



Administrative Services Committee Meeting Commission Chamber - 7/14/2021

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; Hasan, Chairman; Scott, Vice
Chairman; B. Williams, member.
Absent: Hon. Frantom, member.

ADMINISTRATIVE SERVICES

1. Motion to approve the location of the historical marker honoring Augusta's African American caddies and the COVID-19 memorial plaque. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

2. Motion to due to the fact that purchases on the individual purchase orders will exceed \$25,000.00 per order. The following annual bid item:Utilities Department - 21-066 - Warehouse Inventory Supplies. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

3. Motion to **approve** bid award contract to furnish and install new furnishings for the newly renovated Law Department Building to the lowest responsive bidder, Modern Business Workplace Solutions of Augusta, GA, in the amount of **\$147,632.43**. (Bid Item #21-171) **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 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

4. Presentation of projects administered by the Augusta Georgia Counties Internship Program (GCIP) participants. Interns will present their lasting contributions and research in support of Augusta's efforts to deliver economic development, marketing and communications, finance, performance and government.
- Item Action:** None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Presentation was made by the interns.			

5. Motion to approve and allow (thru HRs normal hiring process) the addition of one (1) new full-time position, to be named Administrative Assistant III, to the department of Housing and Community Development.
- Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve with the correction of Executive Recruitment Summary Draft. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

6. Motion to **Receive as Information** an update from the Housing and Community Development Department (HCD) on Beacon Station.
- Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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It was the consensus of the committee that this item be received as information.

7. Motion to **approve** a request for Augusta, Georgia to enter in to a Memorandum of Understanding (MOU) with the Augusta Housing Authority (AHA) to support the acceptance of up to 155 Emergency Housing Vouchers, from the U.S. Department of Housing and Urban Development (HUD), through the Augusta Housing Authority and in partnership with the HUD recognized Coordinated Entry project sponsor, CSRA EOA, Inc. In order to meet HUD's submission requirement, the community must have an MOU in place between AHA, Augusta, GA and CSRA EOA, Inc. as the designated Coordinated Entry project sponsor for the community. Also, authority for the Mayor to execute this MOU as Augusta, Georgia's Certifying Official is included in this request. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

8. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop new construction of one (1) single family unit. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

9. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide Laney Walker/ Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop new construction of one (1) single family unit. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

10. Motion to **approve** four (4) Rehabilitation projects.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

11. Motion to **Receive as Information** an update from Housing and Community Development and United Way of the CSRA on the Emergency Rental Assistance Program.

Item Action:
Approved

Motions

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

12. Employee Incentive Program.

Item Action:
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda and refer back to the next meeting. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

13. Executive Recruitment Summary Draft.

**Item
Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda and refer it back to the next committee meeting. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

14. Proposed Anti-Bullying Policy.

**Item
Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda and refer it back to the next meeting. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

15. Sexual Harassment Policy.

**Item
Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda and refer it back to the next meeting. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

16. Social Media Policy.

**Item
Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda and refer it back to the next meeting. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

17. Substance Abuse Policy.

Item Action:
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda and refer it back to the next meeting. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

18. Motion to approve the minutes of the Administrative Services Committee held on June 8, 2021.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

19. Discuss City Job Fair/Grow Project. (Requested by Commissioner Jordan Johnson)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be received as information.			

- 20. Discuss evictions in Augusta-Richmond County. (Commissioner Jordan Johnson)** **Item Action:**
Approved

Motions

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

- 21. Motion to approve donating \$5,000 to Code Calloway Inc. for their 2021 Back to School Festival and to approve the Administrator's Office assigning relevant departments to discuss ways Code Calloway Rescheduled programming can be implemented in city owned community/recreation centers, parks, and appropriate housing and community development projects. (Requested by Mayor Hardie Davis, Jr.)** **Item Action:**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be added to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve.	Commissioner Bobby Williams		Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the Administrator to come back with a recommendation on	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

July 21.
Motion Passes 3-0.

22. Explore the feasibility of on-site, contracted operation childcare for city employees. (Requested by Mayor Hardie Davis, Jr.) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be added to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the Administrator to do some further research on this matter and report back to the Commission on July 21. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

23. Amend the local small business opportunity program ordinance to allow for the creation of minority, women, veteran, and disability-owned business enterprise goals. (Requested by Mayor Hardie Davis, Jr.) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be added to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve authorizing the Law Department to investigate what is	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

currently in the ordinance and have the Compliance Director make a presentation to the next committee meeting.
Motion Passes 3-0.

- 24.** Open Records documents and final DRAFT version of the credit card ordinance, resolution, and user agreement. (Requested by Administrator Odie Donald, II) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be added to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the open records policy process and the credit card policy. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

www.augustaga.gov



Administrative Services Committee Meeting
7/14/2021 1:20 PM
Attendance 7/14/21

Department:

Presenter:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



OFFICE OF THE ADMINISTRATOR

Odie Donald, II
Administrator

Date: July 7, 2021

To: Mayor Hardie Davis
Mayor Pro Tem Bobby Williams
Commissioner Jordan Johnson
Commissioner Dennis Williams
Commissioner Catherine Smith McKnight
Commissioner Sammie Sais
Commissioner Ben Hasan
Commissioner Sean Frantom
Commissioner Brandon Garrett
Commissioner Francine Scott
Commissioner John Clarke

From: Odie Donald II, Administrator

Subject: COVID-19 Memorial Plaque + Historical Marker

Overview

The Commission authorized the creation of both a COVID-19 memorial plaque and a historical marker honoring the rich history of Augusta's African American caddies.

Covid-19 Memorial Plaque

Staff recommends including the Covid-19 plaques with existing memorials at the bulkhead of 10th Street, commonly known as *Heroes Overlook*. Potential locations are highlighted with a red dot in the picture below.

Historical Marker Honoring African American Caddies

Staff recommends that the historical marker be placed on the median of Fleming Avenue close to the intersection of Wheeler Road and Fleming Avenue (highlighted below). Traffic Engineering has confirmed that the suggested location would not create any right-of-way concerns





**Administrative Services Committee Meeting
7/14/2021 1:20 PM
COVID Memorial + Honoring African American Caddies**

Department: Administrator

Presenter: Administrator Donald

Caption: Motion to approve the location of the historical marker honoring Augusta's African American caddies and the COVID-19 memorial plaque.

Background: The Commission authorized the creation of both a COVID-19 memorial plaque and a historical marker honoring the rich history of Augusta's African American caddies. Staff submits for consideration and approval the location of the plaque and marker.

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

Invitation To Bid

Sealed bids will be received at this office until **Thursday, April 22, 2021 @ 11:00 a.m. via ZOOM – Meeting ID: 939 1808 3060; Password: 536566** for furnishing:

BID ITEMS UTILITIES DEPARTMENT - ANNUAL CONTRACT

COMMODITY CODE (Bid Items may have more parent codes)

Bid Item 21-028	Safety Supplies	017-345-00
Bid Item 21-066	Warehouse Supplies	012-320-00; 012-560-83

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

Geri A. Sams Procurement Department
535 Telfair Street - Room 605,
Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procbidandcontract@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, April 9, 2021 @ 5:00 P.M. No bid will be accepted by fax or email; 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 ninety (90) days after bids have been opened.

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 or email; all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle March 18, 25, 2021 and April 1, 8, 2021
Metro Courier March 18, 2021

Revised: 8/3/2016

 Bid Item #21-066 Warehouse Supplies - Annual Contract for Augusta Georgia - Utilities Department Bid Date: Thursday, April 22, 2021 @ 11:00 a.m. via ZOOM							
Total Number Specifications Mailed Out: 30 Total packages submitted: 5 Total Noncompliant: 0							
VENDOR	Core & Main, LP 3620 Milledgeville Road Augusta, GA 30909	E. T. Industrial Supply Co., Inc. 3208-B Mike Padgett Highway Augusta, GA 30906	Ferguson Waterworks 4188 Belair Fontage Rd Augusta, GA 30909	Fortiline 1628 Barton Chapel Road Augusta, Ga 30909	Safety Supply Products 3517 Craftman Blvd. Lakeland, FL 33803		
Attachment "B"	Yes	Yes	Yes	Yes	Yes		
E-Verify #	40635	297601	261662	1203946	639955		
SAVE FORM	Yes	Yes	Yes	Yes	Yes		
Brass Fittings							
Item #	Est. Qty.	Part Description					
1	300	1" Corporation Stop FB 1000 or AY McDonald equal	\$74.04	NB	\$63.78	\$54.72	NB
2	100	2" Corporation Stop, 7312 8B CC x MNPT	\$204.57	NB	\$217.83	\$207.12	NB
3	200	3/4" Ford Ball	\$56.31	NB	\$42.05	\$33.13	NB
4	600	3/4" Curb Stop FXF	\$57.98	NB	\$54.33	\$49.49	NB
5	600	3/4" Curb Stop Compression	\$43.21	NB	\$63.02	\$55.66	NB
6	600	1" Curb Stop FXF	\$95.53	NB	\$80.20	\$69.23	NB
7	600	1" Curb Stop Compression	\$82.78	NB	\$88.83	\$80.66	NB
8	200	3/4" Service Elbow Comp/MIP Thread L84-33 G	\$18.43	NB	\$16.10	\$15.30	NB
9	200	1" Service Elbow Comp/MIP Thread L84-44 G	\$30.66	NB	\$27.81	\$24.13	NB
10	200	3/4" Copper to Iron Compression C84-33 G	\$17.45	NB	\$14.46	\$13.29	NB
11	200	1" Copper to Iron Compression C84-44 G	\$20.66	NB	\$17.18	\$15.75	NB
12	200	3/4" Copper to Copper Compression/Compression C44-33 G	\$21.25	NB	\$17.60	\$16.19	NB
13	200	1" Copper to Copper Compression/Compression C44-44 G	\$24.31	NB	\$19.77	\$18.52	NB
14	2000	3/4" Female Iron Pipe x 1" Male Iron Pipe C18-34	\$4.00	NB	NB	\$5.75	NB
15	100	3/4" Curb Stop Flare B21-333W.	\$57.71	NB	\$65.78	\$55.86	NB
16	100	1" Swivel Nut (Female Flare Nut Thread) X CTS 4476S-22	NB	NB	\$30.76	\$36.37	NB
17	100	1- 1/2" Ball Valve F x F B11-666	\$190.79	NB	\$174.83	\$153.04	NB
18	100	2" Ball Valve B11-777	\$281.19	NB	\$236.72	\$214.37	NB
19	500	Adapter, Meter, Brass 1" x 3/4"	\$5.00	NB	NB	\$12.16	NB
20	500	Bushing, Brass 1" IPS x 3/4" IPS	\$5.00	NB	\$3.23	\$3.95	NB
21	100	Corp Stop, 3/4"	\$56.31	NB	\$48.87	\$44.88	NB
22	100	Corp Stop, Slip, 3/4"	\$60.00	NB	\$59.00	\$44.88	NB
23	100	Corp Stop, Slip, 1"	\$80.00	NB	\$69.00	\$54.72	NB

PVC Fittings							
Item #	Est. Qty.	Part Description					
24	100	3/4" PVC Coupling Sch #40	NB	NB	\$0.33	\$0.25	NB
25	100	1" PVC Coupling Sch #40	NB	NB	\$0.60	\$0.46	NB
26	100	3/4" PVC Female Adapter Sch #40	NB	NB	\$0.60	\$0.44	NB
27	100	4" PVC Sewer Tee Wye Glue x Glue for 30/34 Pipe	NB	NB	\$6.88	\$5.99	NB
28	100	4" PVC Sewer Threaded Clean Out Plug for 30/34 Pipe	NB	NB	\$2.61	\$2.28	NB
29	100	4" PVC Sewer Female Adapter for 30/34 Pipe	NB	NB	\$4.27	\$3.73	NB
30	200	6" PVC Elbow 45 for 30/34 Pipe Glue x Glue	NB	NB	\$12.82	\$11.20	NB
31	200	6" PVC Elbow 45 for 30/34 Pipe Glue x Spigot	NB	NB	\$16.41	\$14.31	NB
32	200	6" PVC Clean Out w/Plug for 30/34 Pipe (Complete)	NB	NB	\$36.37	\$29.00	NB
33	200	6" PVC Sewer Tee Wye Glue x Glue for 30/34 Pipe	NB	NB	\$47.28	\$41.00	NB
34	100	4" PVC Elbow 45 Glue x Spigot for 30/34 Pipe	NB	NB	\$4.42	\$3.86	NB
35	100	6" PVC Elbow 22 1/2" Glue x Glue for 30/34 Pipe	NB	NB	\$15.61	\$13.67	NB
36	100	4" PVC Elbow 22 1/2" Glue x Glue for 30/34 Pipe	NB	NB	\$3.57	\$3.15	NB
37	50	4" Backwater Valve (Sewer), PVC	NB	NB	\$42.00	\$75.00	NB
38	20	6" Backwater Valve (Sewer), PVC	NB	NB	\$189.00	\$417.00	NB
39	50	Flange Kit, Cast Iron, 1 1/2"	NB	NB	NB	NB	NB
40	50	Flange Kit, Cast Iron, 2"	NB	NB	NB	NB	NB
41	20	2" C87 -77-NL Cplg MIX x PJ PVC	\$130.04	NB	\$88.80	\$78.49	NB
42	20	2" C17 -77NL Cplg FIP XPJ (PVC)	\$114.15	NB	\$102.03	\$90.20	NB
43	20	2" C77-77NL Cplg PJ(PVC)	\$155.48	NB	\$175.52	\$118.48	NB
44	100	1 Sch 80 90° elbow	NB	NB	\$2.27	\$1.85	NB
45	100	1 Sch 80 90° mip	NB	NB	\$8.57	\$3.75	NB
46	100	1 Sch 80 fip	NB	NB	\$4.12	\$3.45	NB
47	100	1 Sch 80 Coupling	NB	NB	\$2.70	\$2.50	NB
Galvanized Fittings, Nipple							
Item #	Est. Qty.	Part Description					
48	100	3/4" X 2" Galv Nipple	NB	NB	\$1.75	NB	NB
49	100	2" Galv Allthread Nipple	NB	NB	\$5.35	NB	NB
50	200	3/4" Galv Comp Coup (LS) Dresser	NB	NB	\$26.88	NB	NB
51	200	1" Galv Comp Coup (LS) Dresser	NB	NB	\$30.58	NB	NB
52	200	2" Galv Comp Coup (LS) Dresser	NB	NB	\$59.12	NB	NB
53	75	3/4" Galv Comp Coup (SS) Dresser	NB	NB	\$18.00	NB	NB
54	75	1" Galv Comp Coup (SS) Dresser	NB	NB	\$24.29	NB	NB
55	100	1- 1/4" Galv Comp Coup (SS) Dresser	NB	NB	\$48.22	NB	NB
56	100	1- 1/2" Galv Comp Coup (SS) Dresser	NB	NB	\$51.68	NB	NB
57	100	2" Galv Comp Coup (SS) Dresser	NB	NB	\$61.37	NB	NB
58	100	3/4" X 3" Galv Nipple	NB	NB	\$1.98	NB	NB
59	100	3/4" X 5" Galv Nipple	NB	NB	\$3.08	NB	NB
60	100	2" X 4" Galv Nipple	NB	NB	\$6.87	NB	NB
61	100	2" X 6" Galv Nipple	NB	NB	\$10.20	NB	NB
62	50	1- 1/2" X 1" Galv Bell Reducer	NB	NB	\$10.48	NB	NB
63	50	1" X 3/4" Galv Bell Reducer	NB	NB	\$5.94	NB	NB

