



Administrative Services Committee Commission Chamber- 7/30/2019- 1:15 PM Meeting

ADMINISTRATIVE SERVICES

1. Request the replacement of one Landscape Truck for the Recreation Department – Trees and Landscape Division for \$49,185.00 using capital outlay.  [Attachments](#)
2. The Recreation and Parks Department - Municipal Golf Course requests the purchase of one replacement Compact Utility Tractor at a cost of \$25,146.00 using Capital Outlay. Bid Item 19-222 J & B Tractor Company of Augusta  [Attachments](#)
3. Receive as information an emergency repairs to the Diamond Lakes Scoring Towers elevators by Thyssenkrupp Elevator Corporation for a total of \$116,849.00 funded through funds designated for Existing Facility Upgrades SPLOST VII.  [Attachments](#)
4. Provide Commission with an update on the disparity study.  [Attachments](#)
5. Motion to approve the By-laws revision request of the HCD Citizen Advisory Committee.  [Attachments](#)
6. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.  [Attachments](#)
7. Motion to approve Housing and Community Development Department's (HCD's) request to provide two (2) HOME funding agreements to J. Lovett Homes and Construction, LLC to develop two (2) family units for low to moderate income families on McQueen Court (Twiggs Street Corridor).  [Attachments](#)
- 8.

Motion to approve the minutes of the Administrative Services Committee held on July 9, 2019.  [Attachments](#)

9. Discuss/approve the naming of the Lake Olmstead Amphitheater in honor of former Commissioners Andrew Jefferson and H. Grady Smith, III. **(Requested by Commissioner Bill Fennoy)**  [Attachments](#)
10. Report from Administration regarding the use of air fresheners in government buildings.  [Attachments](#)

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**Administrative Services Committee Meeting
7/30/2019 1:15 PM
2019 - Landscape Truck**

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: Request the replacement of one Landscape Truck for the Recreation Department – Trees and Landscape Division for \$49,185.00 using capital outlay.

Background: The Recreation-Trees and Landscape Division requires this equipment to perform a variety of regular grounds keeping and landscaping responsibilities throughout Augusta-Richmond County. This vehicle will be purchased to replace asset 994163 which is a 2000 Isuzu NPR Landscape Truck. The current vehicle on hand was purchased in 1999 for \$25,901 and has currently reached 110 Work Orders totaling approximately \$43,261 in repairs. The vehicle also currently has in excess of 181,000 miles on its odometer. This vehicle has been deemed uneconomical to maintain in the fleet and should be replaced. The bid tab sheet for Bid 19-213: Landscape Truck is attached for your review.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for a Landscape Truck. Invitations to bid were sent to at least ten vendors to include four Augusta local vendors and resulted in only one valid response. The vendor, CSRA Fleetcare of Augusta, GA met the requested specifications in the bid. Bid 18-213: Landscape Truck: 2019 Isuzu NPRHDEFI – CSRA Fleetcare: \$49,185.00 (Augusta, GA)

Financial Impact: : 1 – 2019 Landscape Truck @ \$49,185.00 each. The total purchase is \$49,185.00 for the Recreation-Trees and Landscape Division. The vehicle will be purchased with Capital Outlay funds using ACCT# 272-01-6440/54.22210.

Alternatives: (1) Approve the request; (2) Do not approve the request

Cover Memo

Item # 1

Recommendation: Approve the purchase of one – Landscape Truck for the Recreation-Trees and Landscape Division

Funds are Available in the Following Accounts: Capital Outlay funds using ACCT# 272-01-6440/54.22210.

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

AUGUSTA, GEORGIA
CENTRAL SERVICES-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: Recreation-Trees and Landscape		Department Number 101-06-2411		Date: 6/17/2019	
Vehicle Description: 1999 Isuzu NPR			Asset #: 994163		
Assigned Use: Was used by the Recreation T & L Division for landscaping responsibilities around Augusta-Richmond County					
Actual Age: 19		Current miles/hours: 181,215		Purchase Price: \$25,901.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 19	Miles or Hours 18	Type of Service 3	Reliability 5	Maint/Repair 5	Condition: 5
Evaluation Points 55			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: 18 year old landscape truck with over 181,000 miles and 110 work orders totaling \$43,261 in repairs Vehicle is past its life expectancy in age and miles. Recommend replacing the vehicle					
 Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019		
Estimated Replacement Cost: \$49,185.00			Funding Source: 2019 Capital Outlay 272-01-6440/54.22210		

RANGES

Under 18 Points	Excellent	18 to 22 Points	Good
23 to 27 Points	Qualifies for Replacement		
28 Points or more	Needs immediate consideration for replacement		

**FOR ALL DEPARTMENTS-LANDSCAPE TRUCK - BID
OPENING 4/26/19 @ 11:00**

BID 19-213	Specialty Item Description	CSRA Fleetcare, Augusta, GA
Year		2019
Make		Isuzu
Model		NPRHDEFI
Base Price (5.00)		\$48,555.00
Delivery Date		120 DAYS ARO
Item # 6.01	Limited Slip Differential	\$630.00
TOTALS:		\$49,185.00



Administrative Services Committee Meeting
7/30/2019 1:15 PM
2019 - Recreation and Parks Dept Compact Utility Tractor

Department:	Central Services Department - Fleet Management Division
Presenter:	RonCrowden
Caption:	The Recreation and Parks Department - Municipal Golf Course requests the purchase of one replacement Compact Utility Tractor at a cost of \$25,146.00 using Capital Outlay. Bid Item 19-222 J & B Tractor Company of Augusta
Background:	The Recreation and Parks Department - Municipal Golf Course requires this equipment because it is used to provide a myriad of grounds facility tasks such as moving dirt, loading sand, pulling tow behind gang mowers and regular Golf Course maintenance. Currently they are borrowing a tractor asset from within the Recreation and Parks Department to maintain operations at the Municipal Golf Course. The previous tractor on hand was a John Deere Model 5105 and was deemed economically unrepairable and sold on GovDeals.com auction in April 2019.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a Compact Utility Tractor. Invitations to bid were sent to at least twelve vendors to include five Augusta local vendors and resulted in two valid responses. The lowest priced vendor, J & B Tractor Company of Augusta, GA met the requested specifications in the bid. Bid 19-222: Compact Utility Tractor: 2019 Kubota L4060HST – J & B Tractor Company (Augusta, GA): \$25,146.00; 2019 John Deere 4044M – Ag-Pro Company (Conyers, GA): \$32,318.00.
Financial Impact:	1 – 2019 Compact Utility Tractor @ \$25,146.00 each. The total purchase is \$25,146.00 for the Recreation and Parks Department - Municipal Golf Course. The vehicle will be purchased through the use of Capital Outlay Funds with ACCT# 272-01-6440/54.21110.
Alternatives:	(1) Approve the request; (2) Do not approve the request

Recommendation: Approve the purchase of one – Compact Utility Tractor for the Recreation and Parks Department - Municipal Golf Course

Funds are Available in the Following Accounts: Capital Outlay Funds with ACCT# 272-01-6440/54.21110.

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**



**Bid Opening Item #19-222 2019/2020 Compact Utility Tractor
for Augusta, Georgia- Central Services Department-Fleet Maintenance
Bid Due: Tuesday, May 14, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 19

Total Number Specifications Download (Demandstar): 2

Total Electronic Notifications (Demandstar): 22

Georgia Procurement Registry: 231

Mandatory Pre-Bid/Telephone Conference: N/A

Total packages submitted: 4

Total Non-Compliant: 2

VENDORS	J & B TRACTOR CO 3585 MIKE PADGETT HWY AUGUSTA, GA 30906	LOW COUNTRY MACHINERY 1008 E. HWY 80 POOLER, GA 31322	AG-PRO COMPANY 1377 DOGWOOD DRIVE SW CONYERS, GA 30012	BLANCHARD EQUIPMENT CO. 4266 BEL AIR FRONTAGE RD AUGUSTA, GA 30909
Attachment B	Yes	Yes	Yes	Non Compliant No Business License Number
E-Verify Number	515905	198415	675168	72760
SAVE Form	Yes	Non-Compliant	Yes	Yes
Exceptions Noted	Yes	Yes	Yes	Yes

2019/2020 Compact Utility Tractor

Year	2019	2019	2019	2019
Make	Kubota	Massey Ferguson	John Deere	John Deere
Model	L4060HST	2705E	4044M	4044R
Approximate Delivery Time	60-90 DAYS ARO	2 Weeks ARO	30-45 DAYS ARO	2 weeks ARO

General Requirements:

5.00 2019/2020 Tractor Type- Tractor, Compact, Utility, 4- Wheel Drive, with Factory Installed Loader with Bucket	\$25,146.00	\$28,218.00	\$32,318.00	\$33,195.00
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Invitation to Bid

Sealed bids will be received at this office until **Tuesday, May 14, 2019 @ 11:00 a.m.** for furnishing for:

Bid Item #19-222 2019/2020 Compact Utility Tractor for Augusta, GA – Central Services Department – Fleet Maintenance

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or by email to the office of the Procurement Department by Friday, April 26, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

No bids may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	April 4, 11, 18, 25, 2019
Metro Courier	April 4, 2019



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
THROUGH: Takiyah A. Douse, Director, Central Services Department
FROM: Ron Crowden, Fleet Manager, Central Services Department
DATE: May 21, 2019
SUBJECT: Recommendation for Bid #19-222 – Compact Utility Tractor

Fleet Management would like to recommend the award of bid # 19-222, Compact Utility Tractor, to J & B Tractor Company of Augusta, GA. The vendor's proposal met the requirements of the bid and was the best and lowest price for the equipment requested.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RGC/ams

FOR ALL DEPARTMENTS-COMPACT UTILITY TRACTOR- BID OPENING 5/14/19 @ 11:00

BID 19-222	J & B Tractor Company, Augusta, GA	AG-Pro Company, Conyers, GA	Low Country TCB, Pooler, GA	Blanchard Equipment, Martinez, GA
Year	2019	2019	2019	2019
Make	Kubota	John Deere	Massey-Ferguson	John Deere
Model	L4060HST	4044M	2705E	4044R
Base Price (5.00)	\$25,146.00	\$32,318.00	\$28,218.00	\$33,195.00
Delivery Date	90 DAYS ARO	45 Days ARO	2 Weeks ARO	2 Weeks ARO
			NON-COMPLIANT (Missing SAVE Form)	NON-COMPLIANT (Missing Business License)
TOTALS:	\$25,146.00	\$32,318.00		

Planholders List - DemandStar

User: Daniels, Tabitha

Organization:

City of Augusta, GA (Augusta Commission)

Logout



My DemandStar

Buyers

Account Info

FAQs

Log Bid

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-19-222-0-2019/nw

Bid Name 1919-1920 Compact Utility Tractor

1 Document(s) found for this bid

2 Planholder(s) found.

[Add Planholder](#)

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
Atlanta JCB / Atlanta Equipment	7707949993	7707941099	1			Documents
Dodge Data	4133767032		1			Documents

Page 1 of 1

Format for Printing

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Item # 2



5160

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ADAMS EQUIPMENT CO. INC.
1431 LANIER ROAD
WHITE PLAINS, GA 30678

BLANCHARD EQUIPMENT CO.
138 HIGHWAY 80 WEST
WAYNESBORO, GA 30830

ALAMO INDUSTRIAL
P. O. BOX 549
SEQUIN, TX 78156

**BURKE TRUCK & TRACTOR
COMPANY**
P. O. BOX 478
706 WEST 6TH STREET
WAYNESBORO, GA 30830

J & B TRACTOR COMPANY
ATTN: SAM JENKINS
3585 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

INTERSTATE EQUIPMENT CO.
ATTN: PAUL MCCORKLE
PO BOX 1198
143 NORTH SEYMOUR DRIVE
THOMSON, GA 30824

**FLINT CONSTRUCTION & FORESTRY
DIV**
PHILLIP MURPHEY
1900 WILLIAM FEW PARKWAY
GROVETOWN, GA 30813

OUTDOOR EQUIPMENT COMPANY
ATTN: STEVE DYE
3357 PEACH ORCHARD ROAD
AUGUSTA, GA 30906

GREENVILLE TURF & TRACTOR CO.
ATTN: MARK HENDRICKS
701 SANDY SPRINGS ROAD
PIEDMONT, SC 29673

BLANCHARD EQUIPMENT CO. INC
4266 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909

TRACTOR SUPPLY COMPANY
270 BOBBY JONES EXPY SUITE 190
AUGUSTA, GA 30907

RITCHIE TRACTOR
6725 ASHEVILLE HIGHWAY
KNOXVILLE, TN 37924

HARTLEY ENTERPRISES, LLC
17 OLD INDIAN TRAIL
MONETTA, SC 29105

MIDWEST TRACTOR SALES, INC
ATTN: DEWAYNE HART
27065 CRYSTAL LAKE ROAD
JERSEYVILLE, IL 62052

ADAMS TRACTOR OF SPOKANE
1602 EAST TRENT
SPOKANE, WA 99202

**BURKHARD'S TRACTOR,
TRAILERS, & EQUIPMENT**
4180 S. UNIVERSITY DRIVE
DAVIE, FL 33328

YANCEY RENTALS
4165 MIKE PADGETT HWY
AUGUSTA, GA 30906

AG-PRO COMPANY
1377 DOGWOOD DRIVE SW
CONYERS, GA 30012

BORDER EQUIPMENT
2804 WYLDs RD
AUGUSTA, GA 30909

TAKIYAH DOUSE
CENTRAL SERVICES DEPT.-ADM

RON CROWDEN
CENTRAL SERVICES DEPT-FLEET MAINT

PHYLLS MILLS JOHNSON
COMPLIANCE

BID ITEM #19-222
2019/2020 COMPACT UTILITY TRACTOR
CENTRAL SERVICES DEPT FOR FLEET
MAINTENANCE DIVISION
BID DUE: TUE 5/14/19 @ 11 a.m.

