Administrative Services Committee Meeting | Commission Chamber- 7/12/2016- 1:05 PM

ADMINISTRATIVE SERVICES

1. Presentation by Mr. Charles N. Utley regarding property located in Hyde Park, Dan Bowles Estate, Augusta, Ga. Attachments

2. Comprehensive update from the appropriate staffers regarding the city's Link Deposit Program. Report to include but not limited to the date of inception, copy of approved guidelines, initial and current amount of deposits, name of banking institutions and number of loans associated with the program, etc. **(Requested by Commissioner Marion Williams)** Attachments

3. Motion to approve a Budget Resolution and a Contract with the Georgia Department of Natural Resources (DNR) for Meadow Garden Rehabilitation Project, and authorize the Administrator to execute a contract not exceeding $45,000 for rehabilitation of the windows at Meadow Garden. Attachments

4. Motion to approve the minutes of the Administrative Services Committees held on June 14 and June 21, 2016. Attachments

5. Provide an update on efforts made to obtain a potential developer for the Regency Mall property. Explain how other communities have been successful in the rehabilitation of these eyesores and why we appear to be deadlocked or devoid of any constructive ideas. The defunct Regency Mall has stymied the growth of a large portion of the Gordon Highway - Deans Bridge Corridor. Eminent Domain should be considered but utilized as a last resort. **(Requested by Commissioner Lockett)** Attachments

6. Discuss information received from the Augusta Housing Authority relative to the number of Section 8 Housing Units in Augusta by District. Determine what enforcement mechanisms are in place to force Section 8 Landlords to maintain their rental properties in accordance with existing policy. Consider Attachments

imposing fines on repeat offenders. **(Requested by Commissioner Lockett)**

7. Presentation by Ms. Virginia Anderson and Mr. Jerry Walton regarding the valuation of their property in Hyde Park. Attachments

Administrative Services Committee Meeting
7/12/2016 1:05 PM
Charles N. Utley

Department: Clerk of Commission

Presenter:

Caption: Presentation by Mr. Charles N. Utley regarding property located in Hyde Park, Dan Bowles Estate, Augusta, Ga.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

AGE

DA ITEM REQUEST FORM

Commission/Committee: (Please check one)

_______ Commission _______ Public Services Committee ____X___Administrative Services Committee _______ Engineering Services Committee _______ Finance Committee _______ Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: ____Charles N. Utley______________________ Address:
_______________706-798-7833_______________________Telephone Number:
____ Fax Number:
________________cutley@paine.edu___________________ E-Mail Address:
____

Caption/Topic of Discussion to be placed on the Agenda:

Property located in Hyde Park, Dan Bowles Estate, Augusta, GA.

Please send this request form to the following address:

Ms. Lena J. Bonner Telephone

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umber: 706-821-1820 Clerk of Commission Fax

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umber: 706-821-1838 Room 806 Municipal Building E-Mail Address: lbonner@augustaga.gov 530 Greene Street Augusta, GA 30911

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.

Administrative Services Committee Meeting
7/12/2016 1:05 PM
Link Deposit Program

Department:

Presenter: Commissioner Marion Williams

Caption: Comprehensive update from the appropriate staffers regarding the city's Link Deposit Program. Report to include but not limited to the date of inception, copy of approved guidelines, initial and current amount of deposits, name of banking institutions and number of loans associated with the program, etc. **(Requested by Commissioner Marion Williams)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

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

Administrative Services Committee Meeting
7/12/2016 1:05 PM
Meadow Garden Rehabilitation Project HPF Grant (FFY 2016)

Department:	Planning and Development Department
Presenter:	Director Melanie Wilson
Caption:	Motion to approve a Budget Resolution and a Contract with the Georgia Department of Natural Resources (DNR) for Meadow Garden Rehabilitation Project, and authorize the Administrator to execute a contract not exceeding $45,000 for rehabilitation of the windows at Meadow Garden.
Background:	In February a grant application was submitted to the Georgia Department of Natural Resources (DNR) to help finance the restoration of windows at a historic property known as Meadow Garden house museum located at 1320 Independence Drive. In May DNR awarded the city a $20,000 reimbursable grant for the project. The Georgia State Society, National Society Daughters of the American Revolution (DAR) is the owner of the property and is undertaking the project in partnership with the City of Augusta. The Augusta Planning and Development Department will provide management and technical support on the project.
Analysis:	A qualified historic window restoration contractor will be hired to complete the window repair project at Meadow Garden. The project involves the restoration of 28 historic wood windows that have deteriorated. The windows will be repaired in a manner that is sensitive to the character of the building and in compliance with the applicable rehabilitation standards. The Planning and Development Department will manage the project and provide some of the required in-kind match. The City of Augusta will not make a monetary contribution for the project, but can provide in-kind labor through the Augusta Planning and Development Department (APDD) to help manage the project.
Financial Impact:	This is a reimbursable grant program. As a result, the city will have to make periodic payments to the project contractor and then request reimbursement from DNR. The maximum reimbursable cost to the city is $20,000. The project budget is as follows: BUDGET HPF/Federal Share- $20,000.00 Matching Share-

	$13,333.33 (minimum match from DAR. There is no penalty if the DAR overmatches the grant. Matching share can include the $1,200 local match from APDD in-kind services)
Alternatives:	Accept the grant award or reject it and assist DAR in finding another way to repair the deteriorated windows.
Recommendation:	Approve the Budget Resolution and a Contract with the Georgia Department of Natural Resources (DNR) for Meadow Garden Rehabilitation Project, and authorize the Administrator to execute a contract not exceeding $45,000 for rehabilitation of the windows at Meadow Garden.
Funds are Available in the Following Accounts:	Org Key 220016309

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

Finance.
Law.
Administrator.
Clerk of Commission

GEORGIA
DEPARTMENT OF NATURAL RESOURCES

HISTORIC PRESERVATION DIVISION

MARK WILLIAMS
COMMISSIONER

DR. DAVID CRASS
DIVISION DIRECTOR

April 8, 2016

The Honorable Hardie Davis
Mayor, City of Augusta
535 Telfair Street
Suite 200
Augusta, Georgia 30901

RE: FFY 2016 Historic Preservation Fund Grant
Meadow Garden Rehabilitation Project

Dear Mayor Davis:

I am pleased to inform you that the Historic Preservation Division of the Georgia Department of Natural Resources has approved the award of a federal FFY 2016 Historic Preservation Fund (HPF) grant for **partial** funding in the amount of **$20,000** to the City of Augusta for window repair at historic Meadow Garden house museum.

HPD Grants Coordinator Carole Moore will be contacting shortly your designated grant project manager with further details about your grant. A press release also is enclosed for your use.

We are very pleased to be able to fund this nationally significant historic preservation project, and the Historic Preservation Division looks forward to working with the City of Augusta in partnership with the Georgia State Society/National Society Daughters of the American Revolution in the coming year.

V/r

Dave Crass

Dr. David Colin Crass
Division Director

cc: Ms. Anh Vu, City of Augusta, grant writer
Mr. Paul DeCamp, City of Augusta, grant project manager
Ms. Anne Floyd, preservation planner, Savannah River Area RC
Ms. Ida "Bea" Smith Fischer, State Regent DAR
U.S. Representative Rick Allen
U.S. Senator Johnny Isakson
U.S. Senator David Purdue

JEWETT CENTER FOR HISTORIC PRESERVATION
2610 GA HWY 155, SW | STOCKBRIDGE, GA 30281
770.389.7844 | FAX 770.389.7878 | WWW.GEORGIASHPO.ORG

GEORGIA
DEPARTMENT OF NATURAL RESOURCES

HISTORIC PRESERVATION DIVISION

MARK WILLIAMS
COMMISSIONER

DR. DAVID CRASS
DIVISION DIRECTOR

Georgia communities to receive Federal Historic Preservation Grants

ATLANTA (April 11, 2016) – Ten Georgia cities will receive federal subgrants totaling more than $90,000 from the Fiscal Year (FY) 2016 Historic Preservation Fund to conduct historic preservation projects in their respective communities. Projects are scheduled to begin next month, and be completed by September 2017. The preservation projects include historic resources surveys in six Georgia communities, development grants to a National Historic Landmark house museum, a historic theater, and a historic cemetery, and one predevelopment grant to a Revolutionary War battlefield site. The ten subgrant recipients are as follows:

City of Athens — $10,710 for invasive tree removal at Oconee Hill Cemetery

City of Augusta — $20,000 for window repair at Meadow Garden, home of George Walton, signer of the Declaration of Independence

City of Hampton — $7,200 for phase one of a historic resources survey

City of Hartwell — $3,500 for water damage repair to the Hart Community Theatre

City of Hogansville — $6,000 for a city-wide historic resources survey

City of Savannah — $10,000 for a historic resources survey of the Victorian National Register Historic District (the second phase of a planned city-wide survey)

City of Tybee Island — $7,200 to conclude a city-wide historic resources survey update

City of Villa Rica — $4,000 to update survey information to the Georgia Natural, Archaeological and Historic Resources GIS (GNAHRGIS) database.