64	50	1- 1/4" X 3/4" Galv Bell Reducer	NB	NB	\$8.14	NB	NB
65	100	2 ½ x 6 Galv Nipple	NB	NB	\$22.12	NB	NB
66	100	2- ½ x 4 Galv Nipple	NB	NB	\$18.05	NB	NB
67	100	2 ½ x 2 Galv Nipple	NB	NB	\$15.00	NB	NB
68	100	2 x 1 ½ Galv Bell Reducer	NB	NB	\$14.30	NB	NB
69	100	1 ½ x ¾ Galv Reducer	NB	NB	\$10.48	NB	NB
70	25	2 x 1 Galv Bell Reducer	NB	NB	\$14.30	NB	NB
71	100	2" Galv Allthread Nipple	NB	NB	\$5.01	NB	NB
72	100	2" Brass Allthread Nipple	NB	NB	\$10.41	NB	NB
73	100	2" X 3" Brass Nipple	NB	NB	\$12.68	NB	NB
74	100	2" X 4" Brass Nipple	NB	NB	\$16.95	NB	NB
75	100	2" X 6" Brass Nipple	NB	NB	\$28.00	NB	NB
Meter Couplings, Washer and Re-setters							
Item #	Est. Qty.	Part Description					
76	2000	3/4" Meter Coupling (5680 Hayes or Equal)	NB	NB	\$6.58	\$4.50	NB
77	7000	3/4" Meter Washer (Rubber)	NB	NB	\$0.18	\$0.09	NB
78	180	5/8" x 3/4" x 9" Meter Thread x Meter Thread 18-209 W. X.	NB	NB	\$137.56	\$97.00	NB
79	100	5/8 x 3/4" x 12" Meter Thread X Meter Thread 18-212 W. X.	NB	NB	\$142.33	\$101.00	NB
80	36	5/8 x 3/4" x 15" Meter Thread X Meter Thread 18-215 W. X.	NB	NB	\$147.12	\$105.00	NB
81	2000	3/4" x 1/32" Fiber Meter Washer	NB	NB	\$0.13	\$0.08	NB
82	400	1" Meter Coupling (5680 Hayes or Equal)	NB	NB	\$12.84	\$5.90	NB
83	36	5/8" X 3/4" x 7" Meter Thread x Meter Thread 18-215 W. X.	NB	NB	\$134.48	\$94.00	NB
Manhole Cover and Rings							
Item #	Est. Qty.	Part Description					
84	50	Locking Ring and Cover (Bolt Down)	\$289.61	NB	NB	\$245.00	NB
85	60	1" Manhole Ring Riser 24"	\$33.00	NB	NB	\$27.00	NB
86	40	1- 1/2" Manhole Ring Riser 24"	\$34.45	NB	NB	\$34.00	NB
87	60	2" Manhole Ring Riser 24"	\$51.23	NB	NB	\$40.00	NB
88	30	6" Cement Grade Ring	\$43.75	NB	NB	\$45.00	NB
89	30	4" Cement Grade Ring	\$39.38	NB	NB	\$34.00	NB
90	30	2" Cement Grade Ring	\$30.63	NB	NB	\$30.00	NB

Fernco Coupling / Max Adaptor							
Item #	Est. Qty.	Part Description					
91	100	4" Max Adaptor	\$97.53	NB	\$70.78	\$53.58	NB
92	100	8" Fernco Coupling 8" Clay x 6" PVC	\$18.00	NB	\$24.17	\$14.00	NB
93	75	6" Fernco Coupling 6" Clay x 4" PVC	\$10.00	NB	\$13.48	\$9.50	NB
94	200	6" Fernco Coupling 6" PVC x 4" PVC	\$10.00	NB	\$13.48	\$9.50	NB
95	120	6" Max Adaptor	\$145.27	NB	\$100.50	\$79.67	NB
96	100	8" Fernco Coupling 8" Concrete x 6" PVC	\$25.00	NB	\$25.96	\$22.00	NB
97	100	8" Max Adaptor	\$192.00	NB	\$132.41	\$104.98	NB
98	100	10" Max Adaptor	\$239.00	NB	\$173.61	\$134.00	NB
99	100	12" Max Adaptor	\$287.00	NB	\$208.26	\$160.00	NB
100	100	6" Fernco Coupling 6" Concrete x 4" PVC	\$10.00	NB	\$14.38	\$9.50	NB
Hymax Coupling (Krausz)							
Item #	Est. Qty.	Part Description					
101	150	6" Hymax Coupling (642/768) HC	\$226.00	NB	\$255.25	\$201.71	NB
102	30	8" Hymax Coupling (854/984) HC	\$255.00	NB	\$288.17	\$227.74	NB
103	20	10" Hymax Coupling (1096/1226) HC	\$347.00	NB	\$360.73	\$309.77	NB
104	10	12" Hymax Coupling (1315/1441) HC	\$463.00	NB	\$558.23	\$413.69	NB
105	20	2" Hymax Coupling (210/303) HC	\$101.00	NB	\$114.02	\$90.11	NB
106	20	4" Hymax Coupling (424/511) HC	\$171.00	NB	\$192.72	\$152.31	NB
107	20	3" Hymax Coupling (364/433) HC	\$133.00	NB	\$150.41	\$118.86	NB
Valve Boxes and Tops							
Item #	Est. Qty.	Part Description					
108	400	Valve Box w/tops Slip Type	\$50.00	NB	\$53.78	\$43.00	NB
109	296	6" Concrete Valve Box Pad	NB	NB	\$15.62	\$11.50	NB
110	100	Valve Box Top Section w Tops Slip 15"	\$30.00	NB	\$27.50	\$22.00	NB
111	100	1" Valve Box Riser	\$8.75	NB	\$7.68	\$7.00	NB
112	100	1- 1/2" Valve Box Riser	\$10.00	NB	\$9.52	\$8.00	NB
113	100	2" Valve Box Riser	\$11.25	NB	\$11.01	\$9.50	NB
114	50	3" Valve Box Riser	\$15.43	NB	\$14.67	\$12.00	NB
115	50	4" Valve Box Riser	\$20.00	NB	\$21.20	\$16.00	NB
116	1000	Carlson 10132012 101312 Plastic Body W/2" Touch Read hole in Lid (Complete)	\$19.00	NB	\$18.64	\$21.00	NB
117	25	Jumbo Plastic Mtr Box (Complete)	\$60.00	NB	\$60.00	\$28.00	NB
118	25	Super Jumbo Plastic Mtr Box (Complete)	\$135.00	NB	\$131.95	\$115.00	NB
119	1500	Meter Box top W/2" Touch Read hole for Rome Box (10x19x10)	\$13.75	NB	\$12.24	\$15.25	NB
120	1000	Meter Box top W/2" Touch Read hole and Rome Box (10x19x10) (Complete)	\$40.00	NB	\$38.63	\$38.00	NB

Repair Bands							
Item #	Est. Qty.	Part Description					
121	10	3" x 15" Repair Band (346-370) Smith-Blair	\$104.00	NB	\$108.80	\$86.74	NB
122	50	6" x 15" Repair Band (684-724) Smith-Blair	\$116.00	NB	\$137.75	\$109.83	NB
123	50	6" x 15" Repair Band (684-764) Smith-Blair	\$116.00	NB	\$229.20	\$158.37	NB
124	50	6" x 15" Repair Band (705-7.45) Smith-Blair 226	\$160.00	NB	\$139.51	\$111.25	NB
125	50	6" x 15" Repair Band (656-696) Smith-Blair	\$116.00	NB	\$131.42	\$104.82	NB
126	100	1/2" x 3" Handiband Repair Band Smith-Blair 244	\$18.75	NB	\$25.88	\$16.50	NB
127	100	1/4" x 3" Handiband Repair Band Smith-Blair 244	\$19.00	NB	\$26.21	\$16.71	NB
128	100	1" x 3" Handiband Repair Band Smith-Blair 244	\$20.00	NB	\$27.74	\$17.68	NB
129	100	2" x 3" Handiband Repair Band Smith-Blair 244	\$41.00	NB	\$31.64	\$20.28	NB
130	100	1/2" x 6" Handiband Repair Band Smith-Blair 244	\$20.00	NB	\$55.14	\$35.13	NB
131	100	1/4" x 6" Handiband Repair Band Smith-Blair 244	\$38.00	NB	\$55.44	\$35.32	NB
132	100	1" x 6" Handiband Repair Band Smith-Blair 244	\$39.00	NB	\$55.84	\$35.58	NB
133	100	2" x 6" Handiband Repair Band Smith-Blair 244	\$41.00	NB	\$59.12	\$37.67	NB
134	30	6" x 7- 1/2" Repair Band (684-764) Smith-Blair	\$79.00	NB	\$88.17	\$81.49	NB
135	20	2" x 15" Repair Band (2.35-2.63) Smith-Blair	\$50.00	NB	\$107.82	\$75.67	NB
136	40	8" x 15" Repair Band (898-936) Smith-Blair	\$100.00	NB	\$193.71	\$180.08	NB
M.J. Valves - Open Left							
Item #	Est. Qty.	Part Description					
137	40	6" M.J. Valve w/acc Open Left	\$650.00	NB	\$605.74	\$463.91	NB
138	20	8" M. J. Valve w/acc Open Left	\$1,005.00	NB	\$908.02	\$738.27	NB
139	40	2" Iron Body Valve w/2" Female Thread	\$320.00	NB	\$275.00	\$222.54	NB
140	10	4" M.J. Valve w/acc (Open Right)	\$550.00	NB	\$484.27	\$363.92	NB
141	40	6" M.J. Valve w/acc (Open Right)	\$650.00	NB	\$619.77	\$463.91	NB
142	20	8" M.J. Valve w/acc (Open Right)	\$1,005.00	NB	\$968.11	\$738.27	NB
143	6	4" Tapping Valve w/acc (Open Right)	\$930.00	NB	\$588.63	\$458.85	NB
144	4	16" M.J. Valve w/acc and gearing (Open Right)	\$6,840.00	NB	\$7,750.00	\$5,401.00	NB
Tapping Saddles							
Item #	Est. Qty.	Part Description					
145	50	6" x 1" CC Tapping Saddle(684-7.60) Double Strap	\$33.00	NB	\$45.42	\$29.00	NB
146	20	4 x 1 CC Tapping Saddle (474-563) Double Strap	\$32.00	NB	\$36.88	\$24.00	NB
147	12	8" x 2" CC Tapping Saddle (854-1010) Double Strap	\$44.00	NB	\$61.84	\$39.00	NB
148	12	10 x 2 CC Tapping Saddle (1061-1212) Double Strap	\$78.00	NB	\$81.60	\$53.00	NB
149	12	12 x 1" CC Tapping Saddle (1262-1432) Double Strap	\$57.00	NB	\$76.88	\$51.00	NB
150	36	8" x 1" CC Tapping Saddle (854-1010) Double Strap	\$35.00	NB	\$49.60	\$32.00	NB
151	12	10"x 1" CC Tapping Saddle (10.64-12.12) Double Strap	\$88.00	NB	\$64.10	\$41.00	NB
152	24	8" x 1" CC Tapping Saddle (796-872) Double Strap 313	\$35.00	NB	\$46.72	\$31.00	NB
153	24	2- 1/2" X 1" CC Tapping Saddle (2.44 - 2.97) Double Strap	\$25.00	NB	\$28.84	\$19.00	NB
154	50	6" x 1" CC Tapping Saddle(684-7.60) Double Strap 313	\$28.00	NB	\$45.42	\$29.00	NB
155	30	2" x 1" CC Tapping Saddle (2.35-2.56) Double Strap 313	\$25.00	NB	\$26.27	\$18.00	NB
156	30	6" x 2" CC Tapping Saddle (6.87-7.60) Double Strap 313	\$37.00	NB	\$56.00	\$37.00	NB

Pipe: Galvanized, PVC and Copper Tubing

Item #	Est. Qty.	Part Description					
157	3300	3/4" Copper Tubing 60' Rolls Soft K	NB	NB	NB	\$5.75	NB
158	4600	3/4" Copper Tubing 100' Rolls Soft K	NB	NB	NB	\$5.75	NB
159	4200	1" Copper Tubing 60' Rolls Soft K	NB	NB	NB	\$7.50	NB
160	1500	1" Copper Tubing 100' Rolls Soft K	NB	NB	NB	\$7.50	NB
161	300	1 1/2" Copper Tubing 60' Rolls Soft K	NB	NB	NB	\$11.75	NB
162	300	2" Copper Tubing 60' Rolls Soft K	NB	NB	NB	\$18.50	NB
163	1001	4" PVC Sewer Pipe 30/34 x/Lub	NB	NB	NB	\$1.90	NB
164	3003	6" PVC Sewer Pipe 30/34 w/Lub	NB	NB	NB	\$4.25	NB
165	1001	8" PVC Sewer Pipe 30/34 w/Lub	NB	NB	NB	\$7.65	NB
166	500	6" Ductile Pipe Slip Joint	NB	NB	NB	\$16.73	NB
167	500	8" Ductile Pipe Slip Joint	NB	NB	NB	\$22.02	NB
168	200	14" Ductile Iron Water Pipe	NB	NB	NB	\$43.77	NB
169	200	16" Ductile Iron Water Pipe	NB	NB	NB	\$54.58	NB
170	1000	4" C900 Water Pipe	NB	NB	NB	\$5.90	NB
171	2000	6" C900 Water Pipe	NB	NB	NB	\$11.70	NB
172	2000	8" C900 Water Pipe	NB	NB	NB	\$20.10	NB
173	1000	10" C900 Water Pipe	NB	NB	NB	\$30.60	NB
174	1000	12" C900 Water Pipe	NB	NB	NB	\$38.50	NB
175	2100	2" galvanized pipe	NB	NB	NB	NB	NB
176	1500	3/4" PVC Pipe SCH 40	NB	NB	NB	\$0.75	NB
177	1500	1" PVC Pipe SCH 40	NB	NB	NB	\$1.00	NB
178	1200	2" PVC Pipe SCH 40	NB	NB	NB	\$1.75	NB

Tools & Miscellaneous Parts*Item listed must be Razor Back Brand or like quality:*

