

Chapter 4

ENTERPRISE ZONES

ARTICLE 1 IN GENERAL

Sec. 2-4-1. Purpose.

The Augusta-Richmond County Commission desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in an area meeting criteria established by the Enterprise Zone Employment Act of 1997, as amended (O.C.G.A. § 36-88-1), and to provide employment to residents of such area.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-2. Procedures.

Whenever the necessary conditions exist in a designated area to qualify the area as an Enterprise Zone as provided in O.C.G.A. § 36-88-6, the Commission by Ordinance may establish such area as an Enterprise Zone, which designation shall continue for a period of ten (10) years unless redesignated as an Enterprise Zone for an additional period.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-3. Qualifications.

An area to be redesignated as an Enterprise Zone shall meet the criteria as provided for in O.C.G.A. § 36-88-6.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-4. Incentives.

Augusta shall provide the following incentives in an area designated as an Enterprise Zone, including tax incentives, to qualifying businesses in accordance with the definition of such businesses outlined in the Enterprise Zone Employment Act, which incentives are not applicable throughout the city:

(a) The Augusta-Richmond County Commission shall exempt qualifying businesses from state, county, and municipal ad valorem property taxes, excluding property taxes imposed by school districts, that would otherwise be levied on the qualifying business and service enterprises in accordance with the following schedule:

(1) One hundred (100) percent of the property taxes shall be exempt for the first five (5) years;

(2) Eighty (80) percent of the property taxes shall be exempt for the next two (2) years;

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(b) Other incentives that may be granted will be negotiated on a case-by-case basis by the Augusta-Richmond County Commission through the The Housing and Community Development Department and could include exemption from any or all of the following:

(1) Building Permit Fees;

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(3) Business License Administrative Fee;

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The Augusta-Richmond County Commission is the authorized agency to act in all matters pertaining to the Enterprise Zone and reserves the power to grant the incentives listed above to qualifying businesses in accordance with the authorization powers granted local governments in the administration of the Enterprise Zone in the Enterprise Zone Employment Act of 1997 (O.C.G.A. § 36-88-1 et seq.).
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-6. Liaison.

The Augusta-Richmond County Commission directs and designates its Director of The Housing and Community Development Department as liaison for communication with the Georgia Department of Community Affairs; the Georgia Department of Industry, Trade, and Tourism; the business community; and all others to oversee Enterprise Zone activities and administration, and communications with qualified businesses, and to recommend to the Commission the establishment of Enterprise Zones.
(Ord. No. 6292, § 1, 7-20-00; Ord. No. 6939, § 11, 1-2-07)

Sec. 2-4-7. Enforcement.

The Augusta-Richmond County Commission has the power to administer, require, and enforce compliance with the provisions of this chapter and to adopt such administrative rules or regulations as are necessary to implement same, including, but not limited to, the requiring of reports and data information from businesses within the Enterprise Zone to verify compliance with this Chapter and state law.
(Ord. No. 6292, § 1, 7-20-00)

Sec. 2-4-8. Contractual agreement.

A qualifying business shall enter into a contractual agreement that outlines the incentives of-

fered to the business and the guidelines for the recapture, revocation, or reimbursement should the terms of the contract be violated by the target business.
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Secs. 2-4-9—2-4-19. Reserved.

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(Ord. No. 6292, § 1, 7-20-00; Ord. No. 6460, § 1, 2-20-02; Ord. No. 6508, § 1, 5-21-02)

Sec. 2-4-21. Designation of "Rocky Creek Enterprise Zone".