City of Washington — $7,800 for cadaver dog and ground penetrating radar surveys of the Revolutionary War Kettle Creek Battlefield

McIntosh County Board of Commissioners — $14,760 for phase two of a county-wide update to its 1989 historic resources survey.

The grants are provided annually through the Historic Preservation Fund (HPF) of the U.S. Department of the Interior's National Park Service, and are administered by the Historic Preservation Division (HPD) of the Georgia Department of Natural Resources. Each year, Georgia's 94 Certified Local Governments (CLGs) are eligible to apply for these matching (60 percent federal/40 percent local) grants. To be eligible to become a federal Certified Local Government, a city or county must have passed a preservation ordinance and have established a historic preservation commission.

"The Certified Local Government program is one of our most important community stabilization and revitalization tools," said David Crass, HPD Division Director. "By becoming a CLG,

STATE OF GEORGIA

COUNTY OF FULTON

THIS GRANT AGREEMENT made and entered into this **1st day of May 2016**, by and between the Department of Natural Resources, State of Georgia, (hereinafter referred to as the DEPARTMENT), and the **City of Augusta**, whose address is **535 Telfair St., Suite 200, Augusta, Georgia 30901,** (hereinafter referred to as the RECIPIENT).

W I T N E S S E T H:

WHEREAS, the provision of adequate public recreation and park facilities, equipment, and areas; the preservation of scenic, historic, ecological, and scientific sites; and the safe maintenance of such areas and facilities is an obligation of State government and a benefit to all the people; and

WHEREAS, O.C.G.A. □ 12-3-32 authorizes the DEPARTMENT to provide the above mentioned services and facilities; and

WHEREAS, the DEPARTMENT is authorized by O.C.G.A. □ 12-3-5 and 12-3-32 to contract and make cooperative agreements, leases, and rental agreements, with the United States Government, any county, municipality, local government, or any combination of same, any public or private corporation, firm, or any persons whatsoever, any public authority, agency, commission or institution, or between State agencies, for any of the services, purposes, duties, responsibilities or functions vested in the DEPARTMENT; and

WHEREAS, the DEPARTMENT acts as the liaison between the State of Georgia and the National Park Service, U.S. Department of Interior, by administering the Federal assistance program for preservation of properties listed on the National Register of Historic Places, as provided by the National Historic Preservation Act of 1966; and

WHEREAS, the RECIPIENT has an interest in **Meadow Garden**, which property is further described in Exhibit A, attached hereto and by reference incorporated herein (hereinafter referred to as the "PROPERTY"), and is listed in the National Register of Historic Places and

WHEREAS, the RECIPIENT has duly applied for and been awarded a matching Federal grant (hereinafter referred to as the "GRANT") in the amount of **$20,000.00** for the development of the PROPERTY, such amount to be no greater than sixty percent (60%) of the allowable cost to the RECIPIENT of the project work, which is described, together with the budget for carrying it out, in Exhibit B, which is attached hereto and by reference specifically incorporated herein. Payments on a sixty percent (60%) reimbursement basis may be made at reasonable intervals and upon submission to the DEPARTMENT of a request for reimbursement, supported by required financial documentation and progress reports.

NOW THEREFORE, in consideration of the promises, conditions and covenants hereinafter set forth, the parties hereby agree as follows:

A. **Project Work**

1. The RECIPIENT shall carry out the proposed project work to be mutually agreed upon by the DEPARTMENT and the RECIPIENT and specified in Exhibit B.
2. Project work shall be carried out in conformance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (rev. 1992), part of the Secretary of Interior's *Standards for Archaeology and Historic Preservation*. At the completion of the project all work will be reviewed by the DEPARTMENT in order to assure compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, part of the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

B. **Project Time Period**

1. The RECIPIENT shall carry out the approved development project work between the date of written notification by the DEPARTMENT of the approval and **September 30, 2017**.
2. The RECIPIENT shall notify the DEPARTMENT in the event of any of the following conditions:
   a) Problems, delays or adverse conditions which will materially affect the progress or completion of the project work.
   b) The need for adjustment to the project work or cost estimates.

C. Preservation Restrictions

1. For a period beginning on the date RECIPIENT completes proposed project work and ending not more than **Five (5)** years from said date, the owner of record of the PROPERTY agrees to:

   a) **Maintenance.** Assume the cost of continued maintenance and repair of the PROPERTY so as to preserve the architectural, historical and/or archaeological integrity of the PROPERTY in order to protect and enhance those qualities that made the PROPERTY eligible for listing in the National Register of Historic Places/Georgia Register of Historic Places (or as a property contributing to the significance of a National Register-listed historic district). Any further development work shall be carried out in conformance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, part of the *Standards for Archaeology and Historic Preservation*, and shall be reviewed by the DEPARTMENT before the work begins. Nothing in this Agreement shall prohibit the owner of record from seeking financial assistance from any source available.

   b) **Public Access**. Provide public access to the PROPERTY no less than twelve days a year on an equitably spaced basis and at other times by appointment, if the PROPERTY is not clearly visible from a public right-of-way or if the project work funded by the GRANT includes interior work. Nothing in this Agreement shall prohibit the RECIPIENT from charging a reasonable non-discriminatory admission fee comparable to fees charged at similar facilities in the area. The owner of record will publish notification in newspapers of general circulation in the community or area in which the PROPERTY is located, giving dates and times when the PROPERTY will be open to the public. Documentation of such notice shall be furnished annually by the owner of record to the DEPARTMENT during the term of the preservation restrictions.

   c) **Alterations**. Make no alterations to the PROPERTY unless a) it is clearly of a minor nature and not affecting architectural and historical values; b) the DEPARTMENT has reviewed the plans and specifications for the alteration and has determined that it will not seriously impair architectural and historical values; c) it is required by casualty or other emergency promptly reported to the DEPARTMENT. All major alterations to the PROPERTY must meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, part of the *Standards for Archaeology and Historic Preservation.*

   d) **Inspection.** Allow the DEPARTMENT to inspect the PROPERTY from time to time to ensure compliance with reasonable standards of maintenance.

e) **Deed with Covenants**. Deed the subject property only on the condition that the agreements and covenants contained in subparagraphs a-d above are specified in such deed as covenants running with the land for the period hereinabove stated.

2. The RECIPIENT covenants and agrees that it will execute an affidavit relating to real property, which will:

a) Be prepared in conformity with O.C.G.A. '44-2-20;

b) Reference the deed by which RECIPIENT acquired the PROPERTY;

c) State that the PROPERTY has been restored with federal funds through the State, pursuant to the Historic Preservation Fund Grant Program and that in consideration of such funds and the disbursal and administration thereof by the DEPARTMENT the RECIPIENT has entered into certain covenants (being those covenants contained in paragraph C1 a)-e) of this Agreement) with the DEPARTMENT which covenants are real, running with the land for a period beginning on the date RECIPIENT receives written approval by the DEPARTMENT of the completed project work and ending not more than **five (5)** years from said date; and

d) Recite said covenants, being those covenants contained in paragraph C1 a)-e), of this Agreement, in full and

e) Be recorded in the real property records of **Richmond County, Georgia**.

3. The RECIPIENT agrees to provide the DEPARTMENT with a copy of the recorded affidavit required under paragraph C2e above.

D. **Acknowledgment of Federal and State Assistance**

1. A sign, large enough to be visible and easily read from the public right-of-way and measuring a minimum of 3' x 4', acknowledging the assistance of the U.S. Dept. of the Interior, National Park Service, through the State of Georgia, Department of Natural Resources, Division of Historic Preservation in the development of the PROPERTY, shall be erected on the PROPERTY immediately following approval of the project work by the DEPARTMENT and shall be maintained until the project work is completed. Wording of the sign is shall be stated as follows: ***This preservation project has been funded with the assistance of a matching grant-in-aid from the U. S. Department of Interior, National Park Service, through the Historic Preservation Division of the Georgia Department of Natural Resources the State of Georgia, Department of Natural Resources. Any opinions, findings and conclusions or recommendations expressed***

through this project are those of the grant recipient and do not necessarily reflect the views of the Department of the Interior nor the Georgia Department of Natural Resources.

2. Any publications, exhibits, public announcements, news releases or presentations related to this project shall acknowledge federal assistance as follows: ***This preservation project has been financed in part with Federal funds from the National Park Service, U. S. Department of Interior, through the Historic Preservation Division of the Georgia Department of Natural Resources. However, the contents, opinions, and recommendations expressed in this [project/product] do not necessarily reflect the views or policies of the Department of the Interior or the Georgia Department of Natural Resources, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, gender or disability in its federally-assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street, N. W., Washington, D.C. 20240.***

E. **Financial Responsibilities**

1. **Method of Payment**. In consideration of the foregoing promises, covenants, and agreements of the RECIPIENT, the DEPARTMENT will disburse the GRANT to the RECIPIENT, said GRANT to be in an amount not more than sixty percent (60%) of the allowable cost to the RECIPIENT of the project work, as approved by the DEPARTMENT and not to exceed **grant amount dollars ($20,000.00)**. Forty percent (40%) of the total allowable cost to the RECIPIENT of the project work is to be paid by the RECIPIENT.
2. **Schedule of Reimbursement**. Payments on a sixty (60%) percent reimbursement basis may be made at reasonable intervals during project work and upon submission to the DEPARTMENT of a request for reimbursement supported by required financial documentation and a statement of work accomplished to date. Twenty-five percent (25%) of the total GRANT amount shall be withheld until satisfactory completion of the project work and submission of an acceptable completion report. Final

requests for reimbursement and the completion report shall be submitted by the RECIPIENT to the DEPARTMENT no later than **November 15, 2017**.