Item #	Est. Qty.	Part Description					
179	50	Square Point Open Back Blade 48" Oak Handle (Razor Back Brand or	NB	\$25.00	NB	NB	NB
180	50	Round Point Open Back Blade 48" Oak Handle (Razor Back Brand or	NB	\$25.00	NB	NB	NB
181	20	Fiberglass Closed Back Drain Spade Long Handle #47-602 (Razor Back	NB	\$37.13	NB	NB	NB
182	20	Fiberglass Handle Forged Bow Rake #63-184 (Razor Back Brand or like	NB	\$32.00	NB	NB	NB
183	12	Wooden Oak Handle Bush Axe (Razor Back Brand or like quality)	NB	\$39.00	NB	NB	NB
184	12	Fiberglass Handle Double Face Axe (Razor Back Brand or like quality)	NB	\$42.90	NB	NB	NB
185	50	3/4" Hose Bib	NB	NB	\$11.42	\$4.75	NB
186	50	3/4" pressure Reducing Valve (PRV) Watts or equal	NB	NB	\$96.80	\$59.50	NB
187	48	1" pressure Reducing Valve (PRV) Watts or equal	NB	NB	\$100.65	\$83.00	NB
188	20	3/4" Gate Valve (Hand) Brass	NB	NB	\$12.74	\$6.95	NB
189	20	1" Gate Valve (Hand) Brass	NB	NB	\$17.75	\$9.95	NB
190	20	2" Gate Valve (Hand) Brass	NB	NB	\$52.11	\$32.95	NB

M.J. ELBOWS AND TEE'S (EPOXY COATED)							
Item #	Est. Qty.	Part Description					
191	10	6" M.J. Elbows 45	NB	NB	\$66.74	\$59.00	NB
192	2	8" M.J. Elbows 22 1/2	NB	NB	\$94.94	\$85.00	NB
193	2	8" M.J. Elbows 45	NB	NB	\$97.29	\$87.00	NB
194	2	8" M.J. Elbows 90	NB	NB	\$118.91	\$107.00	NB
195	2	10" M.J. Elbow 45	NB	NB	\$140.53	\$125.00	NB
196	2	10" M.J. Elbow 90	NB	NB	\$188.43	\$168.00	NB
197	10	6" x 6" x 6" M.J. Tee	NB	NB	\$118.44	\$106.00	NB
198	5	8" x 8" x 8" M.J. Tee	NB	NB	\$177.19	\$159.00	NB
199	4	6" M.J. Elbow 22 1/2"	NB	NB	\$60.63	\$55.00	NB
200	15	1" x 24 3/4" Adjustable Ring	NB	NB	NB	NB	NB
201	15	2" x 24 3/4" Adjustable Ring	NB	NB	NB	NB	NB
M.J. TAPPING SLEEVES C.I. AND AC PIPE							
Item #	Est. Qty.	Part Description					
202	5	6" x 6" M.J. Tapping Sleeve For Cast Iron	NB	NB	\$1,008.56	\$775.00	NB
203	5	8" x 6" M.J. Tapping Sleeve For Cast Iron	NB	NB	\$1,238.65	\$913.00	NB
204	5	8" x 4" M.J. Tapping Sleeve For Cast Iron	NB	NB	\$1,238.65	\$913.00	NB
205	3	8" x 4" M.J. Tapping Sleeve For AC (epoxy coated)	NB	NB	NB	NB	NB
206	4	12" x 6" M.J. Tapping Sleeve For CI/DI (epoxy coated)	NB	NB	NB	NB	NB
207	2	14" x 6" M.J. Tapping Sleeve For CI/DI (epoxy coated)	NB	NB	NB	NB	NB
Mega Lug for DI and PVC Pipe (Smith-Blair)							
Item #	Est. Qty.	Part Description					
208	200	6" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$39.87	\$34.25	NB
209	50	8" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$54.11	\$46.67	NB
210	30	12" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$103.64	\$89.21	NB
211	12	16" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$223.73	\$199.87	NB
212	50	6" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$46.59	\$39.89	NB
213	50	8" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$62.86	\$53.82	NB
214	30	4" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$36.73	\$31.87	NB
215	30	4" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$32.04	\$27.72	NB
216	30	3" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$29.52	\$25.47	NB
FIRE HYDRANT							
Item #	Est. Qty.	Part Description					
217	5	M&H 5- 1/4 Fire Hydrant Ext 12" 6 & 8 Bolts	\$353.00	NB	NB	\$262.00	NB
218	5	M&H 5- 1/4 Fire Hydrant Ext 18" 6 & 8 Bolts	\$404.00	NB	NB	\$299.00	NB
219	5	M&H 5- 1/4 Fire Hydrant Ext 24" 6 & 8 Bolts	\$448.00	NB	NB	\$332.00	NB
220	5	MU 5- 1/4 Fire Hydrant Ext 12" 6 & 8 Bolts	NB	NB	\$597.50	\$358.00	NB
221	5	MU 5- 1/4 Fire Hydrant Ext 18" 6 & 8 Bolts	NB	NB	\$678.35	\$407.00	NB
222	5	MU 5- 1/4 Fire Hydrant Ext 24" 6 & 8 Bolts	NB	NB	\$736.94	\$458.00	NB
223	20	Safety Flange Kit /f M&H 5- 3/4 Fire Hydrant	\$144.00	NB	NB	\$127.00	NB
224	10	Safety Flange Kit /f MU 4- 1/2 Fire Hydrant	\$144.00	NB	NB	\$127.00	NB
225	20	Safety Flange Kit /f MU 5- 1/4 Fire Hydrant	NB	NB	\$135.00	\$123.00	NB
226	10	Safety Flange Kit /f MU 4- 1/2 Fire Hydrant	NB	NB	\$150.00	\$116.00	NB
227	2	MU 4- 1/2 Fire Hydrant Ext 12"	NB	NB	\$324.80	\$323.00	NB

228	2	M&H 4- 1/2 Fire Hydrant Ext 12"	NB	NB	NB	\$248.00	NB
229	10	36" 5- 1/4 x 36 Bury Fire Hydrant - Mueller	NB	NB	\$1,744.71	\$1,550.32	NB
230	10	36" 5- 1/4 x 36 Bury Fire Hydrant - M&H	\$1,650.00	NB	NB	\$1,550.32	NB
231	25	48" 5- 1/4 x 48 Bury Fire Hydrant - Mueller	NB	NB	\$1,893.87	\$1,625.89	NB
232	25	48" 5- 1/4 x 48 Bury Fire Hydrant - M&H	\$1,731.00	NB	NB	\$1,625.89	NB
233	1	72" 5- 1/4 x 72 Bury Fire Hydrant - Mueller	NB	NB	\$2,069.60	\$1,776.66	NB
234	1	72" 5- 1/4 x 72 Bury Fire Hydrant - M&H	\$1,891.00	NB	NB	\$1,776.66	NB
BACK FLOW DEVICES							
Item #	Est. Qty.	Part Description					
235	5	Watts 1 Double Check Valve Assembly	NB	NB	\$131.92	\$113.00	NB
236	5	Watts 1- 1/2 Double Check Valve Assembly	NB	NB	\$288.65	\$248.00	NB
237	5	Watts 2 Double Check Valve Assembly	NB	NB	\$354.54	\$303.00	NB
238	5	Watts 1 Reduce Pressure Zone Assembly	NB	NB	\$218.18	\$187.00	NB
239	5	Watts 1-1/2 Reduce Pressure Zone Assy	NB	NB	\$411.81	\$352.00	NB
240	5	Watts 2 Reduce Pressure Zone Assembly	NB	NB	\$452.73	\$387.00	NB
241	5	Watts 3 Reduce Pressure Zone Assembly	NB	NB	\$1,669.29	\$1,506.00	NB
Additional Items							
Item #	Est. Qty.	Part Description					
242	1000	Asphalt Bags (Perma Patch) (60 lbs)	NB	NB	NB	NB	NB
243	100	Fast Plug (Hy Cement) 50 lbs	NB	NB	\$33.30	\$24.50	NB
244	120	W5CP Water Filter Cart/Sed	NB	NB	NB	NB	NB
245	30	WC34-PR Whole House Water Filter	NB	NB	NB	NB	NB
246	200	32 oz Purple Primer/Cleaner	NB	NB	\$15.95	NB	NB
247	200	1 Qt #5 Pipe CMPD Brushtop	NB	NB	\$37.00	NB	NB
248	2000	1 Pint Hot Blue Cement	NB	NB	\$12.58	NB	NB
249	1000	Portland Cement (Type I) 92.6 lbs	NB	NB	NB	NB	NB
250	125	Disposable Coveralls Large	NB	\$6.00	NB	NB	\$3.96
251	125	Disposable Coveralls X-Large	NB	\$6.00	NB	NB	\$3.96
252	125	Disposable Coveralls 2X- Large	NB	\$6.50	NB	NB	\$3.96
253	125	Disposable Coveralls 3X- Large	NB	\$6.50	NB	NB	\$4.13
254	125	Disposable Coveralls 4X- Large	NB	\$7.00	NB	NB	\$4.38
255	50	Disposable Coveralls 5X- Large	NB	\$7.00	NB	NB	\$4.69
256	50	Disposable Coveralls 6X- Large	NB	\$8.75	NB	NB	NB

Repair Bands							
Item #	Est. Qty.	Part Description					
257	10	Repair Band, (899-939), 8" X 12 1/2" S-B or equal	NB	NB	\$166.02	\$115.00	NB
258	20	Repair Band, (970-1010), 8" X 15" S-B or equal	NB	NB	\$225.55	\$156.00	NB
259	20	Repair Band, (899-979), 8" X 7 1/2" S-B or equal	NB	NB	\$135.20	\$92.17	NB
260	20	Repair Band, (933-971), 8" X 7 1/2" S-B or equal	NB	NB	\$105.97	\$73.00	NB
261	20	Repair Band, (899 - 939), 8" X 15" S-B or equal	NB	NB	\$264.15	\$137.00	NB
262	20	Repair Band, (899-939), 8" X 20" S-B or equal	NB	NB	\$274.08	\$189.00	NB
263	20	Repair Band, (705-745), 6" X 20" S-B or equal	NB	NB	\$237.68	\$165.00	NB
264	20	Repair Band, (684-724), 6" X 7 1/2" S-B or equal	NB	NB	\$86.67	\$69.00	NB
265	20	Repair Band, (854-894), 8" X 12 1/2" S-B or equal	NB	NB	\$161.10	\$119.00	NB
266	20	Repair Band, (854-894), 8" X 10" S-B or equal	NB	NB	\$135.31	\$94.00	NB
267	20	Repair Band, (899-979), 8" X 15" S-B or equal	NB	NB	\$196.86	\$180.08	NB
268	20	Repair Band, (854-894), 8" X 12 1/2" S-B or equal	NB	NB	\$161.10	\$134.00	NB
269	20	Repair Band, (854-894), 8" X 7 1/2" S-B or equal	NB	NB	\$100.47	\$69.00	NB
Romac Couplings							
Item #	Est. Qty.	Part Description					
270	10	8 Macro COUPLING, ROMAC 8.60 - 9.75	NB	NB	\$336.36	\$370.00	NB
271	10	6 Macro COUPLING, ROMAC 6.60 - 7.60	NB	NB	\$297.03	\$327.00	NB
272	10	8 ALPHA Restraint Coupling 8.60-9.10	\$351.00	NB	\$464.70	\$445.00	NB
273	10	6 ALPHA Restraint Coupling 6.60-7.00	\$308.00	NB	\$409.27	\$392.00	NB
274	10	8 Cap, Wide Ranged, Romac Alpha End	\$194.00	NB	\$339.35	\$338.00	NB
275	10	6 Cap, Wide Ranged, Romac Alpha End	\$273.00	NB	\$247.26	\$247.00	NB

PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-48. Generally.

The following sections provide detailed information concerning the use of the seven (7) source selection methods available for use for the procurement of commodities, services and construction products for Augusta, Georgia. The seven methods are:(1) sealed bids, (2) sealed proposals, (3) special services, (4) quotations or informal bids, (5) sole source, (6) emergency procurement and (7) annual contracts.

Purpose:

A significant portion of the Augusta, Georgia Annual Budget is committed each year to various purchase contracts such as raw materials, equipment, equipment parts or components, general supplies, and professional and non-professional services. Therefore, it is essential that maximum value be obtained for each public tax dollar spent. A proven technique for obtaining this goal is through the annual bid contract process,

Sec. 1-10-58. Annual contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to \$25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Purchases on the following annual bid items will exceed \$25,000.00 per order:

	Description	Recommended Vendors	Local Vendors	2020 Amounts	Budget	Comments
Utilities Department						
21-066	Warehouse Inventory Supplies	1.Core & Main 2. E.T. Industrial Supply 3. Ferguson Waterworks 4. Fortiline 5. Safety Supply	1. Core & Main 2. E.T. Industrial Supply 3. Ferguson Waterworks 4. Fortline	\$222,838.31	\$1,000,000.00	
Total				\$222,838.31	\$1,000,000.00	

Sec. 1-10-58. Annual Contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to \$25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Purchases on the following annual bid items will exceed \$25,000.00 per order:

UTILITIES DEPARTMENT



Wes Byne, P.E.
Director

MEMORANDUM

TO: Geri Sams, Director – Procurement
Darrell White, Deputy Director - Procurement
Nancy Williams –Quality Assurance Analyst
Tywanna Scott – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Steve Little, Assistant Director-AUD-Finance

SUBJECT: Warehouse Supplies (Bid Item #21-066) Recommendation of Award

DATE: May 12, 2021

Attached is the bid tabulation information for the Warehouse Inventory Supplies Bid Item No. 21-066. It is our recommendation that the bid items be awarded to the compliant vendors as noted on the attached spreadsheet. The awards are based on the low bid for each item.

We have attached the list of items to be awarded to each vendor and highlighted the specific item awarded to each vendor beneath the appropriate vendor's name.

Thank you for your assistance regarding this request.

A handwritten signature in blue ink, appearing to read "W. Byne", is written over a horizontal line.