BID ITEM #19-222
2019/2020 COMPACT UTILITY TRACTOR
CENTRAL SERVICES DEPT FOR FLEET
MAINTENANCE DIVISION
MAILED: 4/4/19

Item # 2

	VERMEER SOUTHEAST SALES & SERVICE 2019-04-03	toddversteeg@vermeersoutheast.com VerSteeg, Todd		
581804684	WADE TRACTOR & EQUIPMENT INC 2019-04-03	jimmy@wadetractor.com Wade, Jimmy	N	NOM
	WADE TRACTOR & EQUIPMENT INC 2019-04-03	jimmy@wadetractor.com WADETRACTOR, WADETRACTOR		
580533052	WALKER RHODES TRACTOR COMPANY INC 2019-04-03	acrook@walkerrhodetractor.com CROOK, ANDY	N	NOM
	WALKER RHODES TRACTOR COMPANY INC 2019-04-03	finance@walkerrhodetractor.com WEEKS, SUSAN		
	WALKER RHODES TRACTOR COMPANY INC 2019-04-03	smorton100@gmail.com MORTON, SAM		
	WALKER RHODES TRACTOR COMPANY INC 2019-04-03	wrtc@walkerrhodetractor.com RHODES, FOSTER		
582322585	WAYNE EVANS AUCTION CO INC 2019-04-03	grace@weaci.com WAYNEEVANS, WAYNEEVANS	N	NOM
582318295	WEST GEORGIA MOBILE HYDRAULIC INC 2019-04-03	chris@wgmhinc.com CHRIS@WGMHINC.COM, CHRIS@WGMHINC.COM	N	NOM
	WEST GEORGIA MOBILE HYDRAULIC INC 2019-04-03	tonywgmh@bellsouth.net TLA, TLA		
753063614	WILMAC INC 2019-04-03	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
300577125	Willys Access Sales & Service, LLC 2019-04-03	willysassi@aol.com Sullivan, Timothy	N	NOM
241069738	abuduoyeyemi 2019-04-03	OYEYEMI@GMAIL.COM abudu, oyeyemi	Y	AFA
200102985	advanced power equipment 2019-04-03	advancedpower@aol.com wallace, jerry	N	NOM
444465156	cross creek Farm & Ranch DBA Cross Creek 2019-04-03	crosscreekfarmandranch@yahoo.com Steen, Carl	N	NOM
255236004	johnsonwayne 2019-04-03	cj6004@hotmail.com johnson, wayne	Y	AFA
255236004	johnsonwayne 2019-04-03	cj6004@hotmail.com johnson, wayne	Y	AFA
582453365	lawson industries 2019-04-03	debras@lawsonindustries.com smith, debra	N	NOM
260922692	mcentyrephil 2019-04-03	philmc926@yahoo.com mcentyre, phil	N	NOM
205656893	monitorconstruction company, inc 2019-04-03	afain@monitorcorp.com Fain, Asa	Y	HIA
	monitorconstruction company, inc 2019-04-03	dhussey@monitorcorp.com Hussey, Diane		
010024502	nashville tractor 2019-04-03	leeboat@live.com boatenreiter, lee	N	NOM
669229518	ogunfowokanmotola 2019-04-03	foyintola@yahoo.com ogunfowokan, motola	Y	AFA
270789751	thats a beautiful yard 2019-04-03	thatsabeautifulyard@yahoo.com Bullock, Sharod	Y	AFA
010777955	usregistryconnect 2019-04-03	rfq@usregistryconnect.com usregistry, usregistry	N	NOM

ETHNIC GROUP	COUNT
African American	38
Asian American	5
Native American	3
Hispanic/Latino	3
Pacific Island/American	1
Non Minority	181
Not Classified	0
Total Number of Vendors	231
Total Number of Contacts	376

Item # 2



Administrative Services Committee Meeting
7/30/2019 1:15 PM
Diamond Lakes Scoring Towers Elevator Emergency Repair

Department: Central Services Department, Facilities Maintenance Division

Presenter: Takiyah A. Douse

Caption: Receive as information an emergency repairs to the Diamond Lakes Scoring Towers elevators by Thyssenkrupp Elevator Corporation for a total of \$116,849.00 funded through funds designated for Existing Facility Upgrades SPLOST VII.

Background: The Diamond Lakes' youth and adult scoring towers elevators have failed due to water intrusion as a result of the recent second floor of each tower's drain repair and flooring work conducted at the facility. The work was required to remedy poor drainage off the second floor concrete deck, and has been completed. As a result, the elevators are inoperable thus deny American with Disabilities access to the second and third floor of the scoring towers, if needed. Therefore, this incident warrant an emergency repair to curtail Augusta being noncompliant with ADA accessibility guidelines. In order to correct and complete this task in a timely and safe manner, Central Services hired Thyssenkrupp Elevator Corporation to complete the repair.

Analysis: This work was done under an emergency condition that warranted a timely response by CSD to minimize public exposure to a noncompliant ADA situation, and August's exposure to potential liability. CSD did not have sufficient in-house resources to complete all the required tasks in a timely manner and had to request assistance from outside local sources.

Financial Impact: Funds are available in the amount of \$116,849.00 in funds designated for Existing Facility Upgrades SPLOST VII.

Alternatives: 1. Receive as information, emergency repairs provided by Thyssenkrupp Elevator Corporation to the Diamond Lakes Scoring Towers elevator for a total of \$116,849.00. 2. Do not make the repairs and keep the facility closed.

Recommendation: Receive as information and approve alternative one

**Funds are
Available in the
Following
Accounts:** This project is funded through current year SPLOST 7
designated for Existing Facility Upgrades. 329051120-5413120
(JL 216057902)

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**

Takiyah A. Douse

From: Sheila Paulk
Sent: Wednesday, July 03, 2019 11:37 AM
To: Takiyah A. Douse; Geri Sams; Andy Oates
Cc: Ronald Houck; Lonnie Wimberly; Natascha Dailey; Tony McDonald; Jarvis Sims
Subject: RE: Emergency Procurement

Ms. Douse,

How long has the elevators been out?

Ms. Sams has approved the Emergency Repair for Diamond Lakes Community Center - Elevators **(to meet ADA requirements)**. **Please proceed**. The estimated cost for repair is **\$116,849.00**; therefore, an Agenda Item **will** need to be entered into Muni-Agenda for Commission as information.

Sec. 1-10-57. Emergency procurement selection method.

Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta, Georgia Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services when there exists a threat to public health, welfare, or safety, or **where daily operations are affected**; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. **A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta, Georgia Commission at their next regular meeting in the case of public works contracts as defined by Georgia Law or other Augusta, Georgia purchases when the value of the purchase exceeds twenty-five thousand dollars (\$25,000).**

In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.

In the event the Board of Commissioners of Augusta, Georgia determines at an open meeting of which minutes are recorded, that an emergency exists, and there is an immediate need for goods, materials or supplies to relieve said emergency, the Board of Commissioners shall be allowed to approve purchases without bids in the event the Board has determined an emergency exists, but all such declarations of emergency shall be in strict accordance with applicable State law defining "emergency." (1975 Ga. Laws p. 4334 as amended).

If you have any questions or require additional assistance, please do not hesitate to call or email me.

From: Takiyah A. Douse <TDouse@augustaga.gov>
Sent: Wednesday, July 03, 2019 10:25 AM

Item # 3

To: Geri Sams <gsams@augustaga.gov>; Andy Oates <AOates@augustaga.gov>
Cc: Sheila Paulk <SPaulk@augustaga.gov>; Ronald Houck <rhouck@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>; Natascha Dailey <NDailey@augustaga.gov>; Tony McDonald <WMcDonald@augustaga.gov>
Subject: Emergency Procurement

Ms. Sams,

In accordance with Procurement Policies and Procedures 2015 Sec. 1-10-57 concerning emergency procurements, I render the following communication:

The Diamond Lakes youth and adult scoring tower elevators have failed due to water intrusion as a result of the recent drain repair and flooring work conducted at the facility. The work was required to remedy poor drainage off the second floor concrete deck, and has been completed. As a result, the elevators are inoperable thus denying Americans with Disabilities access to the second and third floor of the scoring tower, if needed.

Central Services recommends ThyssenKrupp to make the necessary repairs at an estimated cost of \$116,849.00 (quote attached). Funds are available through SPLOST 7 Existing Facilities.

Your expedited approval of this procurement is greatly appreciated.

Thanks,
 Takiyah

Takiyah A. Douse | Central Services Director
Augusta 311 - Facilities Maintenance - Fleet Management - Real Estate - Records Retention
Augusta - Richmond County
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-828-7174 | (f) 706-796-5077
TDouse@augustaga.gov | www.augustaga.gov



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AED:104.1



Repair Work Order

Diamond Lake Scoring Towers

June 30, 2019

Purchaser: City of Augusta

Address: 535 Telfair Street

Augusta, GA 30901

Location: Diamond Lake Scoring Towers

Address: 4335 Windsor Spring Rd

Augusta, GA 30815

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **One Hundred Sixteen Thousand Eight Hundred Forty Nine Dollars (\$116,849.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
US468724	Water Intrusion Damage	Operational
US468689	Water Intrusion Damage	Operational

In the event you have any questions regarding the content of this Proposal please contact me at +1 470 9856334
We appreciate your consideration.

Regards,

John Kennedy
thyssenkrupp Elevator Corporation
3005 Chastain Meadows Pkwy Ste 100
Marietta GA 30066
john.kennedy@thyssenkrupp.com | +1 470 9856334

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein.
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.



Repair Work Order

Scope of Work

ThyssenKrupp Elevator proposes to furnish the necessary labor and material in response to the water damage at the above referenced location. This scope of work will include the below components for EACH elevator:

- Submersible power unit complete
- Transformer
- Solid state starter
- Power supply
- Controller relay
- PC board I/O
- 221 processor board
- Circuit board

Replacing of each submersible power unit complete will consist of the following steps:

- Draining the existing system of as much spoiled oil as possible
- Disposal of the spoiled oil
- Cleaning/flushing out of remaining hydraulics system
- Removal and disposal of the existing power unit
- Installation of new power unit that will include new pump, motor, and valve assembly
- Repipe as necessary to accommodate new power unit
- Adding up to 3 drums of new hydraulic oil.

Replacement of jack packing followed by completion of a no load pressure test will also be included in this scope of work.

As with all water issues, these are the components that we have identified as needing replacement at this time. Once these components are replaced, we will continue to troubleshoot. If any further work is found to be needed, an additional proposal will follow.

(End Scope of Work)



Repair Work Order

Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.