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BOUNDARY DESCRIPTION

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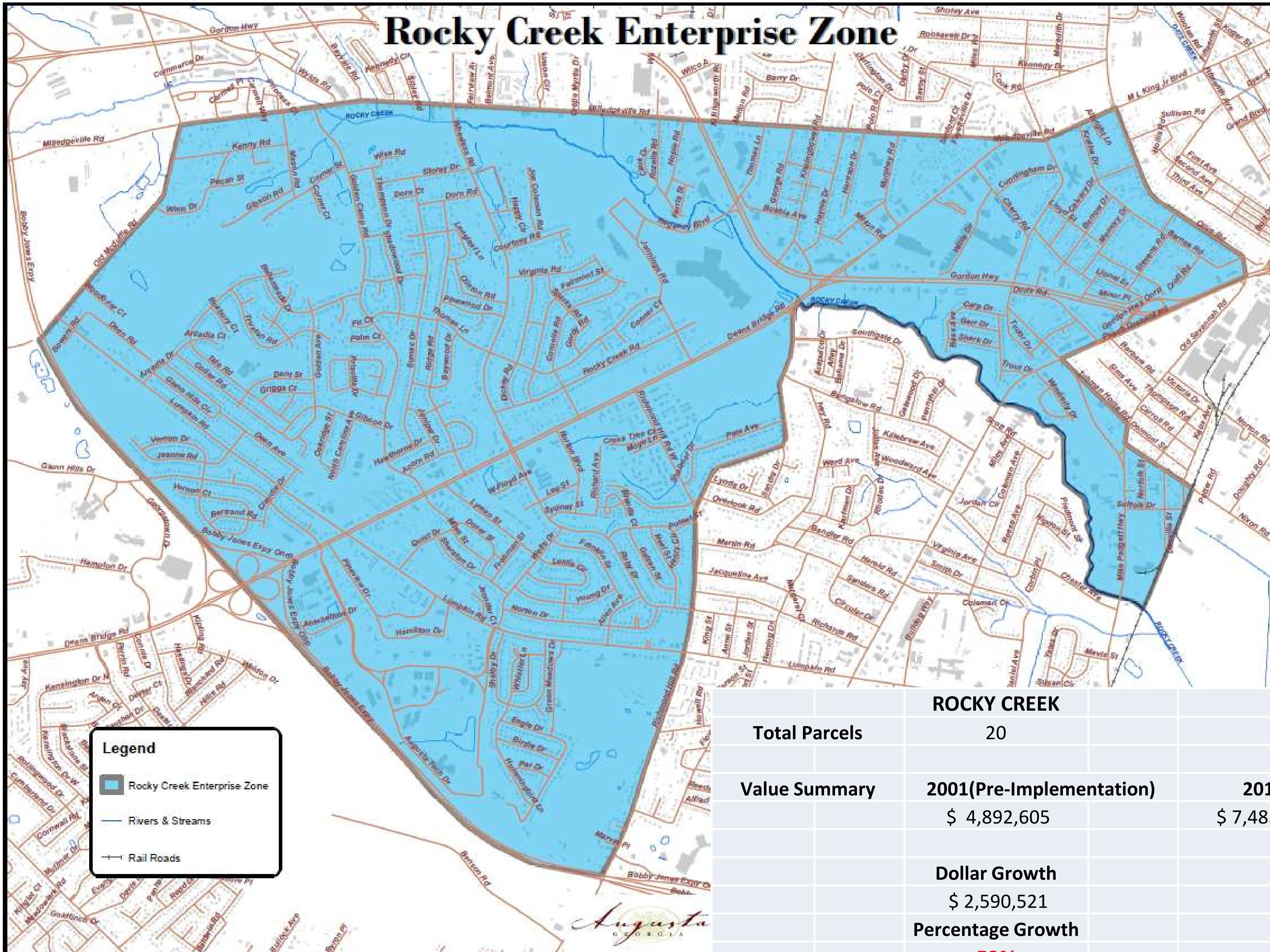
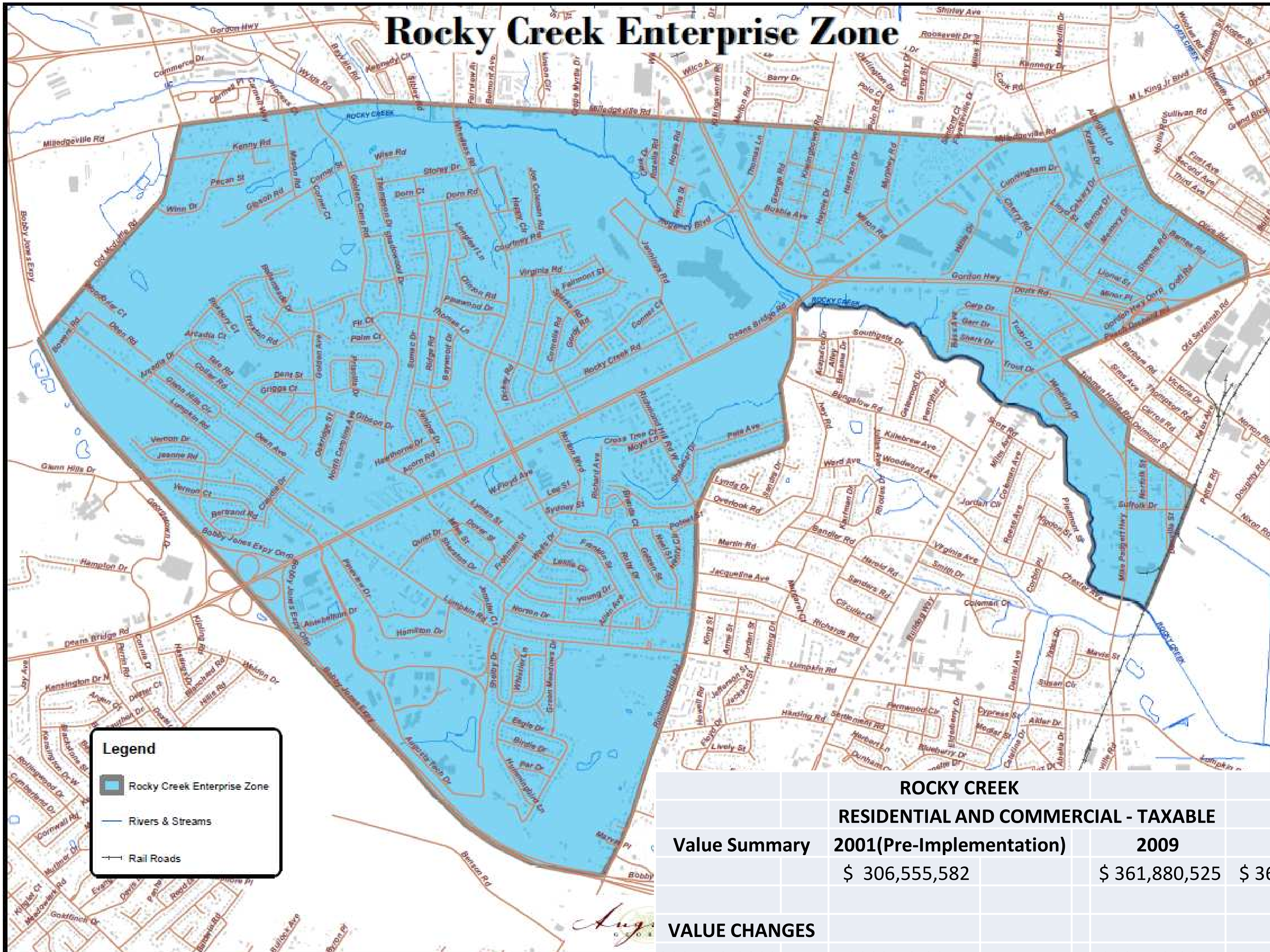
(Ord. No. 6424, § 1, 10-16-01; Ord. No. 6516 § 1, 6-4-02)