Wes Byne, P.E. - Director, Utilities Department

17 May 21

Date

CC: Michael Bryant, Project Engineer
Tess Thompson, Manager-AUD Finance



Augusta
Georgia

Bid Item #21-066
Warehouse Supplies - Annual Contract
for Augusta Georgia - Utilities Department
Bid Date: Thursday, April 22, 2021 @ 11:00 a.m. via ZOOM

Total Number Specifications Mailed Out: 30

Total packages submitted: 5

Total Noncompliant: 0

Attachment "B"		Core & Main, LP 3620 Milledgeville Road Augusta, GA 30909	E. T. IndustrialSupply Co., Inc. 3208-B Mike Padgett Highway Augusta, GA 30906	Ferguson Waterworks 4188 Belair Fontage Rd Augusta, GA 30909	Fortilne 1628 Barton Chapel Road Augusta, Ga 30909	Safety Supply Products 3517 Craftman Blvd. Lakeland, FL 33803	
E-Verify #		Yes	Yes	Yes	Yes	Yes	
SAVE FORM		40635	297601	261662	1203946	639955	
Brass Fittings							
Item #	Est. Qty.	Part Description					
1	300	1" Corporation Stop FB 1000 or AY McDonald equal	\$74.04	NB	\$63.78	\$54.72	NB
2	100	2" Corporation Stop, 7312 88 CC x MNPT	\$204.57	NB	\$217.83	\$207.12	NB
3	200	3/4" Ford Ball	\$56.31	NB	\$42.05	\$33.13	NB
4	600	3/4" Curb Stop FXF	\$57.98	NB	\$54.33	\$49.49	NB
5	600	3/4" Curb Stop Compression	\$43.21	NB	\$63.02	\$55.66	NB
6	600	1" Curb Stop FXF	\$95.53	NB	\$80.20	\$69.23	NB
7	600	1" Curb Stop Compression	\$82.78	NB	\$88.83	\$80.66	NB
8	200	3/4" Service Elbow Comp/MIP Thread L84-33 G	\$18.43	NB	\$16.10	\$15.30	NB
9	200	1" Service Elbow Comp/MIP Thread L84-44 G	\$30.66	NB	\$27.81	\$24.13	NB
10	200	3/4" Copper to Iron Compression C84-33 G	\$17.45	NB	\$14.46	\$13.29	NB

11	200	1" Copper to Iron Compression C84-44 G	\$20.66	NB	\$17.18	\$15.75	NB
12	200	3/4" Copper to Copper Compression/Compression C44-33 G	\$21.25	NB	\$17.60	\$16.19	NB
13	200	1" Copper to Copper Compression/Compression C44-44 G	\$24.31	NB	\$19.77	\$18.52	NB
14	2000	3/4" Female Iron Pipe x 1" Male Iron Pipe C18-34	\$4.00	NB	NB	\$5.75	NB
15	100	3/4" Curb Stop Flare B21-333W.	\$57.71	NB	\$65.78	\$55.86	NB
16	100	1" Swivel Nut (Female Flare Nut Thread) X CTS 44765-22	NB	NB	\$30.76	\$36.37	NB
17	100	1-1/2" Ball Valve F x F B11-666	\$190.79	NB	\$174.83	\$153.04	NB
18	100	2" Ball Valve B11-777	\$281.19	NB	\$236.72	\$214.37	NB
19	500	Adapter, Meter, Brass 1" x 3/4"	\$5.00	NB	NB	\$12.16	NB
20	500	Bushing, Brass 1" IPS x 3/4" IPS	\$5.00	NB	\$3.23	\$3.95	NB
21	100	Corp Stop, 3/4"	\$56.31	NB	\$48.87	\$44.88	NB
22	100	Corp Stop, Slip, 3/4"	\$60.00	NB	\$59.00	\$44.88	NB
23	100	Corp Stop, Slip, 1"	\$80.00	NB	\$69.00	\$54.72	NB
PVC Fittings							
Item #	Qty	Part Description					
24	100	3/4" PVC Coupling Sch #40	NB	NB	\$0.33	\$0.25	NB
25	100	1" PVC Coupling Sch #40	NB	NB	\$0.60	\$0.46	NB
26	100	3/4" PVC Female Adapter Sch #40	NB	NB	\$0.60	\$0.44	NB
27	100	4" PVC Sewer Tee Wye Glue x Glue for 30/34 Pipe	NB	NB	\$6.88	\$5.99	NB

28	100	4" PVC Sewer Threaded Clean Out Plug for 30/34 Pipe	NB	NB	\$2.61	\$2.28	NB
29	100	4" PVC Sewer Female Adapter for 30/34 Pipe	NB	NB	\$4.27	\$3.73	NB
30	200	6" PVC Elbow 45 for 30/34 Pipe Glue x Glue	NB	NB	\$12.82	\$11.20	NB
31	200	6" PVC Elbow 45 for 30/34 Pipe Glue x Spigot	NB	NB	\$16.41	\$14.31	NB
32	200	6" PVC Clean Out w/Plug for 30/34 Pipe (Complete)	NB	NB	\$36.37	\$29.00	NB
33	200	6" PVC Sewer Tee Wye Glue x Glue for 30/34 Pipe	NB	NB	\$47.28	\$41.00	NB
34	100	4" PVC Elbow 45 Glue x Spigot for 30/34 Pipe	NB	NB	\$4.42	\$3.86	NB
35	100	6" PVC Elbow 22 1/2" Glue x Glue for 30/34 Pipe	NB	NB	\$15.61	\$13.67	NB
36	100	4" PVC Elbow 22 1/2" Glue x Glue for 30/34 Pipe	NB	NB	\$3.57	\$3.15	NB
37	50	4" Backwater Valve (Sewer), PVC	NB	NB	\$42.00	\$75.00	NB
38	20	6" Backwater Valve (Sewer), PVC	NB	NB	\$189.00	\$417.00	NB
39	50	Flange Kit, Cast Iron, 1 1/2"	NB	NB	NB	NB	NB
40	50	Flange Kit, Cast Iron, 2"	NB	NB	NB	NB	NB
41	20	2" C87 -77-NL Cplg MIX x PJ PVC	\$130.04	NB	\$88.80	\$78.49	NB
42	20	2" C17 -77NL Cplg FIP XPI (PVC)	\$114.15	NB	\$102.03	\$90.20	NB
43	20	2" C77 -77NL Cplg PIP (PVC)	\$155.48	NB	\$175.52	\$118.48	NB
44	100	1 Sch 80 90° elbow	NB	NB	\$2.27	\$1.85	NB
45	100	1 Sch 80 90° mip	NB	NB	\$8.57	\$3.75	NB
46	100	1 Sch 80 flp	NB	NB	\$4.12	\$3.45	NB
47	100	1 Sch 80 Coupling	NB	NB	\$2.70	\$2.50	NB
3							
Item #	Est. Qty.	Part Description					

48	100	3/4" X 2" Galv Nipple	NB	NB	\$1.75	NB	NB
49	100	2" Galv Allthread Nipple	NB	NB	\$5.35	NB	NB
50	200	3/4" Galv Comp Coup (LS) Dresser	NB	NB	\$26.88	NB	NB
51	200	1" Galv Comp Coup (LS) Dresser	NB	NB	\$30.58	NB	NB
52	200	2" Galv Comp Coup (LS) Dresser	NB	NB	\$59.12	NB	NB
53	75	3/4" Galv Comp Coup (SS) Dresser	NB	NB	\$18.00	NB	NB
54	75	1" Galv Comp Coup (SS) Dresser	NB	NB	\$24.29	NB	NB
55	100	1-1/4" Galv Comp Coup (SS) Dresser	NB	NB	\$48.22	NB	NB
56	100	1-1/2" Galv Comp Coup (SS) Dresser	NB	NB	\$51.68	NB	NB
57	100	2" Galv Comp Coup (SS) Dresser	NB	NB	\$61.37	NB	NB
58	100	3/4" X 3" Galv Nipple	NB	NB	\$1.98	NB	NB
59	100	3/4" X 5" Galv Nipple	NB	NB	\$3.08	NB	NB
60	100	2" X 4" Galv Nipple	NB	NB	\$6.87	NB	NB
61	100	2" X 6" Galv Nipple	NB	NB	\$10.20	NB	NB
62	50	1-1/2" X 1" Galv Bell Reducer	NB	NB	\$10.48	NB	NB
63	50	1" X 3/4" Galv Bell Reducer	NB	NB	\$5.94	NB	NB
64	50	1-1/4" X 3/4" Galv Bell Reducer	NB	NB	\$8.14	NB	NB
65	100	2 1/2 X 6 Galv Nipple	NB	NB	\$22.12	NB	NB
66	100	2- 1/2 x 4 Galv Nipple	NB	NB	\$18.05	NB	NB
67	100	2 1/2 x 2 Galv Nipple	NB	NB	\$15.00	NB	NB
68	100	2 x 1 1/2 Galv Bell Reducer	NB	NB	\$14.30	NB	NB
69	100	1 1/2 x 1/2 Galv Reducer	NB	NB	\$10.48	NB	NB
70	25	2 x 1 Galv Bell Reducer	NB	NB	\$14.30	NB	NB

71	100	2" Galv Allthread Nipple	NB	NB	\$5.01	NB	NB
72	100	2" Brass Allthread Nipple	NB	NB	\$10.41	NB	NB
73	100	2" X 3 " Brass Nipple	NB	NB	\$12.68	NB	NB
74	100	2" X 4" Brass Nipple	NB	NB	\$16.95	NB	NB
75	100	2" X 6" Brass Nipple	NB	NB	\$28.00	NB	NB
Meter Couplings, Washer and Re-setters							
Item #	Est. Qty.	Part Description					
76	2000	3/4" Meter Coupling (5680 Hayes or Equal)	NB	NB	\$6.58	\$4.50	NB
77	7000	3/4" Meter Washer (Rubber)	NB	NB	\$0.18	\$0.09	NB
78	180	5/8" x 3/4" x 9" Meter Thread x Meter Thread 18-209 W. X.	NB	NB	\$137.56	\$97.00	NB
79	100	5/8 x 3/4" x 12" Meter Thread X Meter Thread 18-212 W. X.	NB	NB	\$142.33	\$101.00	NB
80	36	5/8 x 3/4" x 15" Meter Thread X Meter Thread 18-215 W. X.	NB	NB	\$147.12	\$105.00	NB
81	2000	3/4" x 1/32" Fiber Meter Washer	NB	NB	\$0.13	\$0.08	NB
82	400	1" Meter Coupling (5680 Hayes or Equal)	NB	NB	\$12.84	\$5.90	NB
83	36	5/8" X 3/4" x 7" Meter Thread x Meter Thread 18-215 W. X.	NB	NB	\$134.48	\$94.00	NB
Manhole Cover and Rings							
Item #	Est. Qty.	Part Description					
84	50	Locking Ring and Cover (Bolt Down)	\$289.61	NB	NB	\$245.00	NB
85	60	1" Manhole Ring Riser 24"	\$33.00	NB	NB	\$27.00	NB
86	40	1- 1/2" Manhole Ring Riser 24"	\$34.45	NB	NB	\$34.00	NB
87	60	2" Manhole Ring Riser 24"	\$51.23	NB	NB	\$40.00	NB
88	30	6" Cement Grade Ring	\$43.75	NB	NB	\$45.00	NB
89	30	4" Cement Grade Ring	\$39.38	NB	NB	\$34.00	NB

90	30	2" Cement Grade Ring		\$30.63	NB	NB	\$30.00	NB
91	100	4" Max Adaptor		\$97.53	NB	\$70.78	\$53.58	NB
92	100	8" Fernco Coupling 8" Clay x 6" PVC		\$18.00	NB	\$24.17	\$14.00	NB
93	75	6" Fernco Coupling 6" Clay x 4" PVC		\$10.00	NB	\$13.48	\$9.50	NB
94	200	6" Fernco Coupling 6" PVC x 4" PVC		\$10.00	NB	\$13.48	\$9.50	NB
95	120	6" Max Adaptor		\$145.27	NB	\$100.50	\$79.67	NB
96	100	8" Fernco Coupling 8" Concrete x 6" PVC		\$25.00	NB	\$25.96	\$22.00	NB
97	100	8" Max Adaptor		\$192.00	NB	\$132.41	\$104.98	NB
98	100	10" Max Adaptor		\$239.00	NB	\$173.61	\$134.00	NB
99	100	12" Max Adaptor		\$287.00	NB	\$208.26	\$160.00	NB
100	100	6" Fernco Coupling 6" Concrete x 4" PVC		\$10.00	NB	\$14.38	\$9.50	NB
Hymax Coupling (Krausz)								
Item #	Est. Qty.	Part Description						
101	150	6" Hymax Coupling (642/768) HC		\$226.00	NB	\$255.25	\$201.71	NB
102	30	8" Hymax Coupling (854/984) HC		\$255.00	NB	\$288.17	\$227.74	NB
103	20	10" Hymax Coupling (1096/1226) HC		\$347.00	NB	\$360.73	\$309.77	NB
104	10	12" Hymax Coupling (1315/1441) HC		\$463.00	NB	\$558.23	\$413.69	NB
105	20	2" Hymax Coupling (210/303) HC		\$101.00	NB	\$114.02	\$90.11	NB
106	20	4" Hymax Coupling (424/511) HC		\$171.00	NB	\$192.72	\$152.31	NB
107	20	3" Hymax Coupling (364/433) HC		\$133.00	NB	\$150.41	\$118.86	NB
Valve Boxes and Tops								
Item #	Est. Qty.	Part Description						

108	400	Valve Box w/tops Slip Type	\$50.00	NB	\$53.78	\$43.00	NB
109	296	6" Concrete Valve Box Pad	NB	NB	\$15.62	\$11.50	NB
110	100	Valve Box Top Section w Tops Slip 15"	\$30.00	NB	\$27.50	\$22.00	NB
111	100	1" Valve Box Riser	\$8.75	NB	\$7.68	\$7.00	NB
112	100	1- 1/2" Valve Box Riser	\$10.00	NB	\$9.52	\$8.00	NB
113	100	2" Valve Box Riser	\$11.25	NB	\$11.01	\$9.50	NB
114	50	3" Valve Box Riser	\$15.43	NB	\$14.67	\$12.00	NB
115	50	4" Valve Box Riser	\$20.00	NB	\$21.20	\$16.00	NB
116	1000	Carson 10152012 1015-12 Plastic Body w/2" Touch Read hole in lid (Complete)	\$19.00	NB	\$18.64	\$21.00	NB
117	25	Jumbo Plastic Mtr Box (Complete)	\$60.00	NB	\$60.00	\$28.00	NB
118	25	Super Jumbo Plastic Mtr Box (Complete)	\$135.00	NB	\$131.95	\$115.00	NB
119	1500	Meter Box top W/2" Touch Read hole for Rome Box (10x19x10)	\$13.75	NB	\$12.24	\$15.25	NB
120	1000	Meter Box top W/2" Touch Read hole and Rome Box (10x19x10) (Complete)	\$40.00	NB	\$38.63	\$38.00	NB
110337 Repair							
Item #	Qty	Description					
121	10	3" x 15" Repair Band (346-370) Smith-Blair	\$104.00	NB	\$108.80	\$86.74	NB
122	50	6" x 15" Repair Band (684-724) Smith-Blair	\$116.00	NB	\$137.75	\$109.83	NB
123	50	6" x 15" Repair Band (684-764) Smith-Blair	\$116.00	NB	\$229.20	\$158.37	NB
124	50	6" x 15" Repair Band (705-7.45) Smith-Blair 226	\$160.00	NB	\$139.51	\$111.25	NB
125	50	6" x 15" Repair Band (656-696) Smith-Blair	\$116.00	NB	\$131.42	\$104.82	NB
126	100	1/2" x 3" Handiband Repair Band Smith-Blair 244	\$18.75	NB	\$25.88	\$16.50	NB
127	100	3/4" x 3" Handiband Repair Band Smith-Blair 244	\$19.00	NB	\$26.21	\$16.71	NB