Repair Work Order

Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$58,424.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

City of Augusta
(Purchaser):

thyssenkrupp Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)
Lonnie Wimberly

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

Ryan Bunn

Branch Manager

(Date of Execution)

Please contact _____ to schedule work at the following phone number _____


**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Please Remit To: thyssenkrupp Elevator Corporation
PO Box 3796
Carol Stream, IL 60132-3796

Attn: Lonnie Wimberly
City of Augusta
535 Telfair Street
Augusta GA, 30901

Date	Terms	Reference ID	Customer Reference # / PO
June 30, 2019	Immediate	ACIA-1L5PHFU	
Total Contract Price:			\$116,849.00
Down Payment:			(50%) \$58,424.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 470 9856334. To make a payment by phone, please call 786-336-5339 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City of Augusta	Remit To:
Location Name:	Diamond Lake Scoring Towers	thyssenkrupp Elevator
Customer Number:	2802670	Corporation
Quote Number:	2019-2-710597	PO Box 3796
		Carol Stream, IL 60132-3796
Reference ID:	ACIA-1L5PHFU	
Remittance Amount:	\$58,424	



Repair Completion Notice to be signed at job completion

Date: _____
 Repair Job #: _____
 Building Name: Diamond Lake Scoring Towers
 Street Address: 4335 Windsor Spring Rd
 City State, Zip: Augusta, GA 30815

Dear Lonnie Wimberly,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Lonnie Wimberly

Print or Type Name

Customer Signature: _____

Signature of Authorized Individual

Title: _____

Print or Type Title

Date: _____

Date of acceptance

Customer Email: lwimberly@augustaga.gov

Customer Email

thyssenkrupp Representative

Name: John Kennedy

Print or Type Name

Signature: _____

Signature of Authorized Individual

Title: Sales Rep

Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

☐ Sales Department

☐ Service Department

☐ Branch Manager

☐ Repair Department

Phone Number

Comments:



**Administrative Services Committee Meeting
7/30/2019 1:15 PM
Disparity Study Update**

Department: Compliance

Presenter: Treza Edwards

Caption: Provide Commission with an update on the disparity study.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance
Procurement
Law
Administrator
Clerk of Commission**

AUGUSTA, GEORGIA

COMPLIANCE DEPARTMENT
COMPLIANCE DIRECTOR: TREZA EDWARDS

DISPARITY STUDY UPDATE

To: Mayor Hardie Davis, Jr.
Commissioner Sean Frantom
Commissioner Sammie Sias
Commissioner Bill Fennoy
Commissioner Mary Davis
Commissioner Ben Hasan
Commissioner Dennis Williams
Commissioner John Clarke
Commissioner Marion Williams
Commissioner Bobbie Williams
Commissioner Brandon Garrett

Augusta
GEORGIA
COMPLIANCE DEPARTMENT

WHAT IS A DISPARITY STUDY?

Disparity Studies examine whether or not there is evidence of discrimination affecting minority-and women-owned firms. Disparity studies are one way for government agencies to examine whether programs are needed to assist minority-and women-owned businesses in government contracting and purchasing.

CURRENT STATUS

What Augusta currently has

- ✧ Augusta Georgia has a DBE program for federally funded projects and a local small business opportunity program, which is gender/race **neutral**.

Does Augusta need a disparity study?

- ✧ If the government wants a race/gender **conscious** program, a disparity study is needed to legally implement and defend the program. Augusta is currently enjoined from having a race/gender **conscious** program, but there is nothing stopping Augusta from implementing a race/gender conscious program that meets constitutional standards.

WHAT IS NEEDED TO MOVE FORWARD WITH DISPARITY STUDY

Costs

- ❧ Approximately \$275,000-325,000
- ❧ If Augusta chooses to have add-ons such as Ordinance Drafting, Program Implementation, and Goal Setting, the cost would be approximately \$380,000-400,000
- ❧ In the event Augusta Georgia was sued based on the disparity study or program implementation, the costs for the firm selected to serve as an expert witness, could range from \$200.00-400.00 per hour.
- ❧ These are only approximate costs based consultation with colleagues in similar jurisdictions

Documents/Records

- ❧ 1. All awards or payment records,
or
- ❧ 2. Contracts/POs for last 5 years
- ❧ 3. Bid Tabulations for 5 years
- ❧ 4. List of all Solicitations for 5 years
- ❧ 5. Vendor List
- ❧ 6. Monthly Utilization Reports from Compliance Department

PROCESS TO PROCURE & TIME TO COMPLETE DISPARITY STUDY

- Request For Proposal (RFP) is the suggested procurement process for disparity studies by Augusta Richmond County, but one jurisdiction indicated they have acquired disparity studies through their legal department
- Time to complete the disparity study is approximately 12 months **(this does not include the needed time for the RFP process, approximate time to complete RFP process is 6 to 10 weeks)**

PATH FORWARD

Is it the will of the Commission to move forward with conducting a disparity study?

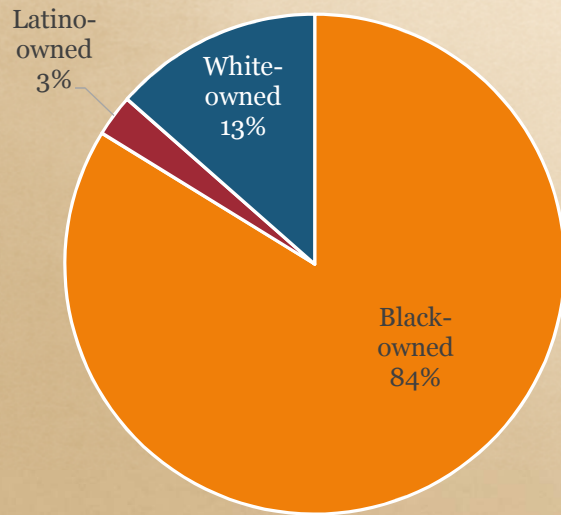
AUGUSTA, GEORGIA

COMPLIANCE DEPARTMENT

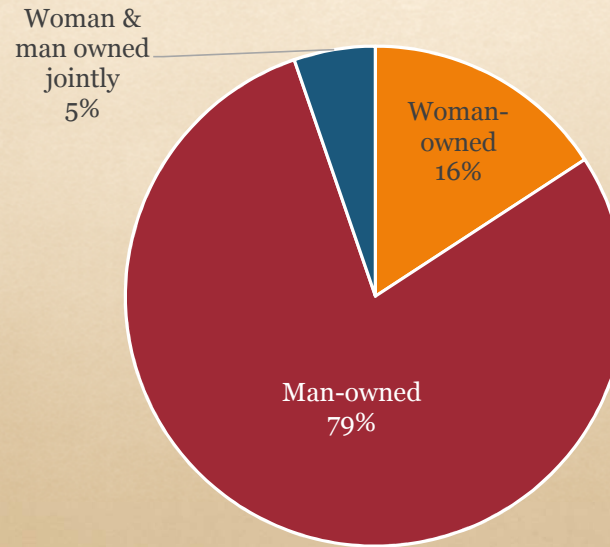
LSBOP UPDATE
CURRENT LSB COUNT: 38
JULY 2019

LSB Breakdown by Owner Ethnicity and Sex out of 38 Registered LSBs

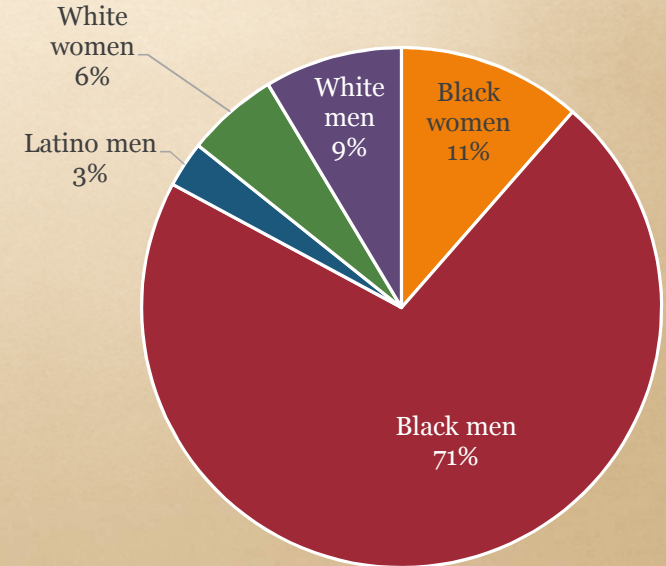
By Ethnicity



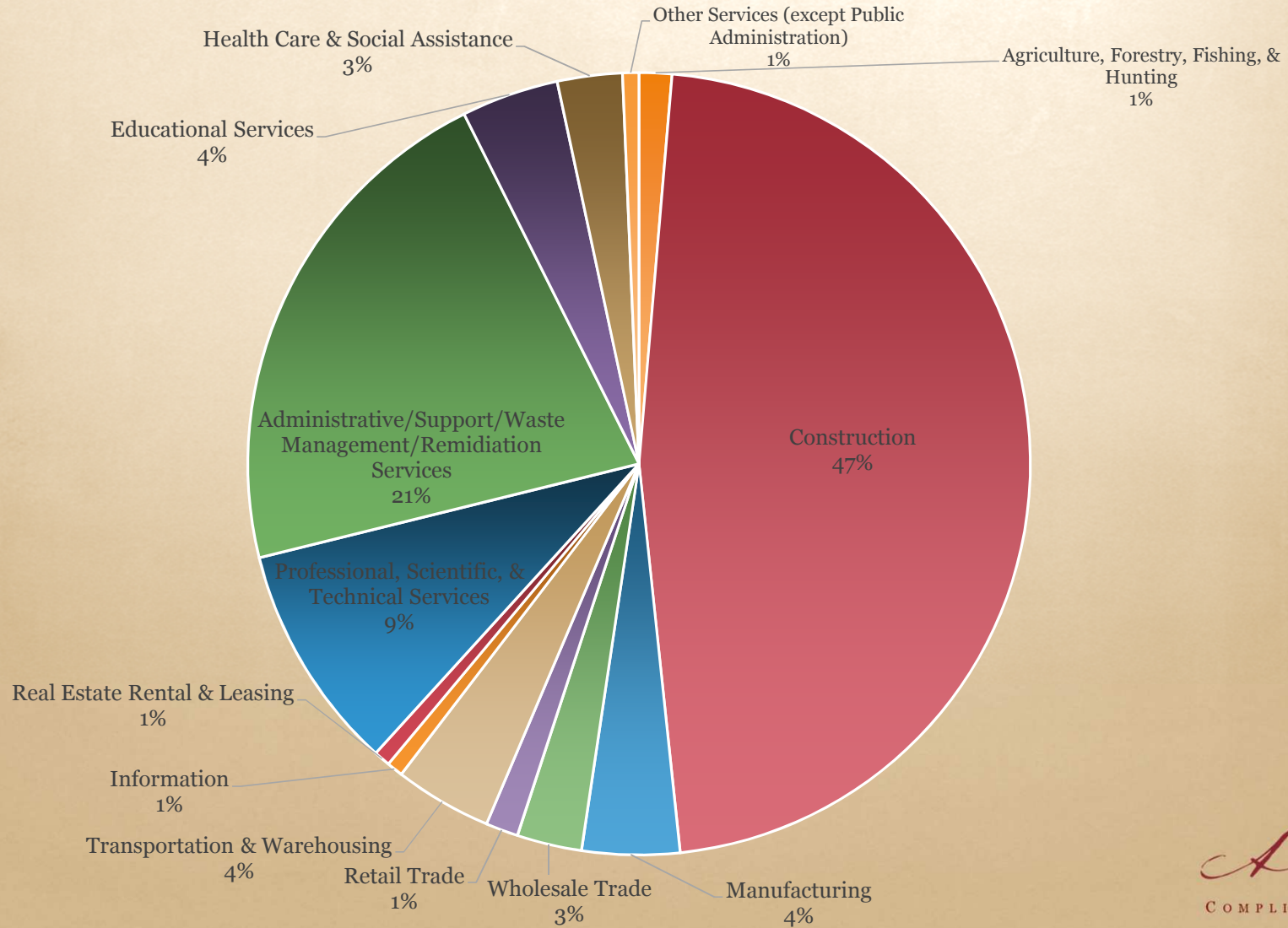
By Sex



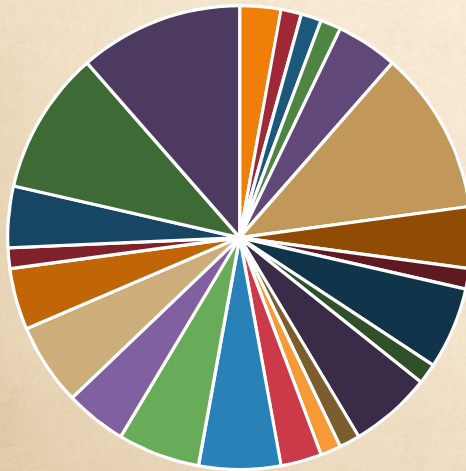
By Owner



LSB Breakdown by NAICS (38 LSBs)