		ROCKY CREEK		
Total Parcels		20		
Value Summary		**2001(Pre-Implementation)**		**2015**
		$ 4,892,605		$ 7,483,126
		Dollar Growth		
		$ 2,590,521		
		Percentage Growth		
		53%		



	ROCKY CREEK		
	RESIDENTIAL AND COMMERCIAL - TAXABLE		
Value Summary	**2001(Pre-Implementation)**	**2009**	**2015**
	$ 306,555,582	$ 361,880,525	$ 364,503,441
VALUE CHANGES			
2001 TO 2009	**2009 TO 2015**	**2001 TO 2015**	
$ 55,324,943	$ 2,622,916	$ 57,947,859	
18%	1%	19%	

Administrative Services Committee Meeting
11/10/2015 1:05 PM
Rocky Creek Enterprise Zone Reauthorization

Department:	Augusta Housing and Community Development
Caption:	Motion to reauthorize the ordinance designating the Rocky Creek Enterprise Zone. (Originally approved by Commission May 21, 2002)
Background:	The Augusta Code at 2-4 provides for the Designation of Enterprise Zones as an economic development incentive for depressed areas. Rocky Creek meets the criteria for designation found at O.C.G.A. 36-88-8, and with continued redevelopment and reinvestment in the area encouraged by the Enterprise Zone tax incentives this area projects to see continued growth and development over the coming years. The designation, in place since 2002, will continue to allow for the incentives to businesses that create 5 or more new jobs being exempt from ad valorem taxes on a scale over a 10-year period.
Analysis:	The incentives of tax abatement are positive, and the theory is that revenue not realized due to the abatement would not have happened without the incentives. The abatement schedule for ad valorem taxes is as follows: 100% first 5 years; 80% for years 6 and 7; 60% for year 8; 40% for year 9 and 20% for year 10. In addition, the City could elect to waive fees and other forms of revenue.
Financial Impact:	See attached Valuation Summary contained on the Boundary Map.
Alternatives:	Reauthorize Rocky Creek Enterprise Zone or don't reauthorize Rocky Creek Enterprise Zone.
Recommendation:	Reauthorize Rocky Creek Enterprise Zone.
Funds are Available in the Following Accounts:	N/A

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Law.
Administrator.
Clerk of Commission

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between Augusta Richmond County, hereinafter referred to as "Client" and USI, hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical (including retirees)
- Prescription Drugs
- Dental
- Vision
- Short Term Disability
- Long Term Disability
- Group Life Insurance
- Voluntary Life and AD&D
- On-Site Clinic
- Wellness and Disease Management

A. **Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

B. **Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process. This includes Wellness and Disease Management programs designed to enhance the benefits plan. ARC will have access to a USI Wellness Consultant as necessary. This includes a monthly wellness newsletter.

C. **Administration.** Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third party administrator.

D. **Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.

E. **Communication.** Consultant will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

F. **Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125. ARC will have access to a USI ERISA Attorney for general assistance regarding the employee benefits program.

G. **Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.

- Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
- Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
- Consultant shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year..

H. **Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management. USI will provide general Human Resource Advisory assistance to include the USI Benefit Resource Center and a monthly HR newsletter.

I. **Stewardship Report.** Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

2. Data Analysis. Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid during the previous [twelve month period]; b) an online claims analysis tools that allows drill down and further analysis of claims data; and c) an online plan modeling tool that evaluates the impact of plan design changes before they are implemented. Consultant will analyze health care claims data and provide Internet-based data analysis tools on an annual basis Disclosure and Record Keeping

A. **Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

B. **Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

A. Term. This initial term of this Agreement shall be one year, commencing on [insert start date] and ending [insert date] ("Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination. This Agreement may be terminated by either party only as follows:

a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;

b) effective upon six (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or

c) By mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses, including expenses related to travel outside of the state. Client agrees to pay Consultant professional fees as outlined in Exhibit 1. These annual fees are payable in quarterly installments and Consultant agrees to submit invoices to Client on a quarterly basis.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client.

5. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

6. Records and Information

Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

7. Independent Contractor. It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

8. Fiduciary Responsibility.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

9. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Augusta Richmond County

Signature	*Date*
Title	

[USI]

Signature	*Date*
Title	

Exhibit 1
Consulting Fees

First Year	
Description	**Fee**
Oversee current program and make recommendations including ▪ Develop a 3 year strategic plan ▪ Conduct cost analysis and market study ▪ Perform critical factor analysis ▪ Recommend plan design changes ▪ Evaluate retiree medical plans ▪ Develop and assist with RFP's ▪ Negotiate renewals ▪ Vendor Management ▪ Monitor plan performance	$50,000 per year to be invoiced and paid on a monthly basis in 12 equal installments
Claims Analysis for all products including On-Site Clinic costs and ROI	
Service Variables ▪ Establish an implementation time line when necessary ▪ Analyze current PPO networks ▪ Review alternative vendors/insurers/TPA's ▪ Establish performance guarantees for TPA ▪ Contract Review for all products listed in the Consulting Agreement ▪ Assist in developing employee communication pieces ▪ Provide Client with access to Think HR ▪ Provide HealthCare Reform Consulting	
Administrative Variables ▪ Assist with presentations to Commission ▪ Assist with Section 105 H Testing ▪ Assist with Wellness Fairs and development of bona fide Wellness Program	
Third Party Administrator Audit when necessary	
Actuary Analysis when necessary	
Second Year	
Retainer Fee	Same as Year 1
Third Year	
Retainer Fee	Same as Year 1