128	100	1" x 3" Handband Repair Band Smith-Blair 244	\$20.00	NB	\$27.74	\$17.68	NB
129	100	2" x 3" Handband Repair Band Smith-Blair 244	\$41.00	NB	\$31.64	\$20.28	NB
130	100	1½" x 6" Handband Repair Band Smith-Blair 244	\$20.00	NB	\$55.14	\$35.13	NB
131	100	¾" x 6" Handband Repair Band Smith-Blair 244	\$38.00	NB	\$55.44	\$35.32	NB
132	100	1" x 6" Handband Repair Band Smith-Blair 244	\$39.00	NB	\$55.84	\$35.58	NB
133	100	2" x 6" Handband Repair Band Smith-Blair 244	\$41.00	NB	\$59.12	\$37.67	NB
134	30	6" x 7-1/2" Repair Band (684-764) Smith-Blair	\$79.00	NB	\$88.17	\$81.49	NB
135	20	2" x 15" Repair Band (2.35-2.63) Smith-Blair	\$50.00	NB	\$107.82	\$75.67	NB
136	40	8" x 15" Repair Band (898-936) Smith-Blair	\$100.00	NB	\$193.71	\$180.08	NB
M.J. Valves - Open Left							
Item #	Est. Qty.	Part Description					
137	40	6" M.J. Valve w/acc Open Left	\$650.00	NB	\$605.74	\$463.91	NB
138	20	8" M. J. Valve w/acc Open Left	\$1,005.00	NB	\$908.02	\$738.27	NB
139	40	2" Iron Body Valve w/2" Female Thread	\$320.00	NB	\$275.00	\$222.54	NB
140	10	4" M.J. Valve w/acc (Open Right)	\$550.00	NB	\$484.27	\$363.92	NB
141	40	6" M.J. Valve w/acc (Open Right)	\$650.00	NB	\$619.77	\$463.91	NB
142	20	8" M.J. Valve w/acc (Open Right)	\$1,005.00	NB	\$968.11	\$738.27	NB
143	6	4" Tapping Valve w/acc (Open Right)	\$930.00	NB	\$588.63	\$458.85	NB
144	4	16" M.J. Valve w/acc and gearing (Open Right)	\$6,840.00	NB	\$7,750.00	\$5,401.00	NB
Tapping Saddles							
Item #	Est. Qty.	Part Description					
145	50	6" x 1" CC Tapping Saddle(684-7.60) Double Strap	\$33.00	NB	\$45.42	\$29.00	NB
146	20	4 x 1 CC Tapping Saddle (474-563) Double Strap	\$32.00	NB	\$36.88	\$24.00	NB

147	12	8" x 2" CC Tapping Saddle (854-1010) Double Strap	\$44.00	NB	\$61.84	\$39.00	NB
148	12	10" x 2 CC Tapping Saddle (1061-1212) Double Strap	\$78.00	NB	\$81.60	\$53.00	NB
149	12	12" x 1" CC Tapping Saddle (1262-1432) Double Strap	\$57.00	NB	\$76.88	\$51.00	NB
150	36	8" x 1" CC Tapping Saddle (854-1010) Double Strap	\$35.00	NB	\$49.60	\$32.00	NB
151	12	10" x 1" CC Tapping Saddle (10164-12.12) Double Strap	\$88.00	NB	\$64.10	\$41.00	NB
152	24	8" x 1" CC Tapping Saddle (796-872) Double Strap 313	\$35.00	NB	\$46.72	\$31.00	NB
153	24	2-1/2" X 1" CC Tapping Saddle (2.44 - 2.97) Double Strap	\$25.00	NB	\$28.84	\$19.00	NB
154	50	6" x 1" CC Tapping Saddle(684-7.60) Double Strap 313	\$28.00	NB	\$45.42	\$29.00	NB
155	30	2" x 1" CC Tapping Saddle (2.35-2.56) Double Strap 313	\$25.00	NB	\$26.27	\$18.00	NB
156	30	6" x 2" CC Tapping Saddle (6.87-7.60) Double Strap 313	\$37.00	NB	\$56.00	\$37.00	NB
2.54							
Item #	Est. Qty.	Part Description					
157	3300	3/4" Copper Tubing 60' Rolls soft K	NB	NB	NB	\$5.75	NB
158	4600	3/4" Copper Tubing 100' Rolls soft K	NB	NB	NB	\$5.75	NB
159	4200	1" Copper Tubing 60' Rolls soft K	NB	NB	NB	\$7.50	NB
160	1500	1" Copper Tubing 100' Rolls soft K	NB	NB	NB	\$7.50	NB
161	300	1 1/2" Copper Tubing 60' Rolls soft K	NB	NB	NB	\$11.75	NB
162	300	2" Copper Tubing 60' Rolls soft K	NB	NB	NB	\$18.50	NB
163	1001	4" PVC Sewer Pipe 30/34 x/Lub	NB	NB	NB	\$1.90	NB
164	3003	6" PVC Sewer Pipe 30/34 w/Lub	NB	NB	NB	\$4.25	NB
165	1001	8" PVC Sewer Pipe 30/34 w/Lub	NB	NB	NB	\$7.65	NB
166	500	6" Ductile Pipe Slip Joint	NB	NB	NB	\$16.73	NB

167	500	8" Ductile Pipe Slip Joint	NB	NB	NB	\$22.02	NB
168	200	14" Ductile Iron Water Pipe	NB	NB	NB	\$43.77	NB
169	200	16" Ductile Iron Water Pipe	NB	NB	NB	\$54.58	NB
170	1000	4" C900 Water Pipe	NB	NB	NB	\$5.90	NB
171	2000	6" C900 Water Pipe	NB	NB	NB	\$11.70	NB
172	2000	8" C900 Water Pipe	NB	NB	NB	\$20.10	NB
173	1000	10" C900 Water Pipe	NB	NB	NB	\$30.60	NB
174	1000	12" C900 Water Pipe	NB	NB	NB	\$38.50	NB
175	2100	2" galvanized pipe	NB	NB	NB	NB	NB
176	1500	3/4" PVC Pipe SCH 40	NB	NB	NB	\$0.75	NB
177	1500	1" PVC Pipe SCH 40	NB	NB	NB	\$1.00	NB
178	1200	2" PVC Pipe SCH 40	NB	NB	NB	\$1.75	NB

Tools & Miscellaneous Parts

Item listed must be Razor Back Brand or like quality:

Item #	Est. Qty.	Part Description					
179	50	Square Point Open Back Blade 48" Oak Handle <i>(Razor Back Brand or like quality)</i>	NB	\$25.00	NB	NB	NB
180	50	Round Point Open Back Blade 48" Oak Handle <i>(Razor Back Brand or like quality)</i>	NB	\$25.00	NB	NB	NB
181	20	FiberGlass Closed Back Drain Spade Long Handle #47-602 <i>(Razor Back Brand or like quality)</i>	NB	\$37.13	NB	NB	NB
182	20	FiberGlass Handle Forged Bow Rake #63-184 <i>(Razor Back Brand or like quality)</i>	NB	\$32.00	NB	NB	NB
183	12	Wooden Oak Handle Bush Axe <i>(Razor Back Brand or like quality)</i>	NB	\$39.00	NB	NB	NB
184	12	FiberGlass Handle Double Face Axe <i>(Razor Back Brand or like quality)</i>	NB	\$42.90	NB	NB	NB
185	50	3/4" Hose Bib	NB	NB	\$11.42	\$4.75	NB
186	50	3/4" pressure Reducing Valve (PRV) Watts or equal	NB	NB	\$96.80	\$59.50	NB

187	48	1" pressure Reducing Valve (PRV) Watts or equal	NB	NB	\$100.65	\$83.00	NB
188	20	3/4" Gate Valve (Hand) Brass	NB	NB	\$12.74	\$6.95	NB
189	20	1" Gate Valve (Hand) Brass	NB	NB	\$17.75	\$9.95	NB
190	20	2" Gate Valve (Hand) Brass	NB	NB	\$52.11	\$32.95	NB
M.J. ELBOWS AND TEES (EPOXY COATED)							
Item #	Est. Qty.	Part Description					
191	10	6" M.J. Elbows 45	NB	NB	\$66.74	\$59.00	NB
192	2	8" M.J. Elbows 22 1/2	NB	NB	\$94.94	\$85.00	NB
193	2	8" M.J. Elbows 45	NB	NB	\$97.29	\$87.00	NB
194	2	8" M.J. Elbows 90	NB	NB	\$118.91	\$107.00	NB
195	2	10" M.J. Elbow 45	NB	NB	\$140.53	\$125.00	NB
196	2	10" M.J. Elbow 90	NB	NB	\$188.43	\$168.00	NB
197	10	6" x 6" x 6" M.J. Tee	NB	NB	\$118.44	\$106.00	NB
198	5	8" x 8" x 8" M.J. Tee	NB	NB	\$177.19	\$159.00	NB
199	4	6" M.J. Elbow 22 1/2"	NB	NB	\$60.63	\$55.00	NB
200	15	1" x 24 3/4" Adjustable Ring	NB	NB	NB	NB	NB
201	15	2" x 24 3/4" Adjustable Ring	NB	NB	NB	NB	NB
M.J. TAPPING SLEEVES, CL. AND AC PIPE							
Item #	Est. Qty.	Part Description					
202	5	6" x 6" M.J. Tapping Sleeve For Cast Iron	NB	NB	\$1,008.56	\$775.00	NB
203	5	8" x 6" M.J. Tapping Sleeve For Cast Iron	NB	NB	\$1,238.65	\$913.00	NB
204	5	8" x 4" M.J. Tapping Sleeve For Cast Iron	NB	NB	\$1,238.65	\$913.00	NB
205	3	8" x 4" M.J. Tapping Sleeve For AC (epoxy coated)	NB	NB	NB	NB	NB

206	4	12" x 6" M.J. Tapping Sleeve For C/D/I (epoxy coated)	NB	NB	NB	NB	NB
207	2	14" x 6" M.J. Tapping Sleeve For C/D/I (epoxy coated)	NB	NB	NB	NB	NB
Mega Lug For CI and PVC Pipe (Smith 8011)							
Item #	Qty	Part Description					
208	200	6" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$39.87	\$34.25	NB
209	50	8" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$54.11	\$46.67	NB
210	30	12" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$103.64	\$89.21	NB
211	12	16" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$223.73	\$199.87	NB
212	50	6" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$46.59	\$39.89	NB
213	50	8" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$62.86	\$53.82	NB
214	30	4" Mega Lug (for PVC Pipe) Packs w/acc	NB	NB	\$36.73	\$31.87	NB
215	30	4" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$32.04	\$27.72	NB
216	30	3" Mega Lug (for Ductile Pipe) Packs w/acc	NB	NB	\$29.52	\$25.47	NB
FIRE HYDRANT							
Item #	Est. Qty.	Part Description					
217	5	M&H 5- 1/4 Fire Hydrant Ext 12" 6 & 8 Bolts		NB	NB	\$262.00	NB
218	5	M&H 5- 1/4 Fire Hydrant Ext 18" 6 & 8 Bolts	\$404.00	NB	NB	\$299.00	NB
219	5	M&H 5- 1/4 Fire Hydrant Ext 24" 6 & 8 Bolts	\$448.00	NB	NB	\$332.00	NB
220	5	MU 5- 1/4 Fire Hydrant Ext 12" 6 & 8 Bolts	NB	NB	\$597.50	\$358.00	NB
221	5	MU 5- 1/4 Fire Hydrant Ext 18" 6 & 8 Bolts	NB	NB	\$678.35	\$407.00	NB
222	5	MU 5- 1/4 Fire Hydrant Ext 24" 6 & 8 Bolts	NB	NB	\$736.94	\$458.00	NB
223	20	Safety Flange Kit / f M&H 5- 1/4 Fire Hydrant	\$144.00	NB	NB	\$127.00	NB

224	10	Safety Flange Kit /f M&H 4-1/2 Fire Hydrant	\$144.00	NB	NB	\$127.00	NB
225	20	Safety Flange Kit /f MU 5-1/4 Fire Hydrant	NB	NB	\$135.00	\$123.00	NB
226	10	Safety Flange Kit /f MU 4-1/2 Fire Hydrant	NB	NB	\$150.00	\$116.00	NB
227	2	MU 4-1/2 Fire Hydrant Ext 12"	NB	NB	\$324.80	\$323.00	NB
228	2	M&H 4-1/2 Fire Hydrant Ext 12"	NB	NB	NB	\$248.00	NB
229	10	36" 5-1/4 x 36 Bury Fire Hydrant -Mueller	NB	NB	\$1,744.71	\$1,550.32	NB
230	10	36" 5-1/4 x 36 Bury Fire Hydrant -M&H	\$1,650.00	NB	NB	\$1,550.32	NB
231	25	48" 5-1/4 x 48 Bury Fire Hydrant -Mueller	NB	NB	\$1,893.87	\$1,625.89	NB
232	25	48" 5-1/4 x 48 Bury Fire Hydrant -M&H	\$1,731.00	NB	NB	\$1,625.89	NB
233	1	72" 5-1/4 x 72 Bury Fire Hydrant -Mueller	NB	NB	\$2,069.60	\$1,776.66	NB
234	1	72" 5-1/4 x 72 Bury Fire Hydrant -M&H	\$1,891.00	NB	NB	\$1,776.66	NB
BACK FLOW DEVICES							
Item #	Est. Qty.	Part Description					
235	5	Watts 1 Double Check Valve Assembly	NB	NB	\$131.92	\$113.00	NB
236	5	Watts 1-1/2 Double Check Valve Assembly	NB	NB	\$288.65	\$248.00	NB
237	5	Watts 2 Double Check Valve Assembly	NB	NB	\$354.54	\$303.00	NB
238	5	Watts 1 Reduce Pressure Zone Assembly	NB	NB	\$218.18	\$187.00	NB
239	5	Watts 1-1/2 Reduce Pressure Zone Assy	NB	NB	\$411.81	\$352.00	NB
240	5	Watts 2 Reduce Pressure Zone Assembly	NB	NB	\$452.73	\$387.00	NB
241	5	Watts 3 Reduce Pressure Zone Assembly	NB	NB	\$1,669.29	\$1,506.00	NB
Additional Items							
Item #	Est. Qty.	Part Description					
242	1000	Asphalt Bags (Perma Patch) (60 lbs)	NB	NB	NB	NB	NB