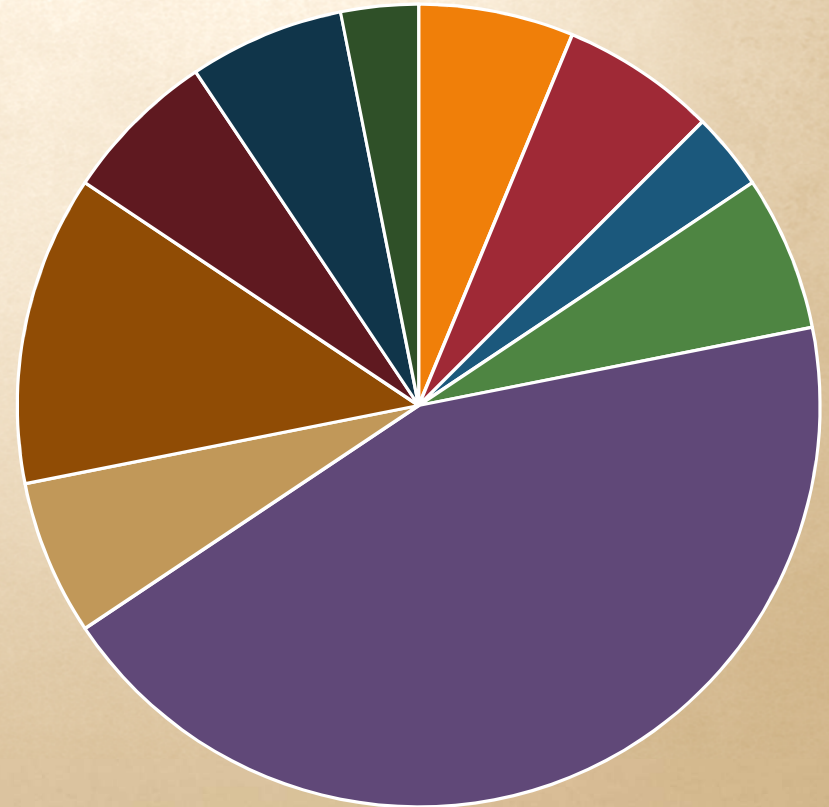


Construction



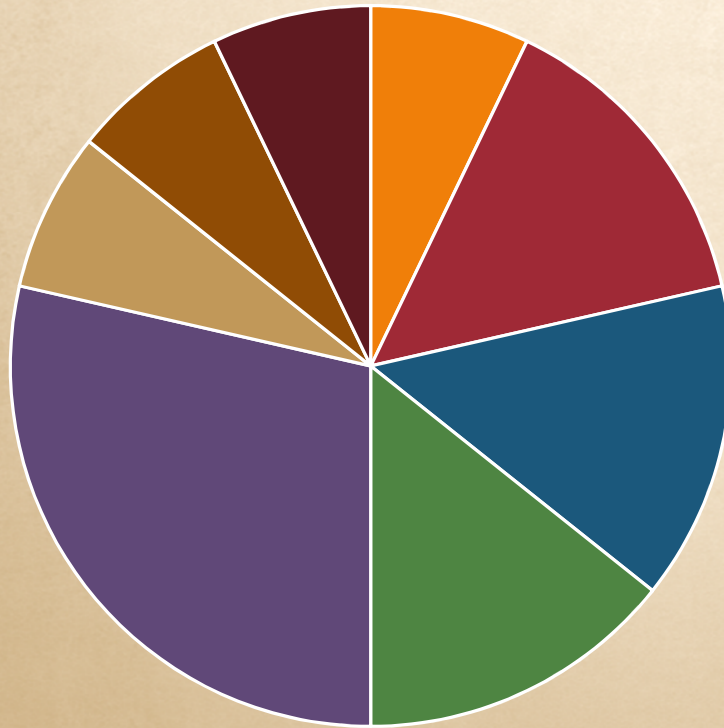
- Residential Remodelers
- Other
- Industrial Building Construction
- Commercial/Institutional Building Construction
- Water, Sewer Line, & Related Structures Construction
- Highway, Street, & Bridge Construction
- Poured Concrete Foundation & Structure
- Framing
- Masonry
- Glass/Glazing
- Roofing
- Siding
- Other Foundation, Structure, & Building Exteriors

Administrative/Support/Waste Management/Remediation Services



- Office Administration
- Facilities Support
- Temp Help
- Janitorial
- Landscaping
- Other Services to Buildings/Dwellings
- Other Waste Collection
- Solid Waste Landfill

Professional, Scientific, & Technical Services



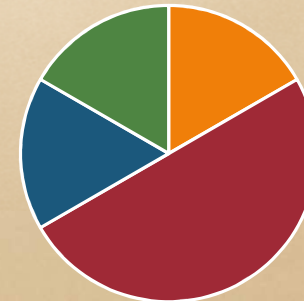
- Engineering
- Graphic Design
- Custom Computer Programming
- Other Computer Related Services
- Admin Management/General Management Consulting
- Human Resources Consulting
- Other Management Consulting
- Other Scientific/Technical Consulting

Manufacturing



- Commercial Printing (except Screen/Books)
- Ready-Mix Concrete Manufacturing
- Other
- Mattress Manufacturing
- Sign Manufacturing

Transportation & Warehousing



- General Freight Trucking (Local)
- Specialized Freight Trucking, Local
- Special Needs Transportation
- All Other Transit & Ground Passenger Transportation



Administrative Services Committee Meeting
7/30/2019 1:15 PM
HCD_ Citizen Advisory Committee (CAC) By-laws Revisions

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to approve the By-laws revision request of the HCD Citizen Advisory Committee.

Background: The U.S. Department of Housing and Urban Development (HUD) under authority to it by the Housing and Community Development Act of 1974, as amended, requires each jurisdiction (city, county, etc.) to adopt a ‘citizen participation plan’ which must provide for and encourage citizens to participate in the development of the consolidated plan, any substantial amendments to the consolidated plan, and the performance report. These requirements are to especially encourage low-and-moderate income citizen participation where Community Development Block Grants (CDBG) are employed or sought. Accordingly, low-and-moderate income citizens, non-profit organizations, relevant advocacy groups, and interested parties must be involved in the preparation of the Consolidated Plan (Con Plan) through the mechanisms set up in the Citizen Participation Plan (Citizen Plan). The Con Plan approach is a means to meet the requirements of the CDBG Program. The Citizen Plan requires, at a minimum, citizen input during three (3) stages of the Con Plan; A) The Proposed Plan (Con Plan), B) Substantial Amendments to the Proposed Plan (Con Plan), C) Performance Reports. The Citizens Advisory Committee shall act as a representative body for the citizens of Augusta, Georgia and serve in an advisory capacity to the Housing and Community Development Department and approved via the Augusta, GA Commission.

Analysis: The approval of the revised CAC by-laws outlines supplementary collaboration between HCD and the CAC.

Financial Impact:

Cover Memo

Item # 5

The approval of the submitted revisions will enable the Citizen Advisory Committee to proceed in agreeance using the aforementioned By-laws as a basis.

Alternatives: Do not approve HCDs Request

Recommendation: Motion to approve the By-laws revision request of the HCD Citizen Advisory Committee (CAC).

**Funds are
Available in the
Following
Accounts:** Not Applicable

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

MARKED- UP VERSION

AUGUSTA, GEORGIA
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (AHCD)
CITIZENS' ADVISORY COMMITTEE BY-
LAWS

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The following bylaws shall apply to the Augusta, Georgia Housing and Community Development Department's (HCD's) Citizens Advisory Committee established as a part of Augusta's Citizen Participation Plan for Community Development Programs financed in whole or part by the U.S. Department of Housing and Urban Development (HUD).

ARTICLE 1. DEFINITIONS

The following definitions shall apply to the terms below as they may appear throughout the bylaws:

Action Plan — A one-year plan that gives specific information about how Augusta, Georgia will use CDBG, HOME, ESG, HOPWA and other related federal funds to work toward reaching the goals set forth in the City's Consolidated Plan.

Consolidated Plan — The document submitted to HUD that serves as the planning document for Augusta, Georgia, and an application for funding under the following formula grant programs: CDBG, HOME, ESG, and HOPWA, which is prepared in accordance with the applicable federal regulations.

Community Development Block Grant (CDBG) — Federal program created for community development as a result of Title I of the Housing and Community Development Act of 1974, as amended.

Emergency Shelter Grant (ESG) — Federal program created specifically to assist homeless persons as a result of Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

HOME Investment Partnerships (HOME) — Federal program created to implement local housing strategies designed to increase homeownership and affordable housing opportunities for low and very low-income Americans as a result of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990.

Housing Opportunities for Persons with Aids (HOPWA) — Federal program created through the National Affordable Housing Act of 1990 and authorized by the AIDS Housing Opportunity Act of 1992. Funds are authorized for use for housing and supportive services for persons medically diagnosed with HIV/AIDS.

Neighborhood Stabilization Program (NSP) — Federal program created through Congress to help cities, counties and states deal with community problems that are the result of the mortgage foreclosure crisis in the nation.

I

ARTICLE 11. FUNCTIONS AND ROLE

1. The Citizens Advisory Committee shall act as a representative body for the citizens of Augusta, Georgia and serve in an advisory capacity to the Housing and Community Development Department (formerly known as Housing and Economic Development) for all projects funded, or proposed to be funded, under the following HUD programs: Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Solutions Grant (ESG), Housing Opportunities for People with AIDS (HOPWA), and the Neighborhood Stabilization Program (NSP).

- ~~2. The Citizens Advisory Committee shall be provided an opportunity to review and comment on the Five year Consolidated Plan and the Annual Action Plan, pursuant to relevant Federal laws and Guidelines. Such Plan(s) shall be submitted to the Augusta Commission and HUD for approval. As part of this responsibility, the Citizens Advisory Committee will be allowed to attend and observe different meetings with the public and neighborhood associations.~~

The Citizen's Advisory Committee shall be provided an opportunity to actively participate in the final process of data review and presentation formatting, to ensure transparency and accountability on behalf of the citizens in Augusta-Richmond County, and to engage as a member of the process of formulating, yet waiving final determination of outcomes of, the Five-Year Consolidated Plan and the Annual Action Plan, pursuant to relevant Federal laws and Guidelines.

~~2. ———~~

- ~~3. The Citizens Advisory Committee shall have the responsibility of reviewing all Citizenry comments submitted in regards to the expenditure of funding to the Housing and Community Development Department. The Citizens Advisory Committee shall serve as "a voice" for the Citizens of Augusta, Georgia. All such comments will be submitted to the Housing and Community Development Department for consideration.~~

~~3. The Citizen's Advisory Committee may participate in reviewing and evaluating applications for programmed funds under the guidelines of the Augusta Housing and Community Development Department~~

4. The Citizens Advisory Committee shall submit the Citizenry comments and concerns to the Director of the Housing and Community Development Department. Said concerns shall be

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taken under advisement and addressed in a manner deemed appropriate by the Augusta Housing and Community Development Department in consultation with the Augusta Commission.

ARTICLE 111. MEMBERSHIP

1. General: The Citizens Advisory Committee shall consist often (10) members, each of whom shall represent one of the ten voting districts in Augusta, Georgia. Each member shall be nominated by the individual Commissioner representing District 1, District 2, District 3, District 4, District 5, District 6, District 7, District 8, ~~District~~ District 9, and District 10. All members shall be residents of Augusta and reside in the district of the appointing Commissioner.

~~Members of the advisory committee shall serve until their fixed term has expired and continue to serve until their successor is appointed and qualified by the Commissioner representing the respective Districts.~~

Members of the advisory committee shall serve until their resignation, disqualification or their successor is appointed and qualified by the Commissioner representing the respective Districts.