3. **Financial Documentation**. Accurate records of all costs relating to the project work - whether cash expenditures or donated services, materials or equipment - shall be maintained by the RECIPIENT in a separate ledger, in accordance with acceptable management and accounting practices, and submitted to the DEPARTMENT.
4. **Audits.** RECIPIENT shall maintain financial documentation concerning the project work until a successful audit has been completed by the DEPARTMENT and the DEPARTMENT has notified the RECIPIENT in writing that such records are no longer needed. Copies of such records or any portion thereof shall be supplied to the DEPARTMENT upon request. For a period of three (3) years or until the RECIPIENT has been notified in writing by the DEPARTMENT that such records are no longer needed, whichever is earlier. RECIPIENT shall maintain records of any other sources of state or federal funding for the project work in order that duplication of work or matching capability may be prevented. RECIPIENT shall provide to the DEPARTMENT within ninety (90) days after the end of the fiscal year in which the PROJECT ends, an audit and any other required financial or programmatic documentation as specified by the Single Audit Act of 1984 (31 U.S.C. '7501 et seq.) and all applicable Federal and State laws, regulations or guidelines.

F. **Reports**

1. **Progress Reports.** RECIPIENT shall submit progress reports summarizing the status of project work. Such reports shall be submitted to the DEPARTMENT with each on a quarterly basis, until the completion of the project.
2. **Completion Report**. RECIPIENT shall submit one copy of a completion report along with the final reimbursement request. Final payment shall not be made until the completion report has been approved.
3. **Status Reports.** Once every three years until the end of the preservation restriction period, the RECIPIENT shall submit to the DEPARTMENT a status report which shall include among other things a statement of the public benefit derived from the PROPERTY and a description of the physical appearance and the administration of the PROPERTY together with one or more current photographs thereof.

G. **Federal Requirements**.

1. The RECIPIENT agrees to comply with all applicable regulations, laws, policies, guidelines and requirements of the grant program, including OMB A-87 or A-122, A-102 or A-110, A-128, FMC 74-4 and 74-8, National Register Programs Guidelines, the Secretary of the Interior's "Standards for Archaeology and Historic Preservation," and any special conditions or regulations relating to the application, acceptance and use of Federal funds for a federally assisted project. Final products that do not conform to the applicable Secretary of the Interior's "Standards" will not be reimbursed. No part of the funds provided for under the terms of this Agreement shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect basis (18 U.S.C. □ 1913).
2. The RECIPIENT will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and in accordance with Title V of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance. The RECIPIENT will immediately take any measures necessary to effectuate this provision.
3. The RECIPIENT will comply with Title VII of the Civil Rights Act of 1966 (42 U.S.C. 2000 et seq.) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. The RECIPIENT will comply with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794 et. seq.) which requires that no qualified handicapped individual is solely, by reason of handicap, excluded from the participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

5. The RECIPIENT agrees that as a condition to the receipt of funds provided herein, and in consideration of other benefits to be derived herefrom RECIPIENT covenants that it will have an organization-wide audit made by an independent accounting firm for fiscal years which begin after December 31, 1984, in accordance with the requirements, regulations, and exceptions prescribed under the Single Audit Act of 1984, (31 U.S.C. □ 7501 et seq.), or OMB Circular A-110, and in accordance with generally accepted government auditing standards. Further, RECIPIENT agrees to provide one copy of any audit report so performed to the DEPARTMENT within 180 days following each audit period and as soon as such report is available to RECIPIENT. All records and financial statements as may be necessary to verify the proper accounting of federally financed programs shall be made available to the DEPARTMENT or its agents upon reasonable notice."

H. **The RECIPIENT and the DEPARTMENT mutually agree**:

1. That this Agreement is based upon the condition that if the RECIPIENT fails to perform fully that which it herein agrees to perform this Agreement shall be void and of no effect and in such event, any funds thus far paid by the DEPARTMENT to the RECIPIENT shall be returned except as provided in paragraphs H2 and H3 below, and shall be due and owing to the DEPARTMENT; but if such condition is fully and truly performed, this Agreement shall be and remain in full force and effect. That the failure of the DEPARTMENT at any time to require performance by the RECIPIENT of any provision hereof, shall in no way affect the right of the DEPARTMENT thereafter to enforce the same, nor shall the waiver by the DEPARTMENT of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.
2. If through any cause, the RECIPIENT shall fail to fulfill in timely and proper manner the obligation under this Agreement, or if the RECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement by giving written notice to the RECIPIENT of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the RECIPIENT shall, at the option of the DEPARTMENT, become the property of the DEPARTMENT, and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT

for damages sustained by the DEPARTMENT by virtue of any breach of this Agreement by the RECIPIENT, and the DEPARTMENT may withhold any payments to the RECIPIENT, for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

3. The DEPARTMENT may terminate this Agreement at any time by giving written notice to the RECIPIENT of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the DEPARTMENT, become its property. If this Agreement is terminated by the DEPARTMENT as provided in this paragraph, the RECIPIENT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the RECIPIENT covered by this Agreement, less payments of compensation previously made.
4. Except as otherwise provided in paragraphs H2 and H3 above, all rights, title and interest in all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by RECIPIENT pursuant to this Agreement (hereinafter referred to as the "project materials"), including without limitation any copyright, title, trademark and intellectual property rights in and to the project materials, shall remain with RECIPIENT. RECIPIENT reserves unto itself all rights of every kind and nature except those expressly granted to DEPARTMENT herein. **RECIPIENT hereby grants to DEPARTMENT a perpetual, nonexclusive, nontransferable, royalty free, license to use, copy, maintain, modify and share the project materials, in whole or in part, and to incorporate the project materials, in whole or in part, into other works**.
5. If the RECIPIENT is a nonprofit contractor as defined in O.C.G.A. 50-20-2, the RECIPIENT agrees to comply with the provisions of O.C.G.A. 50-20-1 through 50-20-8, and in particular the requirements of O.C.G.A. 50-20-3, and with such further instructions and requirements that the State of Georgia may subsequently require in the implementation of said audit and financial statement provisions.
6. The parties to this Agreement certify that the provisions of law regarding conflicts of interest of public officials and employees as set forth at O.C.G.A. 45-10-20 through 45-10-28 have not and will not be violated in any respect in regard to this Agreement.

7. The RECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The RECIPIENT further covenants that in the performance of this Agreement no person having such interest shall be employed.
8. This Agreement is at all times subject to applicable State and Federal laws, standards and/or rules and regulations now existing or which may be hereafter enacted and/or adopted.
9. This Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
10. Neither the performance nor the proceeds of this Agreement may be assigned except with the prior written consent of the Commissioner of the DEPARTMENT. This Agreement represents the sole and complete agreement between the parties hereto and may be amended, changed or modified only by a written document signed by both Parties, hereto.
11. This Agreement represents the sole and complete agreement between the parties hereto and may be amended, changed or modified only by a written document signed by both Parties, hereto.
12. This Agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one in the same instrument as the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the day and year first above written.

GEORGIA DEPARTMENT OF NATURAL RESOURCES

______________________ By ________________________________

Witness Dr. C. David Crass, Division Director

RECIPIENT: CITY OF AUGUSTA

______________________ By ________________________________

Witnessed by Notary Public Printed or Typed Name: ________________

Printed or Typed Title: ________________

EXHIBIT A
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the City of Augusta, Richmond County, Georgia described as follows:

Lots 30, 31, and 32 in the City of Augusta, beginning at a point on Nelson Street 400' from the intersection of 13th Street and Nelson Street at the corner of Lot 30 and running 120' to the NW corner of Lot 32; thence running 147' with the western line of Lot 32 to a street and canal to the SE corner of Lot 30; thence 147' with the eastern line of Lot 30 to the point of beginning, containing approximately 2/5 acre.

EXHIBIT B
SCOPE OF WORK & BUDGET
CITY OF AUGUSTA
MEADOW GARDEN DEVELOPMENT PROJECT

SCOPE OF WORK:

The **Recipient** will contribute to the preservation of historic Meadow Garden, located at 1320 Independence Drive, Augusta, Georgia by repairing/rebuilding historic windows. As funds allow, 28 historic windows are anticipated to be covered by this scope of work. The rehabilitation work will be done as follows:

1. Remove existing sash from window frames.
2. Repair existing sash by filling or selectively replacing deteriorated wood components, tightening, reglazing, scraping, and painting in accordance with the guidance provided in Preservation Brief No. 9, *The Repair of Historic Wooden Windows*.
3. Repair window frames and trim by scraping, painting, and servicing window balance system, as applicable.
4. Work may also include matching replacement of missing or severely deteriorated sash, window framing, sills, trim, balance system components, hardware, and miscellaneous supplies, as applicable.