Exhibit 2
Business Associate Contract

This Business Associate Contract (Agreement) is entered into by and between [C_salutation] [C_fname] [C_lname], (Covered Entity) and [B_officialname], (Business Associate) effective as of ___________ (Effective Date).

WHEREAS, the Covered Entity is a group health plan as defined in the privacy rules adopted pursuant to the Health Insurance Portability and Accountability Act of 1996[1] (HIPAA);

WHEREAS, the Business Associate wishes to perform on behalf of the Covered Entity treatment, payment, or health care operations as defined by HIPAA;

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information (PHI) by the Business Associate in performance of its obligations;

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use of Protected Health Information (PHI). Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Safeguards. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Business Associate agrees that performance of its obligations to implement safeguards includes establishing procedures that limit its use and disclosure of PHI to the minimum necessary amount of information required for the intended purpose, including limiting access to PHI within its organization to those employees with a need to know.
3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI, report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.
4. Agreements With Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
5. Access to Information. Within ten (10) days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the

[1] The HIPAA Privacy Rules were originally published at 65 Fed. Reg. 82462 on December 28 ,2000 and amended on August 14, 2002 as set forth at 67 Fed. Reg. 53182.

Business Associate, Business Associate shall respond to the request for PHI within two (2) days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.

6. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.

7. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services or designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.

8. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures made during the six years prior to the date on which the accounting is requested. At a minimum, the accounting of disclosures shall include the following information:

    a. Date of disclosure,
    b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
    c. A brief description of the PHI disclosed, and
    d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

    In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within two (2) days. Any denials of a request for an accounting shall be the responsibility of the Business Associate.

    Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

B. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. Business Associate shall not use or disclose any PHI for any purpose other than performance of services for Covered Entity as provided for in the Consulting Agreement dated 7/25/2014. Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.

C. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 1654.522.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

E. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section 5(b) of this Agreement.
2. Termination. This Agreement shall be terminated only as follows:
   a. Termination For Cause

      This Agreement may be terminated by the Covered Entity upon fifteen (15) days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraphs A or B of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

   b. Termination Due To Change in Law

      Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.

   c. Termination Without Cause

      Either may terminate this Agreement effective upon one hundred eighty (180) days advance written notice to the other party given with or without any reason.
3. Return or Destruction of PHI

   Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

   Notwithstanding the above, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs 1 and 2 shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

F. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Capitalized terms within this Agreement are defined in the text or as follows:

1. Designated Record Set means a group of records maintained by or for the Covered Entity that is (a) medical records and billing records about individuals maintained by or for the Covered Entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.

2. Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and

   a. is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

   b. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. Protected Health Information (PHI) means Individually Identifiable Health Information that is (a) transmitted by electronic media, (b) maintained in any medium constituting electronic media, or (c) transmitted or maintained in any other form or medium. PHI shall not include (a) education records covered by the Family Education Right and Privacy Act, as amended, 20 USC Sec. 1232g and (b) records described in 20 USC Sec. 1232g(a)(4)(B)(iv).

G. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA.

2. Indemnification. Each party shall release, indemnify and hold the other harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by the acts of that party as a result of or related to the other party's activities pursuant to this Agreement.

3. Remedies. The parties acknowledge that breach of Paragraphs A or B of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.

4. Survival. Business Associate's obligation to limit its use and disclosure of Protection Information as set out in Paragraphs A and B survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of ____________________.

6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.

7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA.