The term of members of the advisory committee appointed by Commissioners of the respective Districts shall automatically expire upon the termination of the appointing Commissioner's incumbency.

The advisory committee may also include an ex-officio, non-voting member of the Augusta Richmond County Commission.

2. Officers: The officers of the Citizens Advisory Committee shall consist of a Chairman, Vice-Chairman, and a Secretary.

CHAIRMAN

A Chairman shall be elected by the Citizens Advisory committee from among its members for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Chairman shall serve as such for no more than two (2) consecutive terms.

A. The Chairman shall preside over the advisory committee meetings and shall have the right to vote.

~~B. The Chairman shall decide all points of procedure, subject to these bylaws and the latest edition of Roberts Rules of Order, unless otherwise directed by the majority of the advisory committee in session at the time.~~

The Chairman will serve as the primary point of contact with the Director, Augusta Housing and Community Development Department.

C. The Chairman will coordinate scheduled meetings, agendas and subjects for discussion with the Director, Augusta Housing and Community Development Department.

VICE-CHAIRMAN

A Vice-Chairman shall be elected by the Citizens Advisory Committee from among its members in the same manner for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Vice-Chairman shall serve no more than two (2) consecutive terms.

- A. The Vice-Chairman shall serve as "Acting Chairman" in the absence of the Chairman or when that officer has to refrain from participation because of a conflict of interest and shall have the same powers and duties as the Chairman.
- B. The Vice-Chairman shall have the right to vote.
- C. Upon the resignation or disqualification of the Chairman, the Vice-Chairman shall assume the chairmanship for the remainder of the unexpired term or until a new Chairman is elected.

SECRETARY

A Secretary shall be elected by the Citizens Advisory Committee from among its members in the same manner for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Secretary shall serve no more than two (2) consecutive terms.

- A. The Secretary shall be responsible for keeping records of committee actions, including overseeing the taking of ~~minutes~~ minute's at all advisory committee meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each advisory committee member, and assuring that Housing and Community Development Department records are maintained.
- B. The Secretary shall have the right to vote.
- C. The Secretary shall be responsible for notifying the Clerk of Commission and the public with advanced notice of all meetings of the Housing and Community Development Department in accordance with the Georgia Open Meetings Act.
- D. The Secretary shall maintain a current roster of advisory committee members' homes address, email address, and telephone numbers, including a mobile phone number.
- E. In the absence of the Secretary, the Chairman will appoint another member to serve as Secretary for that meeting.

- F. Housing & Community Development will provide administrative assistance to the Secretary to the extent possible as determined by the Housing & Community Development Director. This support may include paper reproduction, folders, etc. Housing & Community Development will not allow advisory committee support to restrict its ability to carry out its primary service mission.

ARTICLE IV. POINT OF CONTACT

The Director of the Housing and Community Development Department, or the Director's designee, shall serve as a point of contact for the Citizens Advisory Committee. The Director, or designee, shall be willing to provide assistance to the Chairman in preparing items of discussion for the Citizen's Advisory Committee meeting agendas, providing assistance, when necessary to ensure the proper recording and transcribing of all meetings minutes, and providing assistance, when necessary, to ensure proper delivery of all related correspondence with advisory committee members. It is understood that the Director of the Housing and Community Development Department, or the Director's designee shall only be of assistance when deemed necessary, and that it remains the primary responsibility of the Chairman, Vice-Chairman, and Secretary to ensure that these matters are addressed in a timely matter.

ARTICLE V. VOTING

1. Each Citizens Advisory Committee member, including the Chairman, ViceChairman, and Secretary shall vote regarding the business of the advisory committee and the submission of comments from the Public. An advisory committee member shall abstain from voting in the event of a conflict of interest. The advisory committee member shall state for the record the basis for the abstention and complete a Statement of Potential Conflict of Interest form.
2. Voting by proxy or absentee is prohibited.

ARTICLE VI. ATTENDANCE REOUIREMENTS

Faithful and prompt attendance at all meetings of the Citizens Advisory Committee, and conscientious performance of the duties required of members, shall be a prerequisite to continuing membership on the advisory committee.

1. ~~Any member who for reasons other than sickness or bona fide emergency misses (a) three (3) consecutive regular meetings or (b) thirty (30%) percent of all meetings within a calendar year shall be recommended for replacement. Any member who is unable to attend a meeting, whether regular or special, shall contact the Chairman, Secretary, or designee, as soon as possible so that the Chairman can determine whether or not a quorum can be established.~~

1.—Any member who for reasons other than sickness or bona fide emergency misses three (3) consecutive regular meetings within a calendar year shall be recommended for replacement. Any member who is unable to attend a meeting, whether regular of special, shall contact the Chairman, Secretary, or designee, as soon as possible so that the Chairman can determine whether or not a quorum can be established.

2.—

~~3. The Chairman, Secretary, or designee, shall maintain a record of attendance for each advisory committee member. The Chairman shall notify the individual, the Clerk of Commission and the appointing Commissioner after a member misses three (3) consecutive meetings within a calendar year.~~

~~2.~~

~~2. The Chairman, Secretary, or designee, shall maintain a record of attendance for each advisory committee member. The Chairman shall notify the individual, the Clerk of Commission and the appointing Commissioner after a member misses three (3) consecutive meetings or thirty (30%) percent of all meetings within a calendar year.~~

The Chairman, Secretary, or designee, shall maintain a record of attendance for each advisory committee member. The Chairman shall notify the individual, the Clerk of Commission and the appointing Commissioner after a member misses three (3) consecutive meetings within a calendar year.

~~3.~~

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~~3. In the event of a violation of the attendance requirements, the Citizens Advisory Committee may vote to recommend to the Augusta Commission that a vacancy be declared and that the vacant position be filled in an expeditious manner.~~

~~4.~~

Article VII. QUORUM

At least four (4) members of the Citizens Advisory Committee must be present to constitute a quorum. When a quorum is not present, the advisory committee may conduct no business other than to re-set the date and time of the meeting, and to adjourn. A list of members and any votes taken shall accompany all advisory committee recommendations and resolutions or dissenting opinions.

Article VIII. MEETINGS

~~1. Regular Meetings: The Citizens Advisory Committee shall hold quarterly meetings on the fourth Thursday at the beginning of each quarter (January, April, July, and October). Said meetings will be at 3:00pm in the Conference Room of the Augusta Housing and Community Development Department, 925 Lancy Walker Blvd., Augusta, GA 30901, or in any other designated meeting place, provided the location is specified in all notices required by law. If a regularly scheduled meeting occurs on a legal holiday, the Chairman, with the concurrence of a majority of the advisory committee, may set an alternate date for the meeting. There will be an annual meeting in the month of December to elect new officers and conclude any outstanding business for that year.~~

~~At each quarterly meeting the Director, or designee, will provide a status update of projects listed in the Annual Plan, as approved by the Augusta Commission and HUD.~~

1. Regular Meetings: The Citizen's Advisory Committee shall hold monthly meetings on the fourth Thursday of each month. Said meetings will be at 2:00P.M. in the Conference Room of the Augusta Housing and Community Development Department, 925 Laney Walker Blvd., Augusta, Georgia 30901, or in any other designated meeting place, provided the location is specified in all notices required by law. If a regularly scheduled meeting occurs on a legal holiday, the Chairman, with the concurrence of a majority of the advisory committee, may set an alternate date for the meeting. At the meeting in the month of December new officers will be elected and any outstanding business for that year will be concluded.

~~At each regular meeting the Director, or designee, will provide a status update of projects listed in the Annual Plan, as approved by the Augusta Commission and HUD.~~

The Director, or designee, will assist in ensuring compliance with the Georgia Open and Public Meetings Act, in coordination with the Clerk of Commission. If a quorum is not present at a regular meeting of the advisory committee, a special meeting may be held within 14 working days from such scheduled meeting.

2. Special Meetings: Special meetings of the Citizens Advisory Committee may be called at any time by the Chairman. At least forty-eight (48) ~~hours notice~~ hours' notice of the time and place of special meetings shall be given to each member of the advisory ~~committee~~ committee and coordinated with the Director, Augusta Housing and Community Development Department. The Augusta Housing and Community Development Department shall have the responsibility of notifying the press and others as required by the Georgia Open and Public Meetings Act.

3. Cancellation of Meetings: Whenever there is no business for the Citizens Advisory Committee, the Chairman may dispense with a regular meeting by giving notice to all members and coordinated with the Director, Augusta Housing and Community Development Department, not less than twenty-four (4) hours prior to the time set for the meeting.

4. Recessed Meetings: Should the business before the Citizens Advisory Committee not be completed, the Chairman may recess the same from day-to-day until the matters before the committee are completed.

5. Open Meetings: All meetings of the Citizens Advisory Committee shall be open to the public. However, members of the public shall not address the advisory committee unless invited to do so by the Chairman.

6. Rules of Order: Meetings shall be conducted in an orderly manner to ensure the fair treatment of all persons and issues before the advisory committee. The latest version of Roberts Rules of Order Newly Revised shall be available for reference when procedural issues are to be resolved.

Article rx. NOTICE AND PUBLIC INFORMATION

- (1) The Director, or designee, shall be responsible for ensuring compliance with the Georgia Open Records and Open Meetings Act.
- (2) The Director, or designee, is required to comply with the guidelines pertaining to matters of public notice and scheduling as provided by the Clerk of Commission.

Article X. LIMITATION OF POWERS

Citizen Advisory Committee members shall operate within the charge given by the Augusta Commission and in compliance with statutes and ordinances of Augusta, Georgia. Nothing contained in this statement of policies and procedures shall be construed to be in conflict with any state law or City of Augusta nor Richmond County ordinance. Should there be an appearance of conflict, the appropriate state law or city/county ordinance shall prevail.

Neither the Citizens Advisory Committee, nor any member thereof, shall:

- o Possess authority over the Augusta Housing and Community Development Department; o Incur City/County expense or obligate the City/County in any manner;
- o Independently investigate citizen complaints against a City/County department or an employee of the department;
- o Conduct any activity that might constitute or be construed as an official governmental review of departmental or employee actions;
- o Conduct any activity that might constitute or be construed as establishment of City/County or department policy,
- o Violate the confidentiality of any information related to matters involving pending or forthcoming grant allocation including but not limited to ~~subrecipients~~ subrecipient/applicant financial information, credit worthiness, assets, debts, obligations, or commitments.

The activities of the citizen advisory committee shall, at all times, be conducted in accordance with all federal, state, and local laws.

Article M. AMENDMENTS

These by-laws applicable to the Citizens Advisory Committee may be amended or revised by the affirmative vote of six (6) members of the Augusta Commission. All amendments or revisions to these by-laws shall be filed with the Clerk of Commission.

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Administrative Services Committee Meeting
7/30/2019 1:15 PM
HCD_ Down Payment Assistance request (2)

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.

Background: Augusta, GA's (administered by HCD) Down Payment Assistance Program is a loan, given to a prospective homeowner in the form of a second mortgage. This financial assistance is combined with a primary loan (first mortgage loan) from a participating lending institution and enables a qualified first-time home buyer to become a homeowner. The buyer must be a first-time home buyer and the home must become the buyer's primary residence. The program is funded by the U.S. Department of Housing and Urban Development (HUD) and administered by Augusta, GA's Housing and Community Development Department (HCD). The program promotes neighborhood stability by assisting with the gap financing towards the purchase price and closing costs for homes located within the limits of Augusta-Richmond County. Two applications awaiting approval to move forward with the process of becoming a homeowner is: 1. 1809 Rose Lane, Augusta, GA 30904 \$5,000 2. 2704 Davis Mill Road, Hephzibah, GA 30815 \$5,000 The application has a first mortgage from a lending institution but needs down payment assistance to complete the process. A prospective homeowner is only eligible to receive up to \$5,000 if they are purchasing a single-family dwelling in Augusta Richmond County area. Once approved, Lenders will schedule closing and the applicant will soon be on their way to homeownership in Augusta – Richmond County.

Analysis: The approval of the application (2) will enable individuals to become a homeowner and "Make the American Dream a Cover Memo Item # 6

Reality”. Approval will also have a positive impact on the community by increasing the tax base in Augusta, Georgia.