All work will be completed in a manner that will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and *Standards for Archaeology and Historic Preservation*.

Architectural Reviewer Coordination:

The **Recipient** will coordinate with HPD to assure that project work is adequately reviewed. HPD must approve the contractor's scope-of-work contract. HPD should also be notified as early as possible about when project work starts, when project work is completed, and at other times during project work as determined by the architectural reviewer. Site visits may be scheduled by the architectural reviewer to oversee project work.

BUDGET

FEDERAL SHARE	**$20,000.00**
MATCHING SHARE	**13,333.33**
TOTAL	**$33,333.33**

Budget Resolution

STATE OF GEORGIA	)	AUGUSTA RICHMOND COUNTY
AUGUSTA-RICHMOND COUNTY	)	COMMISSION
		BUDGET AMENDMENT NO. 1

IT IS HEREBY ORDERED that the General Fund Budget for the year 2016 be amended to reflect increased revenue of $33,333.33 resulting from federal grant income of $33,333.33.

IT IS FURTHER ORDERED that the appropriations be increased by $33,333.33 for payment of the Meadow Garden Rehabilitation Project. The total budget for the project is $33,333.33.

REVENUES

Grant from Georgia DNR	$ 20,000.00	
Local Match (In-Kind & Cash)	$ 13,333.33	Minimum match from Daughters of the American Revolution (DAR). There is no penalty if the DAR overmatches the grant. Matching share can include the $1,200 local match from APDD in-kind services
Total	**$ 33,333.33**	

APPROPRIATIONS

Grant from Georgia DNR	$ 20,000.00	
Local Match (In-Kind & Cash)	$ 13,333.33	Minimum match from Daughters of the American Revolution (DAR). There is no penalty if the DAR overmatches the grant. Matching share can include the $1,200 local match from APDD in-kind services
Total	**$ 33,333.33**	

HARDIE DAVIS, JR., MAYOR

Approved this ……the day of………... 2016 AUGUSTA, GEORGIA

____

As its mayor

CERTIFICATION

I certify that the above is a true and correct copy of the Resolution duly adopted by _______________ on the date stated in the Resolution.

I further certify that I am the Clerk of ________________and that said Resolution has been entered in the official records of ________ and remains in full force and effect this _______ day of _________ , 201 ___ .

Clerk's signature ______________________________

Federal Employer's Identification # ____

SAMPLE CERTIFICATION

I certify that the above is a true and correct copy of the Resolution duly adopted by ___*RECIPIENT ORGANIZATION*_______________ on the date stated in the Resolution.

I further certify that I am the Clerk of ___*RECIPIENT ORGANIZATION*_________ and that said Resolution has been entered in the official records of ___*RECIPIENT ORGANIZATION* and remains in full force and effect this ___*1ST*___ day of ___*MARCH*_________, 201__ .

Clerk's signature ___________________________

Federal Employer's Identification # ___*RECIPIENT ORGANIZATION'S TAX NUMBER*

PRESERVATION AGREEMENT

This agreement is made the **1st** day of **May, 2016,** by the **City of Augusta** (hereafter referred to as the "Subgrantee") and in favor of the State acting through the State Historic Preservation Officer (hereafter referred to as the "Grantee") for the purpose of the preservation of a certain Property known as **Meadow Garden** located in **Augusta, Richmond County, Georgia**, which is owned by the **Georgia State Society, National Society Daughters of the American Revolution (DAR)** (hereafter referred to as the "Subgrantee's Grantee") and is listed in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as **Meadow Garden**, located at 1320 Independence Drive, Augusta, Georgia. The property is more particularly described as follows:

> All that tract or parcel of land lying and being in the City of Augusta, Richmond County, Georgia described as follows:
>
> Lots 30, 31, and 32 in the City of Augusta, beginning at a point on Nelson Street 400' from the intersection of 13th Street and Nelson Street at the corner of Lot 30 and running 120' to the NW corner of Lot 32; thence running 147' with the western line of Lot 32 to a street and canal to the SE corner of Lot 30; thence 147' with the eastern line of Lot 30 to the point of beginning, containing approximately 2/5 acre.

In consideration of the sum of **twenty thousand dollars ($20,000.00)** received in grant-in-aid assistance through federal funds from the National Park Service, U.S. Department of the Interior, through the Historic Preservation Division of the Georgia Department of Natural Resources, the Subgrantee and Subgrantee's Grantee hereby agrees to the following for a period of **five** (5) years *beginning at the time of completion of the project*:

1. The Subgrantee's Grantee agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Subgrantee's Grantee agrees that no visual or structural alterations will be made to the property without prior written permission of the Grantee.
3. The Subgrantee's Grantee agrees that the Grantee, its agents and designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
4. The Subgrantee's Grantee agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with federal funds, the property will be open to the public, for the purpose of viewing the grant-assisted work, no less than 12 days a year on an equitably spaced basis and

at other times by appointment. Nothing in this agreement will prohibit the Subgrantee from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The Subgrantee's Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)), the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped personals shall be made in consultation with the Subgrantee. To comply with the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act when interior public access is required at least 12 days per year and at other times by appointment, it is not required that a recipient make every part of the property accessible to and useable by persons with disabilities by means of physical alterations. That is, for public access periods, videos, slide presentations, and/or other audio-visual material and devices should be used to depict otherwise inaccessible areas or features.
6. The Subgrantee's Grantee further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with federal funds are not visible from the public way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the State Historic Preservation Officer during the term of the agreement.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction

Signature of HPD Director	**Date**
Signature of Subgrantee **City of Augusta**	**Date**
Ida B. Fricker St Regent **Signature of Subgrantee's Grantee** **Georgia State Society, National Society Daughters of the American Revolution (DAR)**	June 4, 2016 **Date**

Alesha Nix
Witnessed by Notary Public

6/4/16
Date

ALESHA NIX
NOTARY
EXPIRES
GEORGIA
Sept. 18, 2017
PUBLIC
HALL COUNTY

Item # 3

Administrative Services Committee Meeting
7/12/2016 1:05 PM
Minutes

Department:	Clerk of Commission
Presenter:	
Caption:	Motion to approve the minutes of the Administrative Services Committees held on June 14 and June 21, 2016.
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

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

Augusta
GEORGIA

Administrative Services Committee Meeting Commission Chamber - 6/14/2016
ATTENDANCE:

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

ADMINISTRATIVE SERVICES

1. Commission Policy for the Drafting of Ordinances and Code Amendments. (Referred from May 31 Administrative Services Committee)

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve revisions to the policy such that Item 1 will stay as outlined, Item 2 with the revision to remove the wording "non emergency", Item 3 to be deleted in its entirety and Item 4 to become Item 3 after 3 is removed. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Marion Williams	Passes

2. Discuss getting updated profile information **(Talent Bank Questionnaire)** on current consensus appointments by the Augusta Commission. **(Requested by Commissioner Sean Frantom)**

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Motion to approve making			

Approve	the changes to update the talent bank questionnaires and to get the attendance records for the current consensus appointments. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

3. Comprehensive update from the appropriate staffers regarding the city's Link Deposit Program. Report to include but not limited to the date of inception, copy of approved guidelines, initial and current amount of deposits, name of banking institutions and number of loans associated with the program, etc. **(Requested by Commissioner Marion Williams)** (Referred from May 31 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. Mr. Lockett out. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner Mary Davis	Passes

4. Motion to approve the minutes of the Administrative Services Committee held on May 31, 2016.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Lockett out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

5. An Ordinance to amend the Augusta, GA Code Title One Chapter Two Article One Section 1-2-2 and Section 1-2-13 (Rule of Procedure 1.01) relating to the time and place for Commission and Committee meetings of the Augusta, Georgia Board of Commissioners; to repeal all Code Sections and Ordinances and parts of Code Sections and Ordinances in conflict herewith; to provide an effective date and for other purposes.

Item Action: Approved

Motions

Motion **Motion**

Type	Motion Text	Made By	Seconded By	Result
Approve	Motion to approve with the inclusion of a revision that the second set of committee meetings in March/June be cancelled and the items for that set of committees in March/June be forwarded directly to the Commission meeting to be held on the last Wednesday or Thursday in March/June which takes the place of the first Commission meeting in April/July and to waive the second reading of the ordinance. Mr. Lockett out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

www.augustaga.gov

ADMINISTRATIVE SERVICES COMMITTEE

COMMISSION CHAMBER – June 21, 2016
12:00 Noon

PRESENT: Hons. M. Williams, Chairman; D. Williams, Vice Chairman; Lockett, member; Guilfoyle, Sias, Frantom, Smith, Fennoy, Hasan, members of the Augusta Richmond County Commission.

ABSENT: Hons. Hardie Davis, Jr., Mayor; Davis, member.

Mr. M. Williams called the meeting to order.