9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the following addresses, or to such addresses or facsimile numbers as the parties may specify by like notice:

If to Covered Entity: ____________________________
____
____

If to Business Associate: ____________________________
____
____

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Augusta Richmond County	USI
Signed: ______________________	Signed: ______________________
Date: ______________________	Date: ______________________
Name (Print): ______________________	Name (Print): ______________________
Title: ______________________	Title: ______________________

This sample Consulting Agreement is provided as a starting point to develop tailored documents. This Consulting Agreement does not constitute legal advice and is provided "as is." This document must be modified to reflect the parties' business relationship and any obligations imposed upon the parties by state law.

Wells Fargo Insurance Services USA, Inc.

Client Service Agreement – Employee Benefits

This Client Service Agreement is made and entered into this 1st day of June, 2011 by and between Wells Fargo Insurance Services, Inc. ("WFIS"), with its principal place of business at 25 Bull Street, Savannah, Georgia 31401 and the Consolidated Government of Augusta, Georgia ("Augusta, Georgia") with its principal place of business located at 530 Greene Street, Augusta, Georgia 30911.

WHEREAS, WFIS is duly licensed in the State of Georgia to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Augusta, Georgia desires to engage the services of WFIS upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which Augusta, Georgia agrees to name WFIS as its Broker of Record:

Medical

Dental

All forms of Life Insurance

Vision

All forms of Disability Insurance

Prescription Coverage

Stop Loss Coverage (if applicable)

Disease Management (if applicable)

2. SERVICES

WFIS agrees to provide to Augusta, Georgia the following insurance brokerage & consulting services:

[redacted]

A. Consulting Services

- Conduct strategic planning sessions to review current performance of Augusta, Georgia's current employee benefits coverage and establish future objectives and strategies to manage Augusta, Georgia's employee benefit coverage to which this Agreement applies.
- Meet with Augusta, Georgia's key personnel, designated by your employee benefits manager on a quarterly basis, to discuss strategy and open items.
- Develop a mutually agreeable renewal action plan and timeline that meets Augusta, Georgia's stated objectives.
- Keep Augusta, Georgia informed of significant changes and/or trends in the employee benefits marketplace.
- Benchmark various benefit plan costs and employee contributions to industry, size, and regional standards on an annual basis.
- Analyze factors driving Augusta, Georgia's plan costs if experience data is available. In connection with such analysis, WFIS will review utilization reports to determine possible causes of identified cost increases. Assist Augusta, Georgia in managing risks and costs of its employee benefits coverage.
- Establish comprehensive claims reports for identified coverage [medical/prescription drug] detailing paid claims (and reimbursements if applicable), premium/funding and enrollment summaries. WFIS will review these reports with Augusta, Georgia on a quarterly basis and will identify and discuss trends and potential problems.
- Provide cost projections and funding analysis (review of funding methodology with emphasis on employer costs and the tier structure of the contribution).
- When marketing Augusta, Georgia's plans, prepare an analysis comparing current costs, plan designs, administration costs, network discounts, and network accessibility.
- With respect to the renewal process of Augusta, Georgia's Employee Benefits Program, WFIS will conduct an annual review during the renewal process to include negotiations on your behalf with current vendors/carriers, as per Augusta, Georgia's request.
- Upon request, WFIS will assist Augusta, Georgia in the preparation of an RFP for purposes of obtaining competitive quotes from the marketplace. WFIS will be the primary point of contact during the bidding process.
- Assist Augusta, Georgia in the implementation of the benefit program by dealing with vendors/carriers and performing contract and Summary Plan Description review for purposes of determining conformity to agreed-upon plan provisions and costs. Advise Augusta, Georgia with respect to available technology platforms to support delivery and administration of its employee benefit plans.
- Assist Augusta, Georgia in the development of paper and/or Web-based communication strategies.

B. Placement Services

- Identify and negotiate on Augusta, Georgia's behalf with insurers and other benefit program providers and keep Augusta, Georgia informed of significant developments. WFIS shall be authorized for purposes of this Agreement to represent and assist Augusta, Georgia in all discussions and transactions with all insurers/providers, provided that WFIS shall not place any insurance or vendor programs on behalf of Augusta, Georgia unless so authorized by the Augusta, Georgia Commission.