Financial Impact: The City receives funding from the US Housing and Urban Development Department (HUD) on an annual basis. This approval would be for the total amount of \$10,000 given in the form of a second mortgage (forgiven on the fifth year after closing date), and shown as a second lien against said property until forgiven.

Alternatives: Do not approve HCDs Request.

Recommendation: Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.

Funds are Available in the Following Accounts: Housing and Urban Development (HUD) Funds: a) HOME Investment Partnership Grant (HOME) funds org key: 221073212

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission



HOME PROGRAM HOMEBUYER WRITTEN AGREEMENT

NOTICE TO HOMEBUYER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). Be sure to read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT, made and entered into this ____ day of ____, **20__** by and between _____ hereinafter referred to as “BORROWER,” and **AUGUSTA HOUSING & COMMUNITY DEVELOPMENT** having its principal office at **925 Laney Walker Blvd, 2nd Floor, Augusta, Georgia 30901**, hereinafter referred to as “LENDER.”

WHEREAS, on _____, the Lender agreed to provide to the Borrower financial assistance to be used in pursuit of the purchase of certain real property hereafter described; _____
Map Parcel # _____ and

WHEREAS, a percentage of said financial assistance was provided in the form of a Forgivable Loan, hereinafter referred to as a “LOAN,” with said Loan being in the amount of _____, subject to the condition that the Borrower executes this Agreement.

WHEREAS, the Forgiveness Loan is funded by the U.S. Department of Housing and Urban Development (“hereafter HUD”) via the HOME Investment Partnership Program (hereafter “HOME Program”), and restrictions apply to the Borrower when participating in the City of Augusta’s Forgiveness Loan Program.

NOW THEREFORE, in consideration of the said Loan and in accordance with the provisions of State of Georgia Statues, the parties do hereby agree as follows:

The Borrower covenants and agrees with the Lender to adhere to the following HOME Program Restrictions imposed on them for the federal assistance provided:

Affordability Period

Name of Homebuyer & Property Address
 HOME Program – Homebuyer Written Agreement

Item # 6
 Page 1 of 6

You must comply with the HOME Program's period of affordability. The period of affordability for the home will be _____ years, based on the amount of the direct subsidy to the HOMEBUYER. During this _____ year period, the HOMEBUYER must maintain the home as his/her **principal place of residence** at all times. During this time the recapture restriction is effective and requires all HOME funds that were provided for the purchase of the home to be repaid to the City, including principal, interest, late fees, and other charges, if you do not occupy the property as your principal residence or if you sell or transfer the property.

Maximum Sales Price

The property may not have a purchase price for the type of single family housing that exceeds 95% of the median purchase price for the area. It has been verified that the purchase price of the housing does not exceed 95 percent (95%) of the median purchase price of homes for the area, as set forth in 24 CFR Part 92.254(a).

The maximum purchase price is as follows for the Augusta Richmond County GA:

Unit #	FHA Limits Pre-Economic Stimulus Act	
	Existing Homes	New Homes
1 Unit	\$ 152,000	\$ 227,000
2 Unit	\$ 195,000	\$ 291,000
3 Unit	\$ 236,000	\$ 352,000
4 Unit	\$ 292,000	\$ 436,000
Unadjusted Median Value	\$ 160,000	\$ 239,000

Appraised property value

The AWARDEE certifies that a certified property appraiser has appraised the property that is the subject of this AGREEMENT at a value of \$_____.

Principal residence requirement

This agreement shall remain in force throughout the affordability period as long as the home remains the principal residence of the HOMEBUYER. Should the HOMEBUYER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the HOMEBUYER will be in breach of this agreement and will be required to repay any amount that has not yet been forgiven, as set forth in Section 5 of the AGREEMENT, as of the day the home is no longer the principal place of residence of the HOMEBUYER. If the home is sold to another party, the liability of the HOMEBUYER will be limited to the amount of the net proceeds of the sale as set forth in Section 7 below.

_____ *Buyer Initials*

Recapture Agreement

This is a mechanism to recapture all or a portion of the direct HOME subsidy if the HOME recipient decides to sell the house within the affordability period at whatever price the market will bear. The recaptured funds will come from the net proceeds if available. Any such repayment as required shall be made to the Lender no later than thirty (30) days following the action that require the repayment.

Obligation of Repayment

As security of Borrower's obligation of repayment, and subject to the terms and conditions of this Agreement, the Borrower grants, and the Lender shall and hereby does have, a lien on the real estate hereinafter described in the full amount necessary to satisfy said repayment obligation and the cost, including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is legally described as:

ALL THAT LOT OR PARCEL OF LAND, (Add lot Description)

Promptly after the date of any sale, transfer or other conveyance of the above describe property, or in the event of a sale by contract for deed, at least ten (10) days prior to the date of such sale; or if the property shall cease to be the Borrower's **principal place of residency**, the Borrower or his/her heirs, executors, or representatives shall give the lender notice thereof.

In the event the Borrower or his/her heirs, executors, or representatives shall fail or refuse to make a required payment within said limited period, the Lender may, with or without notice to the Borrower, foreclose said lien in the same manner as an action of the foreclosure or mortgages upon said real estate, as provided by State Statute.

Ownership of Property

You must hold fee simple title to the property purchased with HOME funds for the duration of your Forgiveness Loan.

Use of HOME funds

The HOMEBUYER agrees that the HOME assistance will be used to lower the cost of the home by providing down payment assistance. This will reduce the sales price of the home to the HOMEBUYER and reduce the total amount the HOMEBUYER will be required to borrow in order to purchase the home.

_____ *Buyer Initials*

Household Income

Name of Homebuyer & Property Address
HOME Program – Homebuyer Written Agreement

Item # 6
Page 3 of 6

You must be an eligible household through the time of filing a loan application with the City or other lender to the escrow closing of the purchase transaction. Income eligibility means that your annual gross household income, adjusted for household size does not exceed eighty percent (80%) of the Augusta-Aiken median income, as established by HUD.

Insurance requirement

The HOMEBUYER must at all times during the duration of this AGREEMENT maintain a valid and current insurance policy on the home for the current appraised or assessed value of the home. Failure to maintain a valid and current insurance policy will be considered a breach of this AGREEMENT, and the AWARDEE will have the right to foreclose on its mortgage lien if necessary to protect the HOME Program investment.

Property standards

Pursuant to HOME Program rules, the property that is the subject of this AGREEMENT must meet all State and local housing quality standards and code requirements. If no such standards or codes apply, the property must at a minimum meet the HUD Section 8 Housing Quality Standards/Uniform Physical Condition Standards.

Termination Clause

In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restriction.

Further, if any Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the Prior Security Deed and (ii) the Lender shall not have cured the default under the Prior Security Deed within the 30-day notice sent to the Lender."

This Agreement shall run with the aforementioned real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

If at any time that the City realizes that you have falsified any documentation or information, you may be required by law to pay the full amount of subsidy provided.

_____Buyer Initials

Lead Requirement

Name of Homebuyer & Property Address
HOME Program – Homebuyer Written Agreement

Item # 6
Page 4 of 6

I understand that my house was built/or not built before 1978. I am in receipt of the “Protect Your Family from Lead in Your Home Booklet” and discussed with the staff of Housing and Community Development.

_____ *Buyer Initials*

Homeowner’s house was built before 1978 and has received a Lead Inspection Report.

_____ *Buyer Initials*

Post Purchase Requirement

Homeowner must attend a Post Homeownership Counseling class and submit a certificate of completion to AHCD within the first two years of purchasing the house. AHCD will not release the lien on the property until this requirement has been met.

_____ *Buyer Initials*

IN WITNESS WHEREOF, the Borrower has executed this Forgiveness Loan Repayment Agreement.

 HOMEBUYER SIGNATURE Date_____

Attest:

Subscribed and sworn to before me _____, 20____.

My Commission Expires _____, 20____.

 Notary Signature

Approved as to form: _____
 Augusta, GA Law Department

Date:_____

By: _____
 Hardie Davis Jr.
 As its Mayor

Date: _____

By: _____
 Jarvis Sims
 As its Interim Administrator

Date: _____

By: _____
 Hawthorne Welcher, Jr.
 As its Director, HCD

Date:_____

SEAL

 Lena Bonner
 As its Clerk



**Administrative Services Committee Meeting
7/30/2019 1:15 PM**

HCD_ J Lovett Homes: McQueen Court Affordable Housing Development Request

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide two (2) HOME funding agreements to J. Lovett Homes and Construction, LLC to develop two (2) family units for low to moderate income families on McQueen Court (Twiggs Street Corridor).

Background: Housing and Community Development and J. Lovett Homes and Construction, LLC is working together to promote affordable housing through partnership where J. Lovett Homes is currently working with local non-profits in constructing single family housing in Augusta. J. Lovett Homes is requesting that HCD assist in furthering affordable housing through continual partnership of providing HOME funds for the construction of two (2) additional units. HCD will provide 100% of funding and all sales proceeds will return to HCD to be utilized to construct other units. J. Lovett is requesting: 108 McQueen Court , Augusta, GA 30901: Total Construction Cost: \$135,861.10. Total Request \$135,861.10 116 McQueen Court, Augusta, GA 30901: Total Construction Cost: \$135,861.10 Total Request: \$135,861.10 The funding request is to assist with the cost associated with the construction of single family units.

Analysis: The approval of funding will allow J. Lovett Homes to construct two (2) single-family units to be sold to eligible low income homebuyer.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ \$271,722.20 to assist in construction cost of two (2) single family units.

Cover Memo

Item # 7

Alternatives:

Do not approve the funding to J. Lovett Homes and Construction LLC.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) to provide two (2) HOME funding agreements to J. Lovett Homes to develop single family units for low to moderate income families.

Funds are Available in the Following Accounts: Housing and Urban Development (HUD) Funds: Home Investment Partnership Program (HOME) funds. Org key: 221073212

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

CONTRACT**Between****AUGUSTA, GEORGIA****And****J. LOVETT HOMES & CONSTRUCTION, LLC.**

in the amount of

\$135,861.10

One Hundred Thirty-five Thousand Eight Hundred Sixty-One and 10/100

for Fiscal Year **2018**

Providing funding for

**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT
HOME FUNDING****“Single Family New Construction - 108 McQueen Court”**

THIS AGREEMENT (“Contract”), is made and entered into as of the th day of _____, 2019 (“the effective date”) by and between Augusta, Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “AHCD”) - with principal offices at 925 Laney Walker Blvd., 2nd Floor, Augusta, Georgia 30901, as party of the first part, hereinafter called “Augusta”, and J. Lovett Homes & Construction LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “J. Lovett” as party in the second part.

WITNESSETH

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

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual agreement with J. Lovett Homes for the administration of the eligible affordable housing development activities utilizing HOME Investment Partnerships (HOME) Program funds; and

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

WHEREAS, J. Lovett Homes has been selected and approved through a solicitation process for development partners to assist in the redevelopment of the Laney Walker/Bethlehem communities.

Initial _____

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

WHEREAS, J. Lovett Homes has requested and Augusta has approved a total of \$ 135,861.10 in grant funds to perform eligible activities as described in Article I, below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: J. Lovett Homes agrees to utilize approved HOME Program funds to support project related costs associated with the construction of a single family unit located at 108 McQueen Court to include:

1. Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
2. Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - ✚ Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but are not limited to: appliances, windows, HVAC, fixtures and first quality lumber. J. Lovett Homes is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges,

B. Use of Funds: HOME Investment Partnerships (HOME) Program funds shall be used by J. Lovett Homes for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of these funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of the funds under this Agreement:

An amount not to exceed \$135,861.10 shall be expended by J. Lovett Construction to support the construction of the single family unit.

1. Construction

An amount not to exceed sixteen percent (16%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-up shall be expended by J. Lovett Homes for construction costs related to the development of one single family detached homes identified as 108 McQueen Court. The design and specification of this property shall be approved by HCD prior to construction. Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to J. Lovett Homes for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as 108 McQueen Court. HCD will have the latitude to pay O&P directly the procured developer/contractor on a pay performance basis or upon the sale of the single family detached home identified as 108 McQueen Court.