243	100	Fast Plug (Hy Cement) 50 lbs	NB	NB	\$33.30	\$24.50	NB
244	120	W/SCP Water Filter Cart/Sed	NB	NB	NB	NB	NB
245	30	WC34-PR Whole House Water Filter	NB	NB	NB	NB	NB
246	200	32 oz Purple Primer/Cleaner	NB	NB	\$15.95	NB	NB
247	200	1 Qt #5 Pipe CMPD Brushstop	NB	NB	\$37.00	NB	NB
248	2000	1 Pint Hot Blue Cement	NB	NB	\$12.58	NB	NB
249	1000	Portland Cement (Type I) 92.6 lbs	NB	NB	NB	NB	NB
250	125	Disposable Coveralls Large	NB	\$6.00	NB	NB	\$3.96
251	125	Disposable Coveralls X-Large	NB	\$6.00	NB	NB	\$3.96
252	125	Disposable Coveralls 2X- Large	NB	\$6.50	NB	NB	\$3.96
253	125	Disposable Coveralls 3X-Large	NB	\$6.50	NB	NB	\$4.13
254	125	Disposable Coveralls 4X-Large	NB	\$7.00	NB	NB	\$4.38
255	50	Disposable Coveralls 5X-Large	NB	\$7.00	NB	NB	\$4.69
256	50	Disposable Coveralls 6X- Large	NB	\$8.75	NB	NB	NB
Repair Bands							
Item #	Est. Qty.	Part Description					
257	10	Repair Band, (899-939), 8" X 12 1/2" S-B or equal	NB	NB	\$166.02	\$115.00	NB
258	20	Repair Band, (970-1010), 8" X 15" S-B or equal	NB	NB	\$225.55	\$156.00	NB
259	20	Repair Band, (899-979), 8" X 7 1/2" S-B or equal	NB	NB	\$135.20	\$92.17	NB
260	20	Repair Band, (933-971), 8" X 7 1/2" S-B or equal	NB	NB	\$105.97	\$73.00	NB
261	20	Repair Band, (899 - 939), 8" X 15" S-B or equal	NB	NB	\$264.15	\$137.00	NB
262	20	Repair Band, (899-939), 8" X 20" S-B or equal	NB	NB	\$274.08	\$189.00	NB
263	20	Repair Band, (705-745), 6" X 20" S-B or equal	NB	NB	\$237.68	\$165.00	NB

264	20	Repair Band, (684-724), 6" X 7 1/2" S-B or equal	NB	NB	\$86.67	\$69.00	NB
265	20	Repair Band, (854-894), 8" X 12 1/2" S-B or equal	NB	NB	\$161.10	\$119.00	NB
266	20	Repair Band, (854-894), 8" X 10" S-B or equal	NB	NB	\$135.31	\$94.00	NB
267	20	Repair Band, (899-979), 8" X 15" S-B or equal	NB	NB	\$196.86	\$180.08	NB
268	20	Repair Band, (854-894), 8" X 12 1/2" S-B or equal	NB	NB	\$161.10	\$134.00	NB
269	20	Repair Band, (854-894), 8" X 7 1/2" S-B or equal	NB	NB	\$100.47	\$69.00	NB
Romac Couplings							
Item #	Est. Qty.	Part Description					
270	10	8 Macro COUPLING, ROMAC 8.60 - 9.75	NB	NB	\$336.36	\$370.00	NB
271	10	6 Macro COUPLING, ROMAC 6.60 - 7.60	NB	NB	\$297.03	\$327.00	NB
272	10	8 ALPHA Restraint Coupling 8.60-9.10	NB	NB	\$464.70	\$445.00	NB
273	10	6 ALPHA Restraint Coupling 6.60-7.00	NB	NB	\$409.27	\$392.00	NB
274	10	8 Cap, Wide Ranged, Romac Alpha End	NB	NB	\$339.35	\$338.00	NB
275	10	6 Cap, Wide Ranged, Romac Alpha End	NB	NB	\$247.26	\$247.00	NB

MSC INDUSTRIAL SUPPLY CO.
4809 TECHNOLOGY DRIVE
MARTINEZ, GA 30907

E.T. INDUSTRIAL SUPPLY CO. INC.
3208-B MIKE PADGETT HWY.
AUGUSTA, GA 30906

FORTILINE WATERWORKS-AUGUSTA
1628 BARTON CHAPEL ROAD,
AUGUSTA, GA 30909

H D SUPPLY WATERWORKS
3620 MILLEDGEVILLE ROAD
AUGUSTA, GA 30909

AM LEONARD
241 FOX DRIVE
PIQUA, OH 45356

FORTILINE WATER WORKS
221 LAUREL ROAD
LEXINGTON, SC 29073

GRAINGER
1516 GORDON HIGHWAY
AUGUSTA, GA 30901

CONSOLIDATED PIPE AND SUPPLY
10887 OLD ATLANTA HWY
COVINGTON, GA 30014

EMPIRE PIPE & SUPPLY
P.O. BOX 101149
209 ALTON ROAD
BIRMINGHAM, AL 35210

HYDRAFLO, INC.
1030 MILAM
BEAUMONT, TX 77701

FERGUSON UNDERGROUND
4188 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909

LANIER MUNICIPAL SUPPLY
P.O. BOX 127
LAKELAND, GA 31635

U.S. FILTER
3620 MILLEDGEVILLE ROAD
AUGUSTA, GA 30909

DODGE JOHNSON
P & H SUPPLY CO., INC.
PO BOX 268
WARRENTON, GA 30828

DILLON SUPPLY COMPANY
2107 NOLAND CONNECTOR
AUGUSTA, GA 30909

R. JOHNSON SALES & SUPPLY
3114 AUGUSTA TECH DRIVE SUITE #2
AUGUSTA, GA 30906

ATLANTIC SUPPLY
1628 BARTON CHAPEL ROAD
AUGUSTA, GA 30909

LANIER MUNICIPAL SUPPLY INC.
748 E HWY 80
EDEN, GA 31307

COVENANT DISTRIBUTIONS
1227 AUGUSTA WEST PARKWAY
AUGUSTA, GA 30909
RETURNED MAIL

WRIGHTSBORO SUPPLY PLUMBING & ELEC.
1624 BARTON CHAPEL RD.
AUGUSTA, GA 30909

RELIABLE SERVICES
P.O. BOX 2205
STOCKBRIDGE, GA 30281

CORE AND MAIN
3620 MILLEDGEVILLE RD.
AUGUSTA, GA 30909

HANSON PIPE & PRECAST
2820 TREMONT AVENUE
SAVANNAH, GA 31405

RICHMOND SUPPLY
601 LANEY WALKER BLVD.
AUGUSTA, GA 30901

BARNHART'S FEED AND SEED
2323 HWY. 88
HEPHZIBAH, GA 30815

SAFETY PRODUCTS
3517 CRAFTSMAN BLVD
LAKELAND, FL 33803

HERTZ EQUIPMENT
2017 RAWLEY ROAD
AUGUSTA, GA 30906

TOOLE SUPPLY
1605 HARTRICH
AUGUSTA, GA 30906

KIMBALL MIDWEST
4800 ROBERTS ROAD
COLUMBUS, OH 43228

BID ITEM #21-066
PAGE 1 OF 2

**R. JOHNSON SALE AND SUPPLY
3114 AUGUSTA TECH DRIVE
AUGUSTA, GA 30906**

**WES BYNE
UTILITIES DEPARTMENT**

**TERENCE WALKER
WLYDS ROAD
UTILITIES DEPARTMENT**

**PHYLLIS JOHNSON
LSBOP/COMPLIANCE OFFICE**

**BID ITEM #21-066
WAREHOUSE INVENTORY SUPPLIES-
ANNUAL CONTRACT
FOR AUGUSTA, GA-UTILITIES DEPT
BID DUE: THUR., 4/22/21 @ 11:00 A.M.**

**BID ITEM #21-066
WAREHOUSE INVENTORY SUPPLIES-
ANNUAL CONTRACT
FOR AUGUSTA, GA-UTILITIES DEPARTMENT
BID MAILED: 03/17/21**

**BID ITEM #21-066
PAGE 2 OF 2**



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
2021 Annual Bid Recommendation of Award**

Department:	Procurement
Presenter:	Geri Sams
Caption:	Motion to due to the fact that purchases on the individual purchase orders will exceed \$25,000.00 per order. The following annual bid item:Utilities Department - 21-066 - Warehouse Inventory Supplies.
Background:	The item has been bid through the sealed bid process as directed in the Augusta Procurement Code. The User Departments have reviewed the submittals and has presented a recommendation of award to the Procurement Department.
Analysis:	The Utilities Department is responsible for the purchase of the items listed on the individual bids.
Financial Impact:	Purchases will be made on an as needed basis. Various funds will be provided by the Utilities Departments.
Alternatives:	Not to award and require the User Departments to follow the purchasing guidelines as listed in the Augusta Procurement Code for each individual purchase.
Recommendation:	Approve item as requested or deny and require the Utilities Department to make purchases on on an as needed basis utilizing the guidelines provided in the Augusta Procurement Code.
Funds are Available in the Following Accounts:	506-04-3410

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting
7/14/2021 1:20 PM
Award Purchase of Law Department Furnishings

Department:	Central Services - Facilities
Presenter:	Takiyah A. Douse
Caption:	Motion to approve bid award contract to furnish and install new furnishings for the newly renovated Law Department Building to the lowest responsive bidder, Modern Business Workplace Solutions of Augusta, GA, in the amount of \$147,632.43 . (Bid Item #21-171)
Background:	Renovations to the Law Department Building at 535 Telfair Street, Building 3000 will be completed in late June. Staff has endeavored to repurpose existing furniture to the extent possible. However, increases in staff and replacement of older unstable pieces make it necessary to buy additional furnishings. Bid Item 21-171 was issued through the Procurement Department to obtain the pieces required to support ongoing operations of the Law Department.
Analysis:	The lowest responsive bid to furnish and install the necessary furnishings was submitted by the Modern Business Workplace Solutions of Augusta, GA, in the amount of \$147,632.43
Financial Impact:	The contract amount is \$147,632.43.
Alternatives:	1. Award the contract to furnish and install new furnishings for the newly renovated Law Department Building to the lowest responsive bidder, Modern Business Workplace Solutions of Augusta, GA, in the amount of \$147,632.43. 2. Do not award
Recommendation:	Award the contract to furnish and install new furnishings for the newly renovated Law Department Building to the lowest responsive bidder, Modern Business Workplace Solutions of Augusta, GA, in the amount of \$147,632.43. (Bid Item #21-171)

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

Funds are available for this project in SPLOST VII: GL 329-05-
1120 JL 216-05-7902

REVIEWED AND APPROVED BY:

Finance.

Human Resources.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting

7/14/2021 1:20 PM

Presentation of projects administered by the Augusta Georgia Counties Internship Program (GCIP) participants.

Department: Administrator

Presenter:

Caption: Presentation of projects administered by the Augusta Georgia Counties Internship Program (GCIP) participants. Interns will present their lasting contributions and research in support of Augusta's efforts to deliver economic development, marketing and communications, finance, performance and government.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

Augusta, Georgia Job Description

Approved Title: Administrative Assistant III
Working Job Title: Administrative Assistant
Department: Augusta Housing & Community Development
Reports to: Director, HCD

Job Code:
Pay Grade: 15

FLSA Classification: Non-Exempt
Date Revised: June 10, 2019

Does the Position Have Direct Reports? Yes ☐ No ☒

If Yes, What is the Title of the Position that Reports to this Position: N/A

Is this Position Safety Sensitive? Yes ☐ No ☒

GENERAL SUMMARY: Coordinates, oversees, and/or performs a wide variety of administrative, secretarial, and program support activities on behalf of the Director, Deputy Director and other management staff for a department or large division. Serves as a point of contact for operational and administrative issues. Assist in Coordinating and supervising special projects and/or events. May serve on committees in a support capacity.

KEY RESPONSIBILITIES AND PERFORMANCE STANDARDS

Percentages	TYPICAL CLASS ESSENTIAL DUTIES:
25%	Performs customer service functions in person, by telephone, and by mail: provides information/assistance regarding department/division services, procedures, fees, or other issues; responds to routine questions or complaints; researches problems/complaints and initiates problem resolution.
15%	Serves as liaison between the assigned department and other departments/divisions, staff members, Consolidated Government officials, the public, community leaders, outside agencies, or other individuals or organizations: distributes and receives routine information; interacts with various officials and dignitaries involving sensitive client relations; conveys information among division/department personnel; and circulates documentation to appropriate departments.
20%	Provides administrative/secretarial support for management and/or staff of assigned department/division: relieves management staff of routine administrative tasks; screens telephone calls, mail, email, and other communications and initiates appropriate action/response; records and transcribes dictation; types, composes, edits, or proofreads various documentation; maintains calendars and schedules meetings, appointments, interviews, or other activities; coordinates travel arrangements, accommodations, conference registrations, or related plans for department staff.
0%	Processes purchasing documentation: reviews purchase requisitions and verifies availability of budgeted funds; prepares purchase orders and forwards data to appropriate departments; obtains competitive price quotes; orders materials under blanket purchase orders.; reviews invoices, purchase orders, or other documents for accuracy; researches discrepancies, assigns proper accounting/budgetary codes, obtains proper signatures, and forwards for payment; and maintains files and records.

0%	Processes documentation pertaining to budget or general financial management: reviews invoices for accuracy, matches with purchase orders; enters budget data into computer; assists with budget preparation; provides budgetary input and assists in forecasting revenues/expenditures; enters daily revenue into computer and generates revenue reports; reviews monthly budget analysis reports; monitors expenditures to ensure compliance with approved budget; processes budget transfers as needed; reconciles payable records with Finance Department records; prepares bank deposits; coordinates internal accounting activities; maintains current balances for accounts; and maintains departmental petty cash funds
15%	Receives and sorts incoming documentation and materials: sends/receives documentation; distributes/delivers incoming faxes, mail, or other documentation to appropriate personnel; sorts, organizes, opens, and/or distributes incoming mail; signs for incoming packages and delivers to appropriate personnel; processes outgoing mail; and copies and distributes forms, reports, correspondence, schedules, agendas, or other documentation.
15%	Processes a variety of documentation associated with department operations within designated timeframes and per established procedures; receives, reviews, records, types, and/or distributes documentation; enters data into computer systems; logs, tracks, or maintains records regarding department activities; and compiles data for further processing or for use in preparation of department reports; files, maintains, and stores hardcopy records.
0%	Processes applications for department services, such as licenses, facility usage, program enrollment, employment, or other purposes: distributes application forms and provides information; accepts fees/deposits and processes completed applications; issues permits as appropriate; and administers work order program and opens/closes work order requests.
10%	Performs data entry functions by keying data into computer system; enters, retrieves, reviews or modifies data in computer database; scans documents into computer; verifies accuracy of entered data and makes corrections; indexes documents; and develops databases and computerized reports.
As Required	Performs other duties of a similar nature or level

100% Total

POSITION SPECIFIC RESPONSIBILITIES:

- Coordinates and serves as special projects and logistics
- Assist in Prepares management plan for all grant funded contracts ensuring compliance for grant requirements.
- Provides reports on a regular basis, and as directed or requested, to keep senior level and mid-level management informed of the operation and progress of expenditure activities including direction and strategy to meet annual goal. Identifies potential areas of compliance vulnerability and risk
- Assist Deputy Director in maintaining, revising of policies and procedures for the general operation of the department as it relates to activities to include review of all contracts, amendments, and agreements

REQUIRED MINIMUM QUALIFICATIONS:

Education: High School diploma or G.E.D.