The Clerk: The first item, only item, the motion to deny the protest of Public Financial Management Group regarding RFP item 16-128, Financial Advisory Services for Debt Issuance and Economic Development Projects and to lift the stay of Procurement in accordance with Augusta Georgia Code.

Mr. M. Williams: Madam Administrator, do you have anything you want to interject at this time?

Ms. Jackson: Yes, sir, we have a prepared statement that we will read for you. I believe Mr. Bray is providing it. If you'll hold on for just a second, we'll have that for you just to outline the procedures of the process today. Thank you very much, Mr. Bray. The Augusta, Georgia Administrative Services Committee is a recommending body for this protest. The final decision regarding protest RFP 16-128 will be made by the Augusta, Georgia Commission during its meeting scheduled for Thursday, June 30. Protests appearing before the Administrative Services Committee shall be treated as any other committee agenda item except that the protestor and/or his representative shall have the right to address the committee and to present evidence in support of the protest for a maximum of ten minutes. The Procurement Director and the user department shall also have the opportunity to present evidence relating to the protest for a maximum of ten minutes. Each party is responsible for providing the Clerk of Commission with copies of all supporting information and exhibits related to the protest at the hearing. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his discretion. Augusta Georgia encourages full participation in this hearing and there is no restriction of who may address the committee within the allotted time however the committee asks that public comments be brief, on subject, and directed to the committee chairman, not to any individual or group. After considering the evidence presented, the Administrative Services Committee shall make a recommendation to uphold or deny the protest of Public Financial Management Group or PFM regarding RFP 16-128, a Procurement for Financial Advisory for Debt Issuance and Economic Development Project Evaluation. Regardless of the action taken by the committee, the protest shall be forwarded to the full Commission agenda for a final decision.

Mr. M. Williams: Thank you, ma'am. We'll go ahead and get this started and let me say for the record that each side will have exactly ten minutes to deliver and to express their need. I guess we'll ask the protest side to come first and those who come please give us your name and address so we can have that in the records, please, ma'am.

Ms. Daniel: I am Lisa Daniel with Public Financial Management. I'm at 1910 Autumn Avenue, Memphis, TN 38112.

Mr. M. Williams: Okay, you have the floor now.

Ms. Daniel: Good afternoon, Chairman and members of the Administrative Services Committee. I'd like to thank you for your time and attention this afternoon. I recognize that time is a valuable resource for busy commissioners like yourself and I promise to be brief and succinct. My name is Lisa Daniel. I am a managing director and partner responsible for the business conducted in the mid-south for PFM. With me is Dianne McNabb, a director managing the Atlanta office. We are each CPA's and collectively have over 55 years of public finance experience. On February 19, 2016 in response to an RFP PFM submitted a proposal to serve as your financial advisor for debt issuance and economic development project evaluation. On March 30 we were excited to be notified that we were one of two finalists and were provided an opportunity to meet with the selection committee on April 20, 2016 and answer questions and provide clarifications regarding our proposal. On May 27 to our disappointment we became aware from the publicly posted agenda item that the selection committee was going to recommend Davenport to serve as financial advisor to Augusta. After reviewing the score sheet dated March 17, 2016 included with the materials we had provided to you which we also show here. We would like to thank the selection committee for ranking the PFM Group number one after Phase 1 with a score of 82 out of 100 for the proposer's overall ability to provide the services as outlined in the request for proposals. We would also like to thank the selection committee for ranking the PFM Group again as number one receiving ten out of ten as it relates for the fees for services since PFM proposed to provide the requested services at the lowest cost relative to all other proposals. We believe our proposal provides testimony as to why we are the most advantageous to hire as a financial advisor for Augusta, Georgia. PFM is a leader in financial advisory and economic development analysis in Georgia and the southeast. In testimony of our experience and expertise we have provided to you information comparing our transaction level to that of the financial advisor that the selection committee intends to recommend for hire. PFM has completed more than five times the number of transactions since 2011. As it relates to par amount or volume PFM has completed more than $7.9 billion dollars as compared to $581 million, more than 13 times the volume. While being ranked number one is an honor, we are proud of the client relationships that this continued standing represents. Many of our relationships span over decades. We have served and provided advice and value to Augusta for over 12 years. Nationally PFM ranks number one having completed over 4200 transactions in the last five years or an average of 2.3 transactions a day. For Augusta this unmatched level of experience translates to meaningful market knowledge and the lowest cost of capital. PFM is the largest independent financial advisory firm in the country and offers Augusta the deepest binge of resources with five employees in the Atlanta office and hundreds of professionals in other offices poised and ready for support. PFM is an independent financial advisory firm meaning we do not underwrite securities and therefore do not have an inherent conflict of interest in serving both the client and the investor for bonds. As an independent registered municipal advisory firm, we are a fiduciary to our clients and we never position ourselves as a fiduciary to investors. For Augusta this means that underwriting services will never pose a conflict of interest. We are here today to ask for clarification and reconsideration of the selection committee's recommendation to the Finance Committee. As the score sheet attests, our proposal was recognized by the committee as having the highest score. Our price proposal for the requested services was the lowest. The best proposal and the lowest cost translates to best value and the most advantageous. We simply don't understand the committee's recommendation to hire another firm and we ask for clarification and reconsideration. Thank you for your time and attention today.

Mr. M. Williams: Thank you very much. It took all of six minutes. I think that's really good. Ms. Sams, are you up next?

Ms. Sams: Good morning. Just before we get started I need to read some things into record. You have been given copies of exhibits 1 through 12 and a copy of those exhibits has been made available to our reporter, Law Department, user department, Administrator's Office as required by Georgia Code. On June 2, 2016 we received the protest letter from PFM. You will find that letter as part of your exhibits. Why did Augusta do an RFP? Augusta let RFP 16-128 for financial services on December 31, 2015. The RFP clearly articulated within the specification the process and procedures in accordance to Augusta Richmond County Code. The protest letter received from PFM stated according to the evaluation sheets which was shared by PFM they are proclaiming to be the best of the best of all the submittals that we received. That was not a true statement. It is not a true statement because you do not add both phases together to get the bottom line. In accordance to the RFP which states on page 23 or 24 that the phase one goes away where it is true that they received 92 however on the overall ability to provide the services they received an 82. Another company received 81, one-point difference between the two companies. At the beginning of phase two those scores go away and they go away because the evaluation committee has two phases. They evaluate the overall ability to perform the task and by law you consider the cost. The evaluation committee did just that. After you completed phase one you then go into a phase two if you have questions to ask a company as it relates to both of those stages either in their submittal package as it relates to their overall abilities or their cost considerations. Well, the committee had problems. Keep in mind when you go to phase two in red I have noted that all vendors selected in this phase two shall be equally evaluated with respect to scores in phase one. So phase one goes away. Now the committee is looking at their presentation and the best and final offers. Because we had questions about them, we invited them all back, the two companies back. They did in fact give us their presentations. After the committee looked at the presentations, considered their price, we asked for a best and final. When we asked for the best and final, which is a part of that process, PFM is saying oh, because of my best and final I was the lowest score. I said, or because I was judged as being the low person submitting on the first round, you should give me this contract but that's simply not true because the committee says I want more information. They asked for a best and final. So the statement that PFM is stating this was a determining factor and I, Geri Sams said it in the Tuesday, May 31 commission meeting is just not a true statement. And I would like for you as the commissioners or PFM to go and visit our web page. It will substantiate the fact that that statement was not made. According to RFP 16-128 on page 28, on page 24 it so states when in the best interest of Augusta, Georgia, Augusta, Georgia reserves the right to request additional information. That can include in fee and you request that by asking your submitters to submit a best and final offer and they did that and we looked at what they submitted and we made some determinations as to the standings. The best and final was cited as a determining factor. Again, that was never stated in that meeting nor have I ever stated in an RFP that the price is the driving factor. And of course in their statement to you they said as reflected in Exhibit B. Well, the information to me there wasn't an Exhibit B and perhaps one of the reasons why there wasn't an Exhibit B is because they said they could not release any information as it relates to the cost. The third statement of reasons for the protest. They are saying to you that they want to be reconsidered because their score simply wasn't high enough because of their expertise. Their score simply wasn't high enough because of their expertise. Well, commissioners, we all think we're perfect. We all think we're great. But there were a number of people in that room evaluating this proposal and that evaluation committee said that PFM deservant score was a 26 and for PFM to ask for consideration at this point after the fact while giving more information to the city that was misleading the City of Augusta, your Procurement Director denied that reconciliation and the reason for that, all the information was supposed to be submitted at the day they submitted their proposal.

Mr. M. Williams: Ms. Sams, you've got two minutes left.

Ms. Sams: Their proposal was submitted to us on February 12, 2016. So I recommend to you that you deny the protest of PFM because their three reasons for the protest are just not valid ones. Deny the protest today and the Procurement Department continues to recommend the company that we recommended before you and the Finance Committee approved as the successful vendor for this project.

Mr. M. Williams: Ms. Sams, you've got 45 seconds.

Ms. Sams: Thank you very much, Mr. Commissioner. I think that Augusta is on solid grounds as it relates to the approved vendor that was recommended by the Finance Committee and recommended by the Finance Department and recommended by the evaluation committee. Thank you very much.