Initial _____

C. Program Location and Specific Goals to be Achieved

J. Lovett Homes shall conduct project development activities and related services in its project area (also known as the Laney Walker Bethlehem Community) that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, Martin Luther King Boulevard and Walton Way and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of the funds by the J. Lovett Homes will be in compliance with 24 CFR Part 92. Notwithstanding any other provisions of this contract, J. Lovett Homes shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

J Lovett Homes will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of project funding as represented in Article II. C.2 of this Agreement. J Lovett Homes will carry out and oversee the implementation of projects to be funded with HOME Program funds. J. Lovett Homes agrees to perform the required services under the general coordination of the Augusta Housing and Community Development Department. In addition and upon approval by Augusta, J. Lovett Homes, may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

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

1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided J. Lovett Homes and HCD determine the progress is satisfactory. J. Lovett Homes shall utilize the AIA Form provided by HCD (See appendix). For invoicing, J. Lovett Homes shall include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by HCD, lien waivers for vendors and subcontractors, as specified in the Work Write-Up found in Exhibit B & E.
2. HCD will monitor the progress of the project and J. Lovett Homes' performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
4. Funds may not be transferred from line to line item in the project budget without the prior written approval of Augusta.

Initial _____

5. HCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until J. Lovett Homes and HCD determine that all HCD punch list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (HCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by J. Lovett Homes for construction costs related to the development of one single family detached home identified as 108 McQueen Court.

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

C. Timetable for Completion of Project Activities

1. J. Lovett Homes shall be permitted to commence with the expenditure of funds as outlined in said Agreement . J. Lovett Homes shall obligate and expend the designated funds by December 31, 2019. Based on the budget outlined in C.2 below, J. Lovett Homes will provide a detailed outline of critical project milestones and projected expenditures during the course of the development project as Exhibit C. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.
2. J. Lovett Homes agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100) for each consecutive calendar day after the expiration of the contract time of completion time, except for authorized extensions by Augusta.

D. Project Budget: Limitations

1. J. Lovett Homes shall be paid a total consideration of \$ 135,861.10 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of the J. Lovett Homes. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and J. Lovett Homes.
2. J. Lovett Homes shall adhere to the following budget in the performance of this contract.

A.	<u>Project Activity Cost</u>	\$ 135,861.10
	New Construction	
	TOTAL PROJECT COST:	\$ 135,861.10

*Initial*_____

ARTICLE IV. TERM OF CONTRACT

The term of this agreement shall commence on the date when this agreement is executed by Augusta and the J. Lovett Homes (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article I.D, or in accordance with ARTICLE IX: Suspension and Termination.

ARTICLE V. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to the J. Lovett Homes, or any subcontractor hereunder. All payments to the J. Lovett Homes by Augusta will be made on a reimbursement basis.
- B. J. Lovett Homes shall maintain a separate account and accounting process for funding sources.
- C. J. Lovett Homes shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to J. Lovett Homes's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by J. Lovett Homes for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request" form supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by Augusta later than sixty (60) calendar days after expiration date of this Agreement. Reimbursement request form is in Appendix A.
- G. J. Lovett Homes shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by the J. Lovett Homes.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

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

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of J. Lovett Homes. No person described above

who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. J. Lovett Homes in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Initial _____

- B. Augusta may, from time to time, request changes to the scope of this agreement and obligations to be performed hereunder by J. Lovett Homes. In such instances, J. Lovett Homes shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and J. Lovett Homes.
- C. Statutes, regulations, guidelines and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

J. Lovett Homes agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in J. Lovett Homes's publications and/or advertisements. (24 CFR 570.601).

B. Ownership Interest

J. Lovett Homes agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

C. Non-Discrimination

J. Lovett Homes. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.

D. Labor Standards

1. General: J. Lovett Homes agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with funds under this Agreement, J. Lovett Homes will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 570.603)
1. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

Initial _____

E. Environmental Standards

J. Lovett Homes agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 570.604).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), J&B Construct agrees that the funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

J. Lovett Homes agrees to take all reasonable steps to minimize displacement of persons as a result of an assisted activities. Any such activities assisted with the funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).

H. Non-Discrimination in Employment

J. Lovett Homes agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. J. Lovett Homes will in all solicitations or advertisements for employees placed by or on behalf of J. Lovett Homes, state

that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

J. Lovett Homes. agrees that low and moderate income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the Regulations and Section 570.608 of the CDBG Regulations, J. Lovett Homes agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

J. Lovett Homes. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, J. Lovett Homes agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by J. Lovett Homes for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if J. Lovett Homes fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Agreement, timely expenditure of funds means J. Lovett Homes shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

J. Lovett Homes shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. J. Lovett Homes agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

J. Lovett Homes shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Initial _____

Q. Equal Employment Opportunity

J. Lovett Homes agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Commitment to Non-Discrimination

J. Lovett Homes will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. J. Lovett Homes will take appropriate action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or J. Lovett Homes social status. J. Lovett Homes agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. Ga. 2007), J. Lovett Homes agrees to comply with any federally mandated requirements as to minority and women-owned business enterprises in connection with HOME supported activities.

ANY LANGUAGE INCLUDED HEREIN THAT VIOLATES OR IS INCONSISTENT WITH THE MARCH 14, 2007 COURT ORDER IN THE CASE, THOMPSON WRECKING, INC. V. AUGUSTA, GEORGIA, CIVIL ACTION NO. 1:07-CV-019 9S.D. Ga. 2007), IS VOIDABLE BY THE AUGUSTA GOVERNMENT.

S. Religious Influence

J. Lovett Homes will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. J. Lovett Homes will not discriminate against any person applying for shelter on the basis of religion. J. Lovett Homes will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

T. Indirect Costs

Indirect costs will only be paid if J. Lovett Homes has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

U. Travel

If applicable, J. Lovett Homes shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

Initial _____

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event J. Lovett Homes materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in

ARTICLE I, Scope of Services, Augusta may withhold cash payments until J. Lovett Homes, Inc. cures any breach of the agreement. If J. Lovett Homes fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for the J. Lovett Homes program.

- B. Notwithstanding the above, J. Lovett Homes shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to J. Lovett Homes for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates the Agreement, Augusta shall pay J. Lovett Homes for documented committed eligible costs incurred prior to the date of notice of termination.

- D. Notwithstanding any termination or suspension of this Agreement, J. Lovett Homes shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
530 Green Street, Suite 801

Augusta, Georgia 30911

With copies to:

Augusta Housing and Community Development Department
925 Laney Walker Blvd., 2nd Floor
Augusta, Georgia 30901

J. Lovett Homes and Construction LLC. will receive all notices at the address indicated below:

J. Lovett Homes and Construction LLC
ATTN: Jozell Lovett
3062 Damascus Road, Suite G
Augusta, GA 30909

Initial _____

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

J. Lovett Homes shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, J. Lovett Homes shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of J. Lovett Homes handling or charged with the responsibility for handling funds and property pursuant to this contract. J. Lovett Homes shall procure and provide, for approval by the Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, J. Lovett Homes shall procure officers and directors liability insurance under policies to be approved by the Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants or employees shall invalidate any insurance coverage for other named insured. No insurance policy providing insurance coverage required to be provided by J. Lovett Homes hereunder shall be cancelable without at least fifteen days advance written notice to the Grantee. All

insurance policies required hereunder or copies thereof shall be promptly submitted for approval by the Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

Initial _____

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form:

Augusta, GA Law Department

Date: _____

By: _____
Hardie Davis
As its Mayor

Date: _____

By: _____
Jarvis Sims
As its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

J. Lovett Homes and Construction LLC.

(Grantee)

SEAL:

By: _____

Its: _____

(Plain witness)

APPENDIX A

Statutes: (Available on Request)

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

Reimbursement Form

APPENDIX B
REPORTING REQUIREMENTS

J.Lovett Homes shall submit to the Grantee the following reports for the term of this agreement.

1. *Monthly/Quarterly Progress & Financial Reports*
Due the 15th of the new quarter.
3. *Annual Progress Report (January 16, 2020)*
4. *Audit/Financial Report*
5. Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; application for services; record of services provided; amount of services provided; documentation of costs for which assistance is provided; transportation log; documentation of medical need regarding prescriptions; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Bidding:
 - A. Only contractors included on the Augusta-Richmond County Housing & Community Development Department Approved Contractor List may bid on construction projects funded with CDBG funds
 - B. All bids will be awarded to the lowest bidder submitting an accurate and qualified bid.
 - C. All bidding documents and procedures will be made available for HCD review upon request
2. Eligible Contractors: Any contractor desiring to bid on HOME or CDBG projects may apply for inclusion on the AHCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on CDBG funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to AHCD for

review and approval prior to bidding. AHCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List. A copy is enclosed for inclusion.
5. Inspections. All projects will be inspected and approved by an AHCD Construction and Rehabilitation Inspector prior to release of the funds for that project.

CONTRACT**Between****AUGUSTA, GEORGIA****And****J. LOVETT HOMES & CONSTRUCTION, LLC.**

in the amount of

\$135,861.10

One Hundred Thirty-five Thousand Eight Hundred Sixty-One and 10/100

for Fiscal Year **2018**

Providing funding for

**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT
HOME FUNDING****“Single Family New Construction - 116 McQueen Court”**

THIS AGREEMENT (“Contract”), is made and entered into as of the th day of _____, 2019 (“the effective date”) by and between Augusta, Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “AHCD”) - with principal offices at 925 Laney Walker Blvd., 2nd Floor, Augusta, Georgia 30901, as party of the first part, hereinafter called “Augusta”, and J. Lovett Homes & Construction LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “J. Lovett” as party in the second part.

WITNESSETH

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

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual agreement with J. Lovett Homes for the administration of the eligible affordable housing development activities utilizing HOME Investment Partnerships (HOME) Program funds; and

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

WHEREAS, J. Lovett Homes has been selected and approved through a solicitation process for development partners to assist in the redevelopment of the Laney Walker/Bethlehem communities.

Initial _____

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

WHEREAS, J. Lovett Homes has requested and Augusta has approved a total of \$ 135,861.10 in grant funds to perform eligible activities as described in Article I, below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: J. Lovett Homes agrees to utilize approved HOME Program funds to support project related costs associated with the construction of a single family unit located at 116 McQueen Court to include:

1. Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
2. Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - ✚ Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but are not limited to: appliances, windows, HVAC, fixtures and first quality lumber. J. Lovett Homes is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges,

B. Use of Funds: HOME Investment Partnerships (HOME) Program funds shall be used by J. Lovett Homes for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of these funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of the funds under this Agreement:

An amount not to exceed \$135,861.10 shall be expended by J. Lovett Construction to support the construction of the single family unit.

1. Construction

An amount not to exceed sixteen percent (16%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-up shall be expended by J. Lovett Homes for construction costs related to the development of one single family detached homes identified as 108 McQueen Court. The design and specification of this property shall be approved by HCD prior to construction. Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to J. Lovett Homes for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as 108 McQueen Court. HCD will have the latitude to pay O&P directly the procured developer/contractor on a pay performance basis or upon the sale of the single family detached home identified as 108 McQueen Court.

Initial _____

C. Program Location and Specific Goals to be Achieved

J. Lovett Homes shall conduct project development activities and related services in its project area (also known as the Laney Walker Bethlehem Community) that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, Martin Luther King Boulevard and Walton Way and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of the funds by the J. Lovett Homes will be in compliance with 24 CFR Part 92. Notwithstanding any other provisions of this contract, J. Lovett Homes shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

J Lovett Homes will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of project funding as represented in Article II. C.2 of this Agreement. J Lovett Homes will carry out and oversee the implementation of projects to be funded with HOME Program funds. J. Lovett Homes agrees to perform the required services under the general coordination of the Augusta Housing and Community Development Department. In addition and upon approval by Augusta, J. Lovett Homes, may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

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

1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided J. Lovett Homes and HCD determine the progress is satisfactory. J. Lovett Homes shall utilize the AIA Form provided by HCD (See appendix). For invoicing, J. Lovett Homes shall include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by HCD, lien waivers for vendors and subcontractors, as specified in the Work Write-Up found in Exhibit B & E.
2. HCD will monitor the progress of the project and J. Lovett Homes' performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
4. Funds may not be transferred from line to line item in the project budget without the prior written approval of Augusta.

Initial _____

5. HCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until J. Lovett Homes and HCD determine that all HCD punch list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (HCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by J. Lovett Homes for construction costs related to the development of one single family detached home identified as 116 McQueen Court.