Experience: 3 years of clerical, administrative support, secretarial, customer service, and or record management experience

Knowledge/Skills/Abilities:

- Competency in reading and comprehending complex local, state, and federal regulations and interacting with local, state and federal officials.
- Considerable knowledge of modern office procedures, recordkeeping, and bookkeeping practices.
- Excellent communication skills, both oral and written.
- Demonstrated ability to work independently.

- Proficiency in using a data base system and operation of general office equipment. ☐ Proficiency in working within deadlines and report preparation.

Certification: N/A

Licensing:

- Possession of a valid driver's license with good driving history. If State license is other than Georgia or South Carolina, applicant must obtain a license in Georgia or South Carolina within 30 days of employment.

OTHER:

Does this position require staff call up in an emergency situation? Yes ☐ No ☒

travel from office to other locations required of this position? Yes ☒ No ☐

If yes, what is the percentage of travel involved? Less than 50%? Yes ☒ No ☐ More than 50%? Yes ☐ No ☐

PERFORMANCE APTITUDES:

- **Data Utilization:** Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.
- **Human Interaction:** Requires the ability to provide guidance, assistance, and/or interpretation to others regarding the application of procedures and standards to specific situations.
- **Equipment:** Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.
- **Verbal:** Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.
- **Math:** Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.
- **Functional Reasoning:** Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.
- **Situational Reasoning:** Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.
- **Physical Abilities:** Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.
- **Sensory Requirements:** Some tasks require the ability to communicate orally.
- **Environmental Factors:** Essential functions are regularly performed without exposure to adverse environmental conditions.

FINANCIAL RESPONSIBILITY:

Is this position involved in a budgetary or financial approval responsibility? Yes ☐ No ☒

If yes, please indicate size of budget or financial approval responsibility in annual dollar amount: \$ _____

TRAINING & SUPERVISORY RESPONSIBILITY:

How many people are being supervised or trained? None ☒

One staff Yes ☐ No ☐ Two to five staff Yes ☐ No ☐ Six to ten staff Yes ☐ No ☐ More than ten staff Yes ☐ No ☐

The preceding job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to this job.

REVIEW/APPROVALS

Employee (Print Name)

Date

Employee (Signature)

Date

Line or Staff Management

Date

Department Director

Date

Compensation and Benefits Manager

Date

Human Resource Director

Date

DRAFT



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
HCD Position Request**

Department: Housing and Community Development

Presenter:

Caption: Motion to approve and allow (thru HRs normal hiring process) the addition of one (1) new full-time position, to be named Administrative Assistant III, to the department of Housing and Community Development.

Background: HCD has the fiduciary duty/responsibility to administer (on behalf of Augusta, GA) four (4) U.S. Department of Housing and Urban Development (HUD) Programs. As of 2020, through an array of federal resources HCD has received an increase in its responsibilities to deliver essential services specific to a) homelessness, b)domestic violence haven relief, c)HIV/AIDS haven relief, and d)COVID 19 relief. To appropriately deliver these vital public services, the Administrator is requesting to add one (1) administrative position to the roster of Housing and Community Development.

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts: 1. US Treasury ~ Emergency Rental Assistance1 (Source1) 2. US Treasury ~ Emergency Rental Assistance2 (Source2) 3. HOME ~ American Rescue Plan (Source3)

REVIEWED AND APPROVED BY:

Clerk of Commission



Administrative Services Committee Meeting
7/14/2021 1:20 PM
HCD_ Beacon Station Project Update

Department: HCD

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

Caption: Motion to **Receive as Information** an update from the Housing and Community Development Department (HCD) on Beacon Station.

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. In 2010, the Augusta Commission adopted a resolution to activate the Urban Redevelopment Agency of Augusta (URA), and to have the URA to exercise Augusta's "urban redevelopment project powers." In 2016, HCD as the agent for the URA, began acquiring the foundry property, now Beacon Station, (utilizing the URA's bond proceeds) via the Land Bank. Over 7.5 acres were acquired to provide a housing project within the Laney Walker/Bethlehem area. The total investment for land acquisition was \$1,316,666. The URA leased the project to a subsidiary of the Columbia Ventures (CV Foundry Apartments, LLC), and for that entity to be responsible for the construction of single phase, 221-unit market rate apartment complex. The URA also provided \$28,000,000 in funding (through the Bonds) of the approximately \$33 - \$34,000,000 project, with Columbia Ventures providing the balance of the funding. In the agreement between the URA and Columbia Ventures, the project is to be sold or refinanced within 7 years in which all bonds are paid off. Beacon Station's 221-unit project was completed in 2019 and has 93% occupancy to date. In 2021, Columbia Ventures requested to terminate their lease with the URA and transfer the property to a new owner. On June 24th, 2021, the project was sold to Momentum Real Estate Partners; owners, Jeff Karron

and Eduardo Gruener. Upon termination of lease with Columbia Ventures and transfer of property, the (\$28,000,000) bond funds are being “satisfied” (through defeasance) and the land investment of (\$1,316,666) will be returned to the URA.

Analysis: The Laney Walker/Bethlehem Revitalization Project and the adoption of the Urban Redevelopment Agency is to create positive change by promoting self-sufficiency through partnership in Economic Development, Quality Housing, and Neighborhood Reinvestment. Beacon Station’s 221-unit project with Class A amenities and retail, is an economic stimulant and has proven to be successful in providing the first mixed-use development within the Laney Walker/Bethlehem Community. The funds of \$1,316,666 returned to the URA upon the sale of Beacon Station, will be reinvested back into the area for continued development, through Housing and Community Development’s efforts.

Financial Impact: \$1,316,666 of Bond funds will return to the URA and \$28,000,000 is being “satisfied” through defeasance.

Alternatives: Do not receive as Information an update from the Housing and Community Development Department (HCD) on Beacon Station.

Recommendation: Motion to Receive as Information an update from the Housing and Community Development Department (HCD) on Beacon Station.

Funds are Available in the Following Accounts: Reimbursement of Bond funds to URA.

REVIEWED AND APPROVED BY:

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

Memorandum of Understanding for the Emergency Housing Vouchers Program

This Memorandum of Understanding (MOU) has been created and entered as of the _____ day of _____, 2021 (the effective date) by and between the Housing Authority of the City of Augusta, Georgia (hereinafter called “AHA”), the City of Augusta, Georgia through the Housing and Community Development Department’s Continuum of Care Program (hereinafter called “CoC”), and the CSRA Economic Opportunity Authority, Inc. (hereinafter called “CE”). The addresses of these agencies are as follows:

*The Housing Authority of the City of Augusta
1435 Walton Way
Augusta, GA 30901
City of Augusta, Georgia
City of Augusta, Georgia
Through Its
Housing and Community Development Department
As Continuum of Care Lead Agency
510 Fenwick Street
Augusta, GA 30901*

*CSRA Economic Opportunity Authority, Inc.
As Continuum of Care Coordinated Entry Project Sponsor
1261 Greene Street
Augusta, GA 30901*

Purpose: The Emergency Housing Vouchers (EHVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability. The partners have agreed to provide services and EHVs to 155 eligible families.

I. Goals of the Program:

1. AHA, CoC’s, and CE commitment to administering the EHVs in accordance with all program requirements.
2. AHA’s goals and standards of success in administering the program.
3. Identification of staff position at the AHA, CoC, and CE who will serve as the lead EHV liaisons.

Lead Liaisons:

Name and title of AHA staff position

Name and title of CoC staff position

Name and title of CE staff position

II. Define the populations eligible for EHV assistance to be referred by CoC and CE.

Eligibility for these EHV's is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

DRAFT

III. Services to be provided to eligible EHV families.

1. Partnering service providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance while aiding households in addressing barriers.
2. Partnering service providers will assist AHA in ensuring appointment notifications are received by eligible individuals and families and will assist eligible households in getting to meetings with the AHA.
3. AHA will establish windows of time for EHV applicants to complete intake interviews for the EHV.
4. Partnering service providers will provide housing search assistance for eligible individuals and families.
5. Partnering service providers will provide counseling on compliance with rental lease requirements.
6. Partnering service providers will assess individuals and families who may require referrals for assistance on security deposits, utility connection fees, and utility deposits.
7. Partnering service providers will assess and refer individuals and families to benefits and supportive services where applicable.

IV. AHA Roles and Responsibilities

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System.
3. Commit staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff member to serve as the lead EHV liaison.
6. Comply with the provisions of this MOU.

V. CoC and CE Roles and Responsibilities

1. Designate and maintain a lead EHV liaison to communicate with the AHA.
2. Commit staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
3. Refer eligible individuals and families to AHA using the community's Coordinated Entry System.
4. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the AHA (i.e. self-certifications, birth certificate, social security card, etc.).
5. Attend EHV participant briefings when needed.
6. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
7. Identify and provide supportive services to EHV families. (While EHV participants are not required to participate in services, the CoC should assure that services are available and accessible.)
8. Comply with the provisions of this MOU.

VI. Program Evaluation

The AHA, CoC, and CE recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

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

ATTEST:

**Housing Authority of the City of
Augusta, Georgia**

SEAL:

Jacob L. Oglesby Date
Executive Director, AHA

(Plain witness)

ATTEST:

City of Augusta, Georgia

SEAL

By: _____ Date
Hardie Davis, Jr.
As Its Mayor

Lena Bonner
Clerk of Commission

Odie Donald, II Date
Administrator

Hawthorne Welcher, Jr. Date
Director, HCD

ATTEST:

CSRA Economic Opportunity Authority, Inc.

SEAL:

Lola Walton-Johnson Date
Executive Director, CSRA EOA

(Plain witness)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Special Attention of:

Directors of HUD Regional and Field
Offices of Public Housing;
Agencies that Administer the
Housing Choice Voucher Program

Notice PIH 2021-15 (HA)

Issued: May 5, 2021

Expires: This notice remains in effect until
amended, superseded, or rescinded.

SUBJECT: Emergency Housing Vouchers – Operating Requirements

1. Purpose

This notice describes the process HUD is using to allocate approximately 70,000 emergency housing vouchers (EHVs) to public housing agencies (PHAs).

These EHVs are to assist individuals and families¹ who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

This notice also sets forth the operating requirements for the EHVs, including the administrative fees and fees for other eligible expenses; the housing assistance payments (HAP) funding renewal process; family eligibility requirements; EHV waivers, alternative requirements, and special rules, including a requirement that families are offered housing search assistance and that PHAs partner with the Continuum of Care (CoC) or other homeless or victim services providers to assist qualifying families through a direct referral process; the EHV recapture and redistribution procedures, and the prohibition on the reissuance of turnover EHVs after September 30, 2023.

2. Background

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as "the ARP") into law, which provides over \$1.9

¹ While the ARP and the definitions of the qualifying categories specifically refer to "individuals and families," under the HCV program regulations at 24 CFR 982.4, the term "family" is a person or a group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program. The term "family" used in EHV/HCV context always includes a family that is comprised of a single individual as well as a group of persons.

trillion in relief to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Section 3202 of the ARP appropriates \$5 billion for new incremental EHV, the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.²

Eligibility for these EHV is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. After September 30, 2023, a PHA may not reissue any previously leased EHV, regardless of when the assistance for the formerly assisted family ends or ended.

EHV are tenant-based rental assistance under section 8(o) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)). The ARP further provides that HUD may waive any provision of any statute or regulation used to administer the amounts made available under section 3202 (except for requirements related to fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to expedite or facilitate the use of amounts made available for the EHV.

To facilitate and expedite leasing, PHAs that accept an allocation of EHV will receive an allocation of administrative fee funding for other eligible expenses defined by this notice that are not normally eligible administrative expenses under the Housing Choice Voucher (HCV) program, as well as administrative fees for the cost of administering EHV. The administrative fees and fees for EHV eligible expenses are described in detail in section 6 of this notice.

EHV Housing Assistance Payment (HAP) funding (both the initial funding allocation and subsequent renewals) and both forms of administrative fee funding have been appropriated separate and apart from the regular HCV program appropriations provided through HUD's annual appropriations acts. The ARP limits the use of all EHV funding by time and purpose. Consequently, ARP EHV funding HAP and administrative fee funding (including services fees) covered by this notice may only be used for the EHV and may not be for the PHA's regular HCVs or other special purpose vouchers (including Mainstream vouchers).

²Under Section 3202, the \$5 billion in appropriations may also be used for "adjustments in the calendar year 2021 section 8 renewal funding allocations, including mainstream vouchers, for public housing agencies that experience a significant increase in voucher per-unit costs due to extraordinary circumstances or that, despite taking reasonable cost savings measures, would otherwise be required to terminate rental assistance for families as a result of insufficient funding." Use of a portion of the \$5 billion for that purpose will be covered under a separate notice.

3. **PHA Eligibility**

To be eligible to receive an EHV funding allocation, a PHA must currently administer the HCV program through an existing Consolidated Annual Contributions Contract (CACC) with HUD. Non-profit agencies that only administer HCV Mainstream vouchers are not eligible to receive an EHV allocation.

4. **EHV Allocation Formula**

HUD's allocation formula is designed to direct emergency vouchers to the PHAs operating in areas where the EHV's eligible populations have the greatest need while also taking into account PHA capacity and the requirement to ensure geographic diversity, including rural areas.

The following data and indicators were used to develop the statutorily mandated allocation formula:

a. Comparative homeless and at-risk of homelessness need

In developing an allocation formula based on comparative need, HUD focused on "homeless need" and "at-risk of homelessness need." These measures also serve as a proxy for relative need regarding the eligibility categories that includes those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking³; as well as recently homeless families for whom providing rental assistance will prevent the family's homelessness or having a high risk of housing instability.

HUD is defining homeless need as the total count of persons experiencing homelessness (whether sheltered or unsheltered). HUD is using January 2020 Continuum of Care (CoC) Point-in-Time (PIT) homeless data for this measure. HUD does not generally use PIT homeless data to allocate funds. However, as was the case when HUD allocated Emergency Solutions Grant (ESG)-CV2 funding⁴, HUD is using PIT homeless data to allocate these emergency vouchers to PHAs as expeditiously as possible.

For at-risk of homelessness need, HUD used special tabulation data from the American Community Survey (ACS 2013-17) on rental households with incomes less than 30

³ The 2018 Part 2 Annual Homeless Assessment Report (AHAR) notes that it is difficult to count the full extent that individuals are fleeing domestic and other violence, but based on bed capacity, we expect a substantial portion of those in the homeless data are in fact homeless because of domestic violence: "Based on the bed counts in the 2018 HIC, 12 percent of the emergency shelter, safe haven, and transitional housing beds for people currently experiencing homelessness were intended for survivors of domestic violence (DV). A smaller share, 6 percent, of all the beds available year-round in the homeless services system (including beds in permanent housing programs) were targeted to domestic violence survivors. Approximately 16 percent of all DV beds were in permanent housing programs." <https://www.huduser.gov/portal/sites/default/files/pdf/2018-AHAR-Part-2.pdf>

⁴ https://www.hud.gov/sites/dfiles/CPD/documents/ESG_CARES_Act_Round_2_Allocation_Methodology_rev.pdf

percent of Area Median Income (AMI).⁵ HUD used data sets on those households living in overcrowded units (1.01 or more persons per room) and/or without complete kitchen or plumbing (referred to below as “At-risk Category 1”); and for those households that in addition to meeting the income and housing condition criteria are also severely rent burdened (paying more than half their income for rent) (referred to below as “At-risk Category 2”).