Mr. M. Williams: Thank you. After hearing all of the different points and different sides, this goes to the full Commission from my understanding, is that right, Mr. Andrew?

Mr. MacKenzie: Correct.

Mr. M. Williams: So do I need a motion to send to the full Commission or is it automatic it goes, I mean how does that proceed from here?

Mr. Lockett: Mr. Chairman, I move that the appeal be denied based on the information just provided by the Procurement Director.

The Clerk: Did we get a second that that?

Mr. D. Williams: Second.

Mr. M. Williams: Okay, I've got a motion and proper second. There seem to be some questions that need to be asked. Mr. Frantom, you have a question?

Mr. Guilfoyle: Thank you, Mr. Chairman. This is for Director Geri Sams. Listening to you discussing on the process of this, final outcome and a couple of questions no different from what I had before. Why do we go through the evaluation process when somebody actually scores the highest and then it's no longer valid information? You said it's no longer looked at under one and two.

Ms. Sams: The purpose of phase one of the evaluation process is not to make a bid award. It is to determine of all of the proposals that you receive who will be called back as a short-listed vendor.

Mr. Guilfoyle: And as far as the different departments who directly is affected with this Davenport or PFM, what three departments are they to deal with the bonds? That should be Utilities, Airport, is that right?

Ms. Sams: Yes, sir.

Mr. Guilfoyle: And how did, with them having a direct contact with this either company, how did they vote?

Ms. Sams: Mr. Commissioner, whereas the presence of those persons may have been in the room --

Mr. Guilfoyle: Yes, ma'am.

Ms. Sams: -- at this point the only thing that could come, that information I can share with you in accordance to the Georgia statute, is that will be germane only to PMF. The committee according to the Georgia law I cannot identify the persons in that room or any other information.

Mr. Guilfoyle: Okay. One other question. With the experience that PFM has served Augusta Richmond County for these years and their qualifications and their, I mean they've saved us money over all these years, did that have anything to do with the outcome of this?

Ms. Sams: The RFP of course asks for experience but of course because the rules and regulations that governs this process is not just a Georgia-regulated process, it is global and when we ask them to compete we just did not go out looking for those companies that are located geographically within Georgia and that was not one of the considerations given because this is governed by a federal process along with some of the state ordinances.

Mr. Guilfoyle: Okay, and in past evaluation process under the RFP process, it's been common for us to select not the high bidder or the high evaluated person or company?

Ms. Sams: And I understand exactly what you're saying, sir, and my answer to that is yes.

Mr. Guilfoyle: Okay. Just questions.

Mr. M. Williams: Mr. Frantom, you have any questions?

Mr. Frantom: Thank you, Mr. Chairman. One quick question is, I just want to understand this. So the first phase PFM scored the highest. Wiped out. The second phase they tied but because the best and final offer is what the committee ultimately made the decision on why they chose Davenport.

Ms. Sams: It's the way you phrased the question, Mr. Commissioner. Because if I were to say yes to that it would mean that the best and final offer was the deciding factor and it was not. It was considered. So the answer to that would be no.

Mr. Frantom: And during our process do we always have the best and final offer on the RFP side?

Ms. Sams: When there's a question about the, how the price proposal was given to us, if we have questions, we ask for a best and final. Yes, sir, this is normal.

Mr. Frantom: Okay, thank you, Mr. Chairman.

Mr. M. Williams: Commissioner Grady Smith.

Mr. Smith: (inaudible) but does it come down to when it's best and final offer, if it's like construction, what was the monetary value of both?

Ms. Sams: Sir, I cannot release that information to you at this time.

Mr. Smith: You can't? If I get the FBI over here, they'll do it?

Ms. Sams: If you get the FBI over here, Georgia statute will come into play and they would tell me I can't release that information.

Mr. Smith: All right. Okay, I don't want to go over my head then. Okay, that's good. Back to the chairman then.

Mr. M. Williams: And I know when it comes to the bid we've got different type bids and I'm not going to get into all that, Ms. Sams. We've got a motion and a second to deny. Mr. Sias got a question.

Mr. Sias: I just want to make a quick statement, Mr. Chair. I'll be real quick. I want to say to any of the companies that do business with Augusta, I just always think it's a good idea that these companies, and this is for everybody, that they establish a good relationship with this city government and it's just, when you come up and we have some of these situations like this or the companies that want to continue to do business with Augusta and in cases, some of them, we're not familiar with them and I'm not saying that they need to come down here and sit down and chit chat but it will be good that as a commissioner that's been here since January 1, 2015 I'm still looking to get to know some of these folks and I really think that's something important that we need to know and be able to see with these companies. Just wanted to make that statement. Thank you.

Mr. M. Williams: I thank you for your statement but I don't think that's germane to what we're talking about here. I don't need to know none of these companies myself as an elected official. That's the last thing I want to do. But if you feel like you want to build a relationship outside this chamber, I ain't got no problem with it. We've got a motion and proper second. Let it be known by the normal sign of voting.

Motion carries 3-0.

Mr. M. Williams: Is that all, Madam Clerk, to come before Administrative Services special called meeting?

The Clerk: Yes, sir.

Mr. M. Williams: This meeting is adjourned. Thank you.

ADJOURNMENT: There being no further business, the meeting was adjourned.

Lena J. Bonner
Clerk of Commission

Administrative Services Committee Meeting
7/12/2016 1:05 PM
Regency Mall Property

Department: Clerk of Commission

Presenter:

Caption: Provide an update on efforts made to obtain a potential developer for the Regency Mall property. Explain how other communities have been successful in the rehabilitation of these eyesores and why we appear to be deadlocked or devoid of any constructive ideas. The defunct Regency Mall has stymied the growth of a large portion of the Gordon Highway - Deans Bridge Corridor. Eminent Domain should be considered but utilized as a last resort. **(Requested by Commissioner Lockett)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Nancy Morawski

From: Lena Bonner
Sent: Wednesday, June 22, 2016 10:25 AM
To: Nancy Morawski
Subject: FW: Committee Agenda Items

Importance: High

FYI- please see below and place on the July 12th committee agendas

Lena J. Bonner
Clerk of Commission
Office of the Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, Georgia 30901
Tel: 706-821-1820
Fax: 706-821-1838

-----Original Message-----
From: Commissioner William Lockett
Sent: Wednesday, June 22, 2016 9:43 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Committee Agenda Items

Morning Ms. Lena:

Please add to next committee cycle.

Obtain information from the Augusta Housing Authority relative to the number of Section 8 Housing Units in Augusta by District. Determine what enforcement mechanisms are in place to force Section 8 Landlords to maintain their rental properties in accordance with existing policy. Consider imposing fines on repeat offenders. **(Administrative Services Committee)**

Provide an update on efforts made to obtain a potential developer for the Regency Mall Property. Explain how other communities have been successful in the rehabilitation of these eyesores and why we appear to be deadlocked or devoid of any constructive ideas. The defunct Regency Mall has stymied the growth of a large portion of the Gordon Highway - Deans Bridge Corridor. Eminent Domain should be considered but utilized as a last resort. **(Administrative Services Committee)**

Consider making Calhoun Expressway and River Watch Parkway toll roads. Many people that use these streets on a regular basis reside outside of Augusta but earn income in Augusta. Augusta taxpayers are providing good streets and public safety protections not only for us but for those transients. Determine if a toll would be fair and appropriate. **(Engineering Services Committee)**

Thanks

Billl

Item # 5

Administrative Services Committee Meeting
7/12/2016 1:05 PM
Section 8 Housing

Department:	Clerk of Commission
Presenter:	
Caption:	Discuss information received from the Augusta Housing Authority relative to the number of Section 8 Housing Units in Augusta by District. Determine what enforcement mechanisms are in place to force Section 8 Landlords to maintain their rental properties in accordance with existing policy. Consider imposing fines on repeat offenders. **(Requested by Commissioner Lockett)**
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Nancy Morawski

From: Lena Bonner
Sent: Wednesday, June 22, 2016 10:25 AM
To: Nancy Morawski
Subject: FW: Committee Agenda Items

Importance: High

FYI- please see below and place on the July 12th committee agendas

Lena J. Bonner
Clerk of Commission
Office of the Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, Georgia 30901
Tel: 706-821-1820
Fax: 706-821-1838

-----Original Message-----
From: Commissioner William Lockett
Sent: Wednesday, June 22, 2016 9:43 AM
To: Lena Bonner <lbonner@augustaga.gov>
Subject: Committee Agenda Items

Morning Ms. Lena:

Please add to next committee cycle.