- Assist with documentation and other steps to obtain commitments for and implement insurance policies and other services selected by Augusta, Georgia regarding its employee benefits program upon instruction, it being understood that WFIS will not independently verify or authenticate information provided by Augusta, Georgia necessary to prepare proposals or underwriting submissions and other documents relied upon by insurers/providers, and Augusta, Georgia shall be solely responsible for the accuracy and completeness of such information and other documents furnished to WFIS and/or insurers/providers, and shall sign any application for coverage.

- Provide Augusta, Georgia access to the national insurance marketplace and related services marketplace that is available to WFIS and use WFIS' commercially reasonable efforts to place insurance policies and other services selected by Augusta, Georgia regarding its employee benefit program, if so instructed by the Augusta, Georgia Commission.

- Act as a liaison between Augusta, Georgia and insurers/providers for the lines of coverage and services that WFIS has placed or obtained on behalf of Augusta, Georgia or for which WFIS is named as the broker of record.

- Provide Augusta, Georgia with detailed invoices, except in the case of direct billing by insurers or employee benefits providers. In certain cases, placements that WFIS makes on Augusta, Georgia's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which Augusta, Georgia agrees to pay. Such taxes will be identified on marketing results and invoices covering these placements.

- WFIS may utilize the services of other intermediaries to assist in the marketing of Augusta, Georgia's program (including brokers in the London and other markets), when in WFIS' professional judgment those services are necessary or appropriate. Such intermediaries may be affiliates of WFIS or not related to WFIS. The compensation of such intermediaries is not included in WFIS' compensation under this Agreement and will be paid by insurers/providers out of paid premiums.

- Following any such placement, deliver confirmation of coverage as promptly as practicable.

- Follow up with insurance carriers/providers for timely issuance of policies and endorsements/contracts.

- Review policies, contracts and endorsements for accuracy and conformity to specifications provided by Augusta, Georgia and the related negotiated coverage.

- Assist Augusta, Georgia in connection with issues relating to interpretation of insurance policies/contracts placed by WFIS.
- Provide information/coverage summaries for all new coverage and updates on changes to existing coverage.

3. COMPENSATION

Fee Only

WFIS will be compensated for the services through payment of a fee by Augusta, Georgia to WFIS as outlined in this Agreement. The $46,000 Annual Fee will be payable and to be invoiced as follows:

WFIS will generate and mail the consulting fee invoice the 1st week following month end. The invoice will be for 1/12th of the annual fee and is due within 60 days of the invoice date.

Miscellaneous Sources of Compensation

In addition to the foregoing, WFIS may also receive income from the following sources:

- Interest earned on premiums received from Augusta, Georgia and forwarded to the insurance company through WFIS' bank accounts.
- Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.

In the event there is a significant change in Augusta, Georgia's operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate WFIS' compensation as appropriate.

4. BROKERAGE INTERMEDIARIES

WFIS may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of Augusta, Georgia's insurance coverage, when in WFIS' professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with WFIS. The compensation of such intermediaries is included in WFIS' compensation under this Agreement and shall not be paid by insurers out of paid premiums.

5. TERM AND TERMINATION

The term of this Agreement shall commence on June 1st, 2011 and shall terminate 3 years thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, WFIS will assist Augusta, Georgia in arranging a smooth transition process. However, WFIS' obligation and the obligation of its affiliates to provide services to Augusta, Georgia will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other. In the event of termination by Augusta, Georgia prior to expiration, WFIS' $46,000 annual compensation will be deemed earned according to the following schedule:

- 25% at inception
- 50% after 6 months
- 100% after 9 months

6. ACCURACY OF INFORMATION

WFIS' ability to provide Augusta, Georgia with the services outlined in paragraph 2 above is conditioned upon WFIS' receipt of accurate and timely information from Augusta, Georgia. WFIS will not independently verify or authenticate information provided by or on behalf of Augusta, Georgia. Augusta, Georgia shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to WFIS.

7. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services include, but are not limited to:

- Human Resources advisory services
- Claims audits
- Dependent Audits
- Actuarial services, not in conjunction with routine Self-Funded plan analysis
- Printing of Employee communications
- Non-benefits insurance brokerage, risk management, and risk financing advice
- Executive benefits
- Worksite Benefit placement, enrollment and general day to day service
- Worksite Wellness Program

8. BOOKS AND RECORDS

Augusta, Georgia is entitled to copies of reports prepared by WFIS hereunder, contracts between Augusta, Georgia and its carriers/administrators to the extent such contracts are in WFIS' possession and control, and communications between WFIS and Augusta, Georgia's insurance carriers and employee benefits providers to the extent such books and records are maintained by WFIS with regard to its performance under this Agreement.

9. MISCELLANEOUS

WFIS is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by Augusta, Georgia or WFIS that any services performed by WFIS under this agreement shall include any fiduciary duties or make WFIS a fiduciary of any plan maintained by Augusta, Georgia.

In order to provide the services identified herein, it may be necessary for WFIS to receive from Augusta, Georgia, or from a party on its behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. WFIS advises that Augusta, Georgia consult with its legal counsel as to how these laws impact Augusta, Georgia and its employees, Augusta, Georgia's plan, and our contemplated engagement. It is understood that Augusta, Georgia has the right and authority to disclose an individual's protected health information to WFIS for WFIS' use in performing its services for Augusta, Georgia and its employees. It is further understood that WFIS' use of this information to perform services for Augusta, Georgia and its employees does not violate any privacy notice issued by Augusta, Georgia or a benefit program Augusta, Georgia maintains, or any applicable law.

Moreover, since WFIS is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, WFIS recommends that Augusta, Georgia secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this Agreement.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of The State of Georgia

12. SELECTION OF ISSUING INSURANCE COMPANY

WFIS has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement. WFIS represents Augusta, Georgia for the placement of insurance and provides related services to Augusta, Georgia.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

Wells Fargo Insurance Services, Inc.	**Consolidated Government of Augusta, Georgia**
Lisa Kelley	
Signature	AGM David S. Copenhaver
	6/9/11 Mayor
Lisa Kelley	Attest:
Print Name	
Assistant Vice President	
Title	Lena J. Bonner, Clerk of Commission
	Seal:

Administrative Services Committee Meeting
11/10/2015 1:05 PM
USI Agreement

Department:	Administrator
Caption:	Motion to approve renewal of Consulting Agreement with USI Insurance Services (formerly known as Well Fargo Insurance Services) to continue to provide strategic benefit planning, design, funding, administration, and communication services with respect to Augusta's employee benefit program.
Background:	Augusta-Richmond County (Augusta) entered into an agreement with Wells Fargo Insurance Services, Inc. (contractor) on June 1, 2011 to serve as the Broker of Record and provide consulting and coverage placement services relative to Augusta's full suite of benefits offered to employees and retirees. Augusta agreed to compensate Contractor at the annual rate of $46,000, one-twelfth of which was paid monthly. The term of the initial contract was three (3) years, which ended June, 2014. The original contract contained language indicating that the contract term could be extended by mutual written agreement of the parties. In the midst of re-negotiations, Wells Fargo divested its insurance services to USI. Augusta never finalized and presented the new agreement to the Commission for approval, largely due to acquisition challenges on the part of the contractor and staff transitions in Human Resources. Augusta has continued to rely on the services of USI during the transition period, and USI has been performing at a very acceptable level.
Analysis:	In light of the fact that USI has been performing the services since June 2014 and Augusta has continued to compensate on a monthly basis, effectively, the parties had an agreement. The process of seeking a new vendor at this time would be very disruptive to the benefits program. The best action is to ratify the agreement with USI with an effective date of June 1, 2014, extending through June 1, 2017.
Financial Impact:	The fee quoted by USI was $50,000, which is payable in monthly increments. The funds are currently budgeted in Human Resources.

Alternatives:	1) Approve the contract with USI. 2) Do not approve and instruct staff to immediately pursue rebidding.
Recommendation:	Staff recommends that the Commission approve the agreement with USI with an effective date of June 1, 2014, extending through June 1, 2017.
Funds are Available in the Following Accounts:	Funds are available in 616015221-5211110 - Management Consultants - Human Resources Department

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Law.
Administrator.
Clerk of Commission