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

C. Timetable for Completion of Project Activities

1. J. Lovett Homes shall be permitted to commence with the expenditure of funds as outlined in said Agreement . J. Lovett Homes shall obligate and expend the designated funds by February 28, 2020. Based on the budget outlined in C.2 below, J. Lovett Homes will provide a detailed outline of critical project milestones and projected expenditures during the course of the development project as Exhibit C. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.
2. J. Lovett Homes agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100) for each consecutive calendar day after the expiration of the contract time of completion time, except for authorized extensions by Augusta.

D. Project Budget: Limitations

1. J. Lovett Homes shall be paid a total consideration of \$ 135,861.10 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of the J. Lovett Homes. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and J. Lovett Homes.
2. J. Lovett Homes shall adhere to the following budget in the performance of this contract.

A.	<u>Project Activity Cost</u>	\$ 135,861.10
	New Construction	
	TOTAL PROJECT COST:	\$ 135,861.10

*Initial*_____

ARTICLE IV. TERM OF CONTRACT

The term of this agreement shall commence on the date when this agreement is executed by Augusta and the J. Lovett Homes (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article I.D, or in accordance with ARTICLE IX: Suspension and Termination.

ARTICLE V. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to the J. Lovett Homes, or any subcontractor hereunder. All payments to the J. Lovett Homes by Augusta will be made on a reimbursement basis.
- B. J. Lovett Homes shall maintain a separate account and accounting process for funding sources.
- C. J. Lovett Homes shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to J. Lovett Homes's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by J. Lovett Homes for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request" form supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by Augusta later than sixty (60) calendar days after expiration date of this Agreement. Reimbursement request form is in Appendix A.
- G. J. Lovett Homes shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by the J. Lovett Homes.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

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

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of J. Lovett Homes. No person described above

who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. J. Lovett Homes in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Initial _____

- B. Augusta may, from time to time, request changes to the scope of this agreement and obligations to be performed hereunder by J. Lovett Homes. In such instances, J. Lovett Homes shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and J. Lovett Homes.
- C. Statutes, regulations, guidelines and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

J. Lovett Homes agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in J. Lovett Homes's publications and/or advertisements. (24 CFR 570.601).

B. Ownership Interest

J. Lovett Homes agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

C. Non-Discrimination

J. Lovett Homes. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.

D. Labor Standards

1. General: J. Lovett Homes agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with funds under this Agreement, J. Lovett Homes will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 570.603)
1. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

Initial _____

E. Environmental Standards

J. Lovett Homes agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 570.604).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), J&B Construct agrees that the funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

J. Lovett Homes agrees to take all reasonable steps to minimize displacement of persons as a result of an assisted activities. Any such activities assisted with the funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).

H. Non-Discrimination in Employment

J. Lovett Homes agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. J. Lovett Homes will in all solicitations or advertisements for employees placed by or on behalf of J. Lovett Homes, state

that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

J. Lovett Homes. agrees that low and moderate income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the Regulations and Section 570.608 of the CDBG Regulations, J. Lovett Homes agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

J. Lovett Homes. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, J. Lovett Homes agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by J. Lovett Homes for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if J. Lovett Homes fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Agreement, timely expenditure of funds means J. Lovett Homes shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

J. Lovett Homes shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. J. Lovett Homes agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

J. Lovett Homes shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Initial _____

Q. Equal Employment Opportunity

J. Lovett Homes agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Commitment to Non-Discrimination

J. Lovett Homes will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. J. Lovett Homes will take appropriate action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or J. Lovett Homes social status. J. Lovett Homes agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. Ga. 2007), J. Lovett Homes agrees to comply with any federally mandated requirements as to minority and women-owned business enterprises in connection with HOME supported activities.

ANY LANGUAGE INCLUDED HEREIN THAT VIOLATES OR IS INCONSISTENT WITH THE MARCH 14, 2007 CORT ORDER IN THE CASE, THOMPSON WRECKING, INC. V. AUGUSTA, GEORGIA, CIVIL ACTION NO. 1:07-CV-019 9S.D. Ga. 2007), IS VOIDABLE BY THE AUGUSTA GOVERNMENT.

S. Religious Influence

J. Lovett Homes will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. J. Lovett Homes will not discriminate against any person applying for shelter on the basis of religion. J. Lovett Homes will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

T. Indirect Costs

Indirect costs will only be paid if J. Lovett Homes has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

U. Travel

If applicable, J. Lovett Homes shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

Initial _____

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event J. Lovett Homes materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in

ARTICLE I, Scope of Services, Augusta may withhold cash payments until J. Lovett Homes, Inc. cures any breach of the agreement. If J. Lovett Homes fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for the J. Lovett Homes program.

- B. Notwithstanding the above, J. Lovett Homes shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to J. Lovett Homes for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates the Agreement, Augusta shall pay J. Lovett Homes for documented committed eligible costs incurred prior to the date of notice of termination.

- D. Notwithstanding any termination or suspension of this Agreement, J. Lovett Homes shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
530 Green Street, Suite 801

Augusta, Georgia 30911

With copies to:
 Augusta Housing and Community Development Department
 925 Laney Walker Blvd., 2nd Floor
 Augusta, Georgia 30901

J. Lovett Homes and Construction LLC. will receive all notices at the address indicated below:

J. Lovett Homes and Construction LLC
 ATTN: Jozell Lovett
 3062 Damascus Road, Suite G
 Augusta, GA 30909

Initial _____

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

J. Lovett Homes shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, J. Lovett Homes shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of J. Lovett Homes handling or charged with the responsibility for handling funds and property pursuant to this contract. J. Lovett Homes shall procure and provide, for approval by the Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, J. Lovett Homes shall procure officers and directors liability insurance under policies to be approved by the Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants or employees shall invalidate any insurance coverage for other named insured. No insurance policy providing insurance coverage required to be provided by J. Lovett Homes hereunder shall be cancelable without at least fifteen days advance written notice to the Grantee. All

insurance policies required hereunder or copies thereof shall be promptly submitted for approval by the Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

Initial _____

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form:

Augusta, GA Law Department

Date:_____

By: _____
Hardie Davis
As its Mayor

Date: _____

By: _____
Jarvis Sims
As its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr.
As its Director, HCD

Date:_____

SEAL

Lena Bonner
As its Clerk

ATTEST:

J. Lovett Homes and Construction LLC.

(Grantee)

SEAL:

By: _____

Its:_____

(Plain witness)

APPENDIX A

Statutes: (Available on Request)

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

Reimbursement Form

APPENDIX B

REPORTING REQUIREMENTS

J.Lovett Homes shall submit to the Grantee the following reports for the term of this agreement.

1. *Monthly/Quarterly Progress & Financial Reports*
Due the 15th of the new quarter.
3. *Annual Progress Report (January 16, 2020)*
4. *Audit/Financial Report*
5. Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; application for services; record of services provided; amount of services provided; documentation of costs for which assistance is provided; transportation log; documentation of medical need regarding prescriptions; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Bidding:
 - A. Only contractors included on the Augusta-Richmond County Housing & Community Development Department Approved Contractor List may bid on construction projects funded with CDBG funds
 - B. All bids will be awarded to the lowest bidder submitting an accurate and qualified bid.
 - C. All bidding documents and procedures will be made available for HCD review upon request
2. Eligible Contractors: Any contractor desiring to bid on HOME or CDBG projects may apply for inclusion on the AHCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on CDBG funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to AHCD for

review and approval prior to bidding. AHCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List. A copy is enclosed for inclusion.
5. Inspections. All projects will be inspected and approved by an AHCD Construction and Rehabilitation Inspector prior to release of the funds for that project.



**Administrative Services Committee Meeting
7/30/2019 1:15 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on July 9, 2019.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 7/9/2019

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; Sias, Chairman; Clarke, Vice Chairman; Davis and B. Williams, members.

ADMINISTRATIVE SERVICES

1. Approve the purchase of one Airport Marshal's vehicle in the amount of \$38,519.00. The Augusta Aviation Commission approved this request on May 2, 2019.. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

2. Request the replacement of one Ford F250 Utility Body truck for Recreation Trees and Landscape Division for \$34,400 using capital outlay. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

3. The Tax Commissioner's Office requests the purchase of one silver XLT 4WD Ford Explorer via bid #19-215 in the amount of \$34,712.00 - Allan Vigil Ford. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

4. Request to replace one Ford F250 Utility Body truck for Utilities Facilities Maintenance Division at a cost of \$38,760 using the GMA lease program. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

5. Augusta University small and minority business opportunities. (Requested by Commissioner Marion Williams) **Item Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the next committee meeting. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Bobby Williams	Passes

6. Award the contract to construct the Augusta 911 Center Addition and Renovations to Contract Management, Inc. (CMI) of Augusta in the amount of \$866,528.00. Bid Item 19-181 **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Bobby Williams	Commissioner Mary Davis	Passes

7. Motion to approve the By-laws revision request of the HCD Citizen Advisory Committee (CAC).

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Bobby Williams	Commissioner John Clarke	Passes

8. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development for the development of three (3) single family affordable housing units for low to moderate income families. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By		Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

9. Motion to approve the minutes of the Administrative Services Committee held on June 11, 2019. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

10. Receive update from Law Department and Clerk of Commission regarding status of MUNICODE implementation for City of Augusta as approved by the Commission on October 3, 2017. (Requested by Mayor Hardie Davis, Jr. - referred from June 11 Administrative Services Committee) **Item Action:** Approved

Motions

Motion Text	Made By	Seconded By	Motion Result
--------------------	----------------	--------------------	----------------------

Item # 8

Approve Motion to approve
receiving this item as
information.
Motion Passes 4-0.

Commissioner Bobby Williams
Commissioner Mary Davis
Passes

11. Update from staff regarding the Depot Project. **(Commissioner Ben Hasan)** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

12. Discuss with Central Services types of air fresheners and scents placed in government buildings. **(Requested by Commissioner John Clarke)** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve tasking the Administrator with contacting the Wellness Center to gather information regarding the use of air fresheners in government buildings and their affect on the public and report back to the committee. Motion Passes 4-0.	Commissioner John Clarke	Commissioner Bobby Williams	Passes

www.augustaga.gov



**Administrative Services Committee Meeting
7/30/2019 1:15 PM
Naming of the Lake Olmstead Amphitheater**

Department:

Presenter: Commissioner Bill Fennoy

Caption: Discuss/approve the naming of the Lake Olmstead Amphitheater in honor of former Commissioners Andrew Jefferson and H. Grady Smith, III. **(Requested by Commissioner Bill Fennoy)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
7/30/2019 1:15 PM
Use of air fresheners in government buildings**

Department:

Presenter: Administration

Caption: Report from Administration regarding the use of air fresheners in government buildings.

Background: On July 9 Administrative Services Committee tasked the Administrator with contacting the Wellness Center to gather information regarding the use of air fresheners in government buildings and their affect on the public and report back to the committee.

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:



Human Resources Department

Kenneth D. Perry
Compensation & Benefits Manager

Suite 400A – Municipal Building
535 Telfair Street - AUGUSTA, GA 30901
(706) 821-230-3723 - FAX (706) 821-2867
www.augustaga.gov

TO: Lena Bonner, Clerk of Commission

FROM: Kenneth Perry, Compensation & Benefits Manager

CC: Tony McDonald, Deputy Administrator/Interim Human Resources Director

SUBJECT: Building Fragrances Research – Commission Request

DATE: July 23, 2019

This correspondence is in response to the request by the Augusta Commission to contact the Healthstat personnel regarding fragrances in the workplace. The Human Resources department contacted Brandon King (Senior Account Manager) of Healthstat and he was advised by his Clinical Operations team that researching or providing recommendations related to *fragrances in the workplace* is not something they could advise on.

In order to provide an alternative to the Commission's request, I sent an email to other partnering municipalities in the state of Georgia and many responded that they do not have a policy for a fragrances in the workplace. In addition, I also spoke with Ms. Douse, who is the director of Central Services to see if she had an internal policy for fragrances in the workplace and she advised that she did not. She indicated that the neutral scented air fresheners that her staff use in the restrooms are geared toward neutralizing odors related to waste. She suggested that I contact the Health department and a few of the hospitals. I did both and all said they do not have a specific policy in the place.

Let me know if you have any questions.