Obtain information from the Augusta Housing Authority relative to the number of Section 8 Housing Units in Augusta by District. Determine what enforcement mechanisms are in place to force Section 8 Landlords to maintain their rental properties in accordance with existing policy. Consider imposing fines on repeat offenders. **(Administrative Services Committee)**

Provide an update on efforts made to obtain a potential developer for the Regency Mall Property. Explain how other communities have been successful in the rehabilitation of these eyesores and why we appear to be deadlocked or devoid of any constructive ideas. The defunct Regency Mall has stymied the growth of a large portion of the Gordon Highway - Deans Bridge Corridor. Eminent Domain should be considered but utilized as a last resort. **(Administrative Services Committee)**

Consider making Calhoun Expressway and River Watch Parkway toll roads. Many people that use these streets on a regular basis reside outside of Augusta but earn income in Augusta. Augusta taxpayers are providing good streets and public safety protections not only for us but for those transients. Determine if a toll would be fair and appropriate. **(Engineering Services Committee)**

Thanks

Billl

Item # 6

Chapter 6

MAINTENANCE AND UNIT INSPECTIONS

The Owner must maintain the housing unit and premises in accordance with the Housing Quality Standards (HQS) at all time. Maintenance and replacement must be in accordance with the standard practice for the building as established by the Owner. See Chapter 7, Housing Quality Standards Requirements.

A. GENERAL MAINTENANCE

The Owner shall provide all the services maintenance and utilities, which the Owner agrees to provide under the HAP Contract and Lease Agreement, subject to termination of housing assistance payments or other applicable remedies if the Owner fails to meet these obligations.

B. INITIAL INSPECTION

The Augusta Housing Authority will conduct an initial inspection upon each housing unit when an Owner decides to participate in the Section 8 Program. The Owner should try to correct any deficiencies before the unit is presented to the Augusta Housing Authority for inspection. This will prevent delays in the beginning of the Family's rental assistance. If the unit does not meet HQS, the Owner will be notified in writing of the deficiencies that should be corrected. The Owner should contact the Augusta Housing Authority when the deficiencies have been corrected in order to schedule a re-inspection of the unit. The unit will pass inspection only after the deficiencies are corrected and verified.

C. ANNUAL INSPECTION

The Augusta Housing Authority will also inspect the dwelling unit leased to the Family at least annually to ensure that the Owner is meeting the obligation to maintain the unit in decent, safe, and sanitary conditions and to provide the agreed upon utilities and other services.

D. SPECIAL INSPECTIONS

In addition to the initial and annual inspections, the Augusta Housing Authority will inspect the dwelling unit leased to the Family at such other times as may be necessary to ensure that the Owner is meeting the obligation to maintain the unit in decent, safe, and sanitary condition and to provide the agreed upon utilities and other services. The Augusta Housing Authority will take into account complaints from the Family, Owner and/or any other information coming to its attention in scheduling special inspections.

If the Owner fails to maintain a dwelling unit in decent, safe, and sanitary condition, the Augusta Housing Authority may exercise any of its rights and remedies under the HAP Contract, including termination of the housing assistance payments (even if the Family continues in occupancy) and termination of the Contract. If the Augusta Housing Authority determines to terminate the HAP Contract, and the Family wants to move to another dwelling unit with assistance under the Section 8 Program, the Augusta Housing Authority will issue another Voucher to the Family (unless the Augusta Housing Authority denies the issuance of the Voucher).

E. RE-INSPECTIONS

If the Augusta Housing Authority determines that the unit does not meet HQS at the annual and special inspections, the Augusta Housing Authority will notify the Owner in writing and provide a reasonable amount of time to make repairs. If the repairs are not made within the prescribed time period, the Augusta Housing Authority may abate payments to the Owner. The tenant is required to pay only their portion of the rent if the Augusta Housing Authority abates the HAP payments.

Chapter 7

HOUSING QUALITY STANDARDS (HQS) REQUIREMENTS

Before the Augusta Housing Authority will make payments to an Owner on behalf of the Family, the housing unit must meet HUD's minimum Housing Quality Standards (HQS). HUD has implemented these standards nationwide to ensure that all assisted housing units under the Section 8 Housing Choice Voucher Program meet the minimum health and safety standards. The Owner must prepare the unit for inspection, participate in the inspection with the Augusta Housing Authority, and make repairs promptly.

A. AREAS COVERED UNDER HQS

There are eight (8) areas that must be reviewed for HQS compliance by an Augusta Housing Authority inspector:

* Living room
* Kitchen
* Bathroom
* Other Rooms Used For Living
* Secondary Rooms (Not Used For Living)
* Building Exterior
* Heating and Plumbing
* General Health and Safety

After the HQS inspector has completed an Annual or Special Inspection of the unit, he/she must provide the Owner a summary decision or rating for the unit in accordance with HUD rules and regulations.

B. HQS INSPECTION CHECKLIST ITEMS

The HQS inspector will use the Form HUD-52580, **Inspection Checklist Housing Choice Voucher Program**, when conducting the inspections. The following is a listing of the conditions that **must** be verified by the housing inspector. A sample of this form is attached.

Living Room

* Is there a living room present?
* Are there at least two working outlets or one working outlet and one working light fixture?
* Is the room free from electrical hazards?
* Are all windows and doors that are accessible from the outside lockable?
* Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
* Are the walls, ceilings and floors in good condition and free from hazardous defects?
* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Kitchen

* Is there a kitchen present?
* Are there at least one working outlet and one working, permanently installed light fixture?

* Is the kitchen free from electrical hazards?
* Are all windows and doors that are accessible from the outside lockable?
* Are all windows free of signs of severe deterioration or missing or broken windowpanes?
* Are the walls, ceilings and floors in good condition and free from hazardous defects?
* Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?
* Is there a kitchen sink that works with hot and cold running water?
* Is there space to store, prepare, and serve food?
* Is there a working oven, and a stove (or range) with top burners that work? If no oven and if microwave is Owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?
* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Bathroom

* Is there a bathroom present?
* Is there at least one permanently installed light fixture?
* Is the bathroom free from electrical hazards?
* Are all windows and doors that are accessible from the outside lockable?
* Are all walls, ceilings and floors in good condition and free from hazardous defects?
* Are there operable windows or a working vent system?
* Is there a working toilet in the unit for the exclusive private use of the Family?
* Is there a working, permanently installed wash basin with hot and cold running water in the unit?
* Is there a working tub or shower with hot and cold running water in the unit?
* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Other Rooms Used For Living and Halls

* If used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If not used as a room for sleeping, is there a means of illumination?
* Is the room free from electrical hazards?
* Are all windows and doors that are accessible from the outside lockable?
* If used as a bedroom, is there at least one window? Are all windows free of signs of severe deterioration or missing or broke-out windowpanes?
* Are walls, ceilings and floors in good condition are free from hazardous defects?
* Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?
* Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of National Fire Protection Act of 1974?
* In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

All Secondary Rooms (Rooms Not Used For Living, Such As A Laundry Room or Storage Room)

* Are all windows and doors that are accessible from the outside lockable?
* Are all these rooms free from electrical hazards?

Building Exterior

* Is the foundation sound and free from hazards?
* Are all the exterior stairs, rails, and porches sound and free from hazards?
* Are the roofs, gutters, and downspouts sound and free from hazards?
* Are exterior surfaces sound and free from hazards?
* Is the chimney sound and free from hazards?
* If the building was built prior to 1978. Are painted surfaces which are up to 5 feet from the ground or floor and readily accessible to children free of defective paint? If there is a child under 6 years of age with elevated blood level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground or floor and readily accessible to children under 6 years of age lead-free or adequately treated?
* If the unit is a manufactured home, is it properly placed and tied down?

Heating And Plumbing

* Is the heating equipment or system capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
* Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?
* Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?
* Is the hot water heater located, equipped, and installed in a safe manner?
* Is the unit served by an approved public or private sanitary water supply?
* Is plumbing free from major leaks or corrosion that caused serious and persistent levels of rust or contamination of the drinking water?
* Is plumbing connected to an approved public or private disposal system, and is it free from sewer back up?

General Health and Safety

* Can the unit be entered without having to go through another unit?
* Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
* Is the unit free from rats or severe infestation by mice or vermin?
* Is the unit free from heavy accumulation of garbage or debris inside and outside?
* Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?
* Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways: absent or insecure railings; inadequate lighting; or other hazards?
* Do all elevators have a current inspection certificate?
* Is the unit free from abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the tenants?

C. MOST COMMONLY FAILED ITEMS

Below is a list of some of the most commonly failed items that are found during an inspection.

1. Peeling exterior and interior paint.
2. Missing or inoperable smoke detector. One detector is required on each level.

3. Railings missing. Handrails are required at four (4) or more steps. Porch rails are required on porches over 30" high.
4. Outlet cover plates missing, broken or very loose. Outlets improperly wired.
5. Leaking plumbing fixtures. Missing gas traps at pipes.
6. Missing, improper covers on hot water heaters and furnaces. Missing temperature pressure relief valves (TPR). Drain line must be 6" off floor in unoccupied area.
7. Inoperable bathroom fan or no bathroom ventilation.
8. Missing or inoperable refrigerator; missing, cracked or broken vegetable bins, brackets; worn gaskets; missing or broken handles; etc.
9. Missing or inoperable ranges; inoperable burners on ranges or inoperable range hoods; and missing burner control knobs.
10. Cracked or broken windowpanes.
11. Tripping hazards caused by floor coverings such as carpeting.
12. Inoperable light fixtures.
13. Large holes in the walls.
14. Loose or inoperable commodes; and leaking toilets at base or supply line.
15. Trash and debris, inoperable vehicles and appliances and other furniture in the yard.
16. Loose door knobs, hinges, deadbolts (missing screws), loose or missing strikeplates.
17. Missing or broken window locks on the first floor windows or other windows accessible from the outside.
18. Evidence of leaks at walls or ceilings.
19. Fireplaces must be secured or certification provided that the fireplace is in good working condition.
20. Missing or torn window screens.

The Owner should prepare the unit for inspection and make all repairs as promptly as possible. For any additional information on the most common fail items, contact a HQS inspector in the Assisted Housing Department.

D. SUMMARY DECISION OR RATING ON UNIT

When an inspector makes an inspection of a unit, the inspector will record the findings on Form HUD 52580, Inspection Checklist Housing Choice Voucher Program. Once a HQS inspector has inspected a unit, the inspector will rate the unit as Pass, Inconclusive, or Fail.

- The term "Pass" means that the condition of the unit meets the minimum requirement for Federal, State, and/or local laws.
- The term "Inconclusive" means that more information is needed for the inspector to make a determination on the inspection. For example, if the utilities are not on in the unit when the inspection is made, the inspector will mark the inspection checklist "Inconclusive" until the utilities are on and verified.
- The term "Failed" means that the condition of the unit does not meet the minimum requirements and must be brought up to the standard prior to the tenant receiving housing assistance for the unit from the Augusta Housing Authority.

The deficiencies will be reported to the Owner in writing. An itemized listing of the work items will be given to the Owner. The failed items must be corrected and verified prior to the execution of a new Housing Assistance Payments Contract or any future payments are made on an existing unit in which the Augusta Housing Authority is performing an annual inspection.

E. HQS MINIMUM REQUIREMENTS

Housing assisted under the Augusta Housing Authority's Section 8 Housing Choice Voucher Program must meet the Housing Quality Standards (HQS) as outlined in 24 Code of Federal Regulations (CFR) 982.401. Before the Augusta Housing Authority can make a payment to the Owner on behalf of a Family, the housing unit must meet HUD's minimum HQS. Information on the HUD minimum Housing Quality Standards is listed below:

Sanitary Facilities.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

Food Preparation and Refuse Disposal.

The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the Family. All of the equipment must be in proper operating condition. Either the Owner or the Family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an Owner-supplied oven and stove or range if the tenant agrees and microwave oven is furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system. The dwelling unit must have space for the storage, preparation, and serving of food. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g. garbage cans).

Space and Security.

At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than children under six years of age, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal Environment.

There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy environment appropriate to the climate. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable. However, portable electrical heaters are not acceptable.

Illumination and Electricity.

There must be at least one window in the living room and in each sleeping room. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and Materials.

Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage. The roof must be structurally sound and weathertight.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc. must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

Interior Air Quality.

The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

Water Supply.

An approvable public or private water supply that is sanitary and free from contamination must serve the dwelling unit.

Lead Based Paint.

The purpose of this section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practical the hazards of lead-based paint poisoning for units assisted under this program. This section is issued under 24 CFR 35.24 (b)(4) and supersedes, for all housing to which it applies the requirements of subpart C of 24 CFR part 35.

1. The requirements of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

2. <u>Definitions.</u>

<u>Chewable surface.</u> Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

<u>Components.</u> An element of a residential structure identified by type and location, such as a bedroom wall, an exterior windowsill, a baseboard in the living room, a kitchen floor, an interior windowsill in a bathroom, a porch, stair treads in a common stairwell, or an exterior wall.

Defective paint surface. A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

Elevated blood level or EBL. Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

HEAP. Means a high efficiency particle accumulator as used in lead abatement vacuum cleaners.

Lead-based paint. A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (cm/cm2), or 0.5 percent by weight or 5000 parts per million (PPM).

3. Requirements for Pre-1978 units with children under 6 years of age.

If a dwelling unit constructed before 1978 is occupied by a Family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with this section.

The Augusta Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph (I) of this section. For purposes of this section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

Treatment of defective paint surfaces required under this section must be completed within 30 calendar days of the Augusta Housing Authority notification to the Owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by this section may be delayed for a reasonable time.

The requirements in this paragraph apply to: All painted interior surfaces within the unit (including ceilings but excluding furniture); the entrance and hallway providing ingress or egress to a unit in a multi-unit building; and exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

4. Additional requirements for Pre-1978 units with children under 6 years of age with an EBL.

In addition to the requirements of this section, for a dwelling unit constructed before 1978 that is occupied by a Family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment

of the paint surface in accordance with this section is required, and treatment shall be completed within the time limits in this section.

The requirements in this section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under 6 years of age:

(1) Within the unit;
(2) The entrance and hallway providing access to a unit in a multi-unit building; and
(3) Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

5. Treatment of chewable surfaces without testing.

In lieu of the procedures set forth in this section, the Augusta Housing Authority may, at its discretion, waive the testing requirement and require the Owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in this section.

6. Treatment methods and requirements.

Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

(1) A defective paint surface shall be treated if the total area of defective paint on a component is:

   a. More than 10 square feet on an exterior wall;
   b. More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to ceilings, floors, doors, and interior walls; or
   c. More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to windowsills, baseboards and trim.

(2) Acceptable methods of treatment are: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

(3) Prohibited methods of removal are: open flame burning or torching without HEPA exhaust; uncontained hydroblasting or high pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

(4) During exterior treatment, soil and playground equipment must be protected from contamination.

(5) All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

(6) Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

7. Tenant protection.

The Owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

8. Owner information responsibilities.

Prior to execution of the HAP contract, the Owner must inform the Augusta Housing Authority and the Family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit. A copy of the **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards** form is attached for guidance.

9. Augusta Housing Authority dates collection and recordkeeping responsibilities.

The Augusta Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this program. If a match occurs the Augusta Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Augusta Housing Authority must require the Owner to treat the lead-based paint. If the Owner does not complete the corrective actions required by this section, the Family must be issued a Voucher to move.

The Augusta Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Augusta Housing Authority must keep the test results indefinitely and, if applicable, the Owner certification of treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces in the units have been treated. If records established that certain chewable surfaces were tested or treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.

The Owner is required to notify and certify to the Section 8 participant of any know lead based paint in the dwelling unit. In addition, the Owner's certification to the participant must be maintained in the tenant file that is kept by the Owner. A copy of the certification should be sent to the Augusta Housing Authority for the Section 8 participant record.

Access.

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site and Neighborhood.

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding; poor drainage; septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary Condition.

The dwelling unit and its equipment must be free of vermin and rodent infestation.

Manufactured Homes.

A manufactured home unit, whether Owner or renter occupied, shall comply with the foregoing standards. In addition, a manufactured unit shall

a. Meet the definition of a manufactured home. A manufactured home is a structure, with or without a permanent foundation, which is built on a permanent foundation, is designed for use as a principal place of residence, and meet the Housing Quality Standards;
b. Be equipped with at least one smoke detector in working condition, and,
c. Must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

   A manufactured home must be securely anchored by a tie-down device, which distributes and transforms the load imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Smoke Detectors.

Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If any hearing-impaired person occupies the dwelling unit, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Additionally, Owners are subject to State and local laws as the laws pertain to building codes, regulations, and ordinances.

F. NON-QUALIFYING UNITS

Any type of existing housing meeting the Housing Quality Standards may be utilized under the Section 8 Housing Choice Voucher Programs, except for the types of housing listed below:

1. A unit that is receiving other assistance under the 1937 Housing Act, except assistance under Section 17 of the Act (the Housing Development Grant and Rental Rehabilitation Program);
2. A unit that is owned or otherwise substantially controlled by the Augusta Housing Authority administering the Annual Contribution Contract for the Section 8 Programs;
3. Nursing homes, units within the grounds of penal, reformatory, medical, mental and similar public or private institutions, and facilities providing continual psychiatric, medical or nursing services;
4. A unit that is occupied by its Owner (including the Owner of a manufactured home leasing a manufactured home space), except for a cooperative or mutual housing unit or a shared housing unit as described in 24 CFR 887.551 (a)(2); or
5. A housing unit as transitional housing in HUD's Transitional Housing Demonstration Program.

Administrative Services Committee Meeting
7/12/2016 1:05 PM
Virginia Anderson and Jerry Walton

Department: Clerk of Commission

Presenter:

Caption: Presentation by Ms. Virginia Anderson and Mr. Jerry Walton regarding the valuation of their property in Hyde Park.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

✓	Commission	Date of Meeting 7-12-16
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Virginia Anderson & Jerry Walton
Address: 2129 Roosevelt Drive
Telephone Number: 706-737-3724 or 706-868-9746
Fax Number:
E-Mail Address: gjmis40@bellsouth.net or geriwalton@hotmail.com

Caption/Topic of Discussion to be placed on the Agenda:

Hyde Park: The difference between the accessors documented value (2016) of the property as opposed to what the city is offering us for the property.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission meeting and 5:00 p.m. on the Tuesday preceding the Committee meeting of the following week. A five-minute time limit will be allowed for presentations.