To construct need measures for PHAs, HUD had to convert data to the county level. ACS at-risk of homelessness data are available at the county level. However, the PIT homeless data are available at the Continuums of Care geographies that can vary from a place within a county to being multiple counties. HUD allocated the PIT homeless data to the county level using a county-to-CoC crosswalk based on the renter share in each county with income less than 30 percent of AMI and then used it to determine comparative homeless and at-risk of homelessness need at a county-by-county level.

To allocate the PIT homeless data and the ACS at-risk of homelessness data to PHAs, each PHA was allocated these need variables based on their December 2020 share of voucher leasing in each county. For example, if a PHA’s share of currently served voucher tenants in a county is 20 percent, they would be allocated 20 percent of the need for that county. Their total need is the sum of their county allocated need across all counties in which they have active voucher tenants.

b. Ensuring geographic diversity including with respect to rural areas

As discussed above, HUD’s allocation formula is primarily driven by relative EHV eligibility need under the assumption that a PHA with an operating area that includes a higher number of homeless or at-risk of homelessness people should receive a larger allocation share than a PHA with relatively few homeless or at-risk of homelessness individuals and families in its operating area. However, PHAs serving rural areas might have a relatively low absolute number of such individuals and families due to the low population of the area in general, but nonetheless have a high rate of homeless and at-risk individuals and families as a percentage of that general population. To address these circumstances, HUD’s allocation formula also identifies PHAs that operate in areas which have high rates of homelessness or at-risk of homelessness (among all PHAs, those with a rate of need in the top quartile for any of the three need variables – homeless persons, At-risk Category 1, and At-risk Category 2), even if the overall number of those individuals and families is comparatively low when compared to the rest of the country. The formula ensures that at least one PHA operating in each area with these high homeless or at-risk of homelessness rates will receive an EHV allocation.

⁵The McKinney-Vento definition of “at-risk” homelessness for households specifies that they have incomes of less than 30 percent of Area Median Income in addition to one or more other characteristic that puts them at risk for homelessness.

c. *Public housing agency capacity*

The HUD allocation formula considers two factors when determining the PHA's capacity to implement this program effectively and quickly. The first is how many vouchers an agency currently administers within each county. As discussed above, the more vouchers a PHA administers in a county relative to other PHAs with jurisdiction in that same county, the greater the share of the homeless/at-risk of homelessness need within the county that will be potentially allocated to that PHA.

The second factor is the PHA's estimated leasing potential, as measured by the PHA's current number of unleased vouchers and its available budget authority to lease those vouchers (over and above voucher turnover) in its existing HCV program. PHAs with HCV programs that are fully leased or almost fully leased are assumed to have the operational capacity to take on a new allocation of vouchers, specifically an allocation targeted for traditionally hard-to-house homeless and at-risk of homelessness populations. In contrast, PHAs that will simultaneously need to put significant attention and effort into leasing a significant number of unused vouchers that are already part of the PHA's HCV program are assumed to have less capacity to administer the EHV's.

HUD calculates leasing potential using the PHA's actual leasing and cost data reported by the PHA in the Voucher Management System (VMS) and all the budget authority available to the PHA for the calendar year (including reserves). HUD projects PHA spending for the future months based on VMS information (e.g., vouchers that have been issued to families that are currently engaged in their housing search, per unit cost (PUC) trends, etc.) and then estimates the number of vouchers the PHA could potentially lease, factoring in the need for the PHA to maintain a reasonable reserve. Once the need from each county is assigned to a PHA consistent with paragraphs (a) and (b) above, that need is then adjusted based on a PHA's current leasing potential for their existing HCV program.

Leasing potential for the initial 39 MTW agencies is calculated in the following manner. *The Planned Number of MTW HCV Households Served*, as stated in an MTW PHA's FY2020 Annual MTW Plan, is the total number of households that the MTW PHA planned to serve through the full Plan Year. This total is compared to VMS data from the last month of the MTW PHA's Fiscal Year 2020 (e.g., for an MTW PHA with a Fiscal Year 2020 that spans January 1, 2020 – December 31, 2020, December 2020 VMS data is used). Based on an MTW PHA's agreed upon baseline worksheet for the MTW statutory requirement of Serving Substantially the Same (STS) number of families as it otherwise would have absent MTW designation, certain Special Purpose Vouchers (SPVs) may have also been included in the leasing calculation if applicable to an MTW PHA's specific STS compliance documents.

The total number of MTW voucher units in VMS is then divided by the *Planned Number of MTW HCV Households Served* as stated in an agency's FY 2020 Annual MTW Plan, to arrive at a leasing percentage that determines if an agency has met its stated goal for

housing MTW voucher households for FY2020. MTW PHAs that have achieved less than 95 percent of their Planned Number of MTW HCV Households Served will have the allocation adjusted downward in proportion to the extent that it is below 95 percent.

Finally, with further respect to capacity, HUD may determine a PHA, including an MTW PHA, lacks capacity to administer EHV's based on unresolved outstanding civil rights violations or major program management findings from an Inspector General audit, HUD management review, or Independent Public Accountant (IPA) audit for the PHA's HCV program, or other significant program compliance issues that were not resolved, or in the process of being resolved, as determined by HUD.

d. Base formula structure

All PHAs will be assigned a base formula allocation, which is estimated using a dual formula structure that provides the highest allocation of vouchers for a PHA based on one of these formulas:

Formula A. Homeless Need Adjusted for PHA Capacity

The estimated Homeless Need as described in paragraph (a) assigned to a PHA reduced by the PHA's leasing potential *divided by* total Homeless Need less national leasing potential *multiplied by* the number of EHV's available to be allocated.

Formula B. At-risk of Homelessness Need Adjusted for PHA Capacity

At-risk Category 1 assigned to a PHA reduced by a PHA's leasing potential *divided by* all PHA At-risk Category 1 less national leasing potential *multiplied by* 50 percent of EHV's available to be allocated *plus*

At-risk category 2 assigned to a PHA reduced by a PHA's leasing potential *divided by* all PHA At-risk category 2 less national leasing potential *multiplied by* 50 percent of EHV's available to be allocated.

The formula compares the allocation the PHA would receive under each formula and uses the formula allocation that allocates the highest number of EHV's to the PHA. That assigned voucher allocation is then subject to a pro-rata reduction so that the total number of EHV's that will be allocated to all PHAs is equal to the 70,000 vouchers available to be allocated.

e. Minimum allocation size and rural area adjustments

HUD generally considers 25 vouchers to be the necessary minimum allocation size for a PHA to implement a targeted voucher program that has unique rules and alternative requirements. Accordingly, the basic allocation formula requires that the PHA must qualify for a minimum of 25 vouchers in order to receive an allocation with the following exception. As discussed earlier, the formula makes adjustments with respect to this minimum size in order to ensure high need rural areas are represented. For areas (county

or group of counties) with high rates of homelessness or at-risk of homelessness populations, at least one PHA will receive an allocation of EHVs, even if no PHA met the minimum 25 voucher requirement. The PHA that is primarily operating in the high need area and to which the formula would allocate the largest allocation of EHVs will be allocated the greater of (1) the number of vouchers it received under the base formula or (2) 15 EHVs.

Each state has a base allocation, which is the total number of EHVs allocated to each PHA in the state under the base formula allocation in paragraph d. The minimum size allocation requirement and the rural high need adjustments may, however, cause the base allocation of some states to change. To restore the state base allocation (and to maintain the national total of 70,000 EHVs), the formula makes one final pro-rata adjustment. If there are not enough “below the minimum” vouchers (EHVs not allocated because they were part of an allocation that was less than 25 vouchers) within the state necessary to make up for the rural high need adjustments (where PHAs received additional vouchers to reach the 15-voucher minimum), each PHA will always receive its minimum size allocation. The minimum allocation size is 25 vouchers in most cases but will be 24 to 15 vouchers for PHAs that received the rural high need adjustment.

If on the other hand there are more vouchers available for the state because of the number of “below the minimum” vouchers exceeded the number of vouchers needed to make the rural high need adjustments, the formula makes the following adjustment. First, the number of vouchers available for reallocation is reduced proportionate across all of this subgroup of states to support the vouchers allocated above the state base amounts described in the paragraph above.

Next, for the remaining vouchers, for states where there is a state agency that administers the HCV program, the state agency will receive the additional vouchers because the state agency is likely to be able to operate in those rural areas of the state that did not get an allocation because they did not qualify as a high need area. For states without a state agency administering the HCV program, HUD will prorate the excess “below the minimum” vouchers to all PHAs in the state that qualified for an EHV allocation based on their share of allocated vouchers above the high need rural area 15-voucher minimum.

HUD will reallocate any vouchers within the state that become available because PHAs declined their initial EHV allocation using the same approach described above, that is, allocating to state agencies if a state has a state agency or pro-rata within the state if it does not.

5. Invitation/Acceptance Process

Once HUD has determined the EHV allocation in accordance with section 4 above, HUD will notify eligible PHAs of the number of EHVs allocated to the PHA no later than May 10, 2021.

The notification will specify the number of vouchers allocated to the PHA in accordance with the allocation formula and will provide specific instructions regarding how the PHA may either accept or decline the allocation. While PHAs are encouraged to accept the entire EHV allocation, the PHA may choose to accept a lower number of vouchers than the number offered by HUD in the notification, but not less than the minimum allocation of 25 or 15 EHVs, as applicable.

HUD may subsequently contact PHAs to ask them to accept or decline the offer of additional EHVs if additional EHVs become available because other PHAs declined their allocation.

PHAs are encouraged to respond to HUD's notification as soon as possible but must provide their acceptance of the allocation (or a portion of the allocation) and the terms and conditions of the program no later than 14 calendar days following HUD's notification.⁶

6. Administrative Fees and Funding for Other Eligible Expenses

The ARP provides funding for fees for the costs of administering the EHVs and other eligible expenses defined by notice to prevent, prepare for and respond to coronavirus to facilitate the leasing of the emergency housing vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

PHAs will be allocated administrative fee funding for EHV administrative costs and for other eligible expenses described in this notice. These fees may only be used for EHV administration and other eligible expenses and must not be used for or applied to other PHA programs or vouchers (e.g., regular HCVs, Mainstream vouchers, etc.). As is the case with Mainstream vouchers, the PHA must maintain separate financial records from its regular HCV funding for all EHV funding, both HAP and administrative fee amounts. Please see section 15 below for more information on the use of funds, reporting, and financial records.

PHAs will be allocated administrative fees as follows:

- a. Preliminary Fee.** PHAs will receive a single, one-time preliminary fee of \$400 per EHV allocated to the PHA once the PHA's CACC is amended to reflect the EHV funding obligation. This fee amount will support the anticipated immediate start-up costs that the PHA will incur in implementing the EHV alternative requirements, such as the outreach to and coordination with the CoC⁷ and other potential partnering agencies and planning and development. This fee may be used for any eligible administrative expenses related to the EHVs. This fee may also be used to pay for any of the eligible activities under the EHV services fee (see paragraph d below).
- b. Placement Fee /Expedited Issuance Reporting Fee.** This fee amount will support initial lease-up costs as well as the added cost and effort required to expedite the leasing

⁶ PHAs are not required to have the memorandum of understanding (MOU) in place with the CoC at the time they accept the allocation. PHAs that agree to accept an allocation must enter into an MOU with a partnering CoC within 30 days of the effective date of the ACC funding increment for the EHVs. See section 9.b below.

⁷ Please see the description of the CoC and its partnership role in referring families to the PHA in section 9.b below.

of the EHV. Initial lease-up costs are expected to include the PHA's costs to establish and refine the direct referral process with its partners and to expedite income determinations, family briefings, and voucher issuance. It also supports the PHA's costs to report the issuance of the EHV to HUD ahead of the normally applicable reporting deadlines, which will allow HUD access to EHV issuance data in as timely a manner as possible.

PHAs will receive \$100 for each EHV that is initially leased upon the effective leasing date of that voucher if the PHA reported the voucher issuance date⁸ in the Public Housing Information Center-Next Generation (PIC-NG) system within 14 days of the later of the voucher issuance date or the date when the system becomes available for reporting. (See Section 15 for additional information on reporting requirements.)

PHAs will receive an additional placement fee of \$500 for each EHV family placed under a HAP contract that is effective no later than four months after the effective date of the ACC funding increment for that EHV, or \$250 for each EHV family placed under a HAP contract with an effective date that is after 4 months but no later than six months after the effective date of the ACC funding increment for that EHV.⁹ This bifurcated fee structure is based on the anticipated extra costs the PHA will experience in its efforts to expedite the leasing of the EHV and the expectation that those costs should start to diminish as the PHA gains more experience operating the EHV program and resolving leasing challenges for EHV families.

In cases where the PHA received more than one EHV allocation and the funding increments have different dates, HUD will determine the PHA's eligibility for the placement fee based on the effective date of the PHA's initial increment. EHV's from the initial increment are expected to be issued and leased first for purposes of calculating the placement fee. Once the number of EHV's under lease equals the total number of vouchers allocated under the initial increment, HUD will use the effective date of the PHA's subsequent allocation to determine the PHA's eligibility for the \$500 or \$250 placement fee.

For example, if the PHA reported the voucher issuance within 14 days and leased the voucher within the four-month window, the PHA would receive \$600 as the total placement and expedited issuance fee. If the PHA reported the voucher issuance within 14 days and leased the voucher within the six-month window, the PHA would receive \$350. If the PHA reported the voucher issuance within 14 days but did not lease the voucher until after the six-month window had passed, the PHA would receive \$100. The PHA does not receive the fee if the issued voucher is never leased.

⁸ The "voucher issuance date" is the actual date the voucher is issued to the family, line 2 on the Voucher (form HUD-52646).

⁹ For example, if the funding increment for the family's EHV is June 1, 2021, the HAP contract must have an effective date of no later than October 1, 2021, for the PHA to earn the \$500 placement fee, or no later than December 1, 2021, for the PHA to earn the \$250 placement fee.

The placement/expedited issuance reporting fee is only applicable to the initial time the voucher is leased by the PHA. The placement/expedited issuance reporting fee is not paid for subsequent lease-ups (e.g., the family moves to another unit or the EHV participant leaves the program and the voucher is reissued to another family prior to the prohibition on reissuance of turnover vouchers after September 30, 2023).

This placement fee may be used for any eligible administrative expenses related to the EHV. This fee may also be used to pay for any of the eligible activities under the EHV services fee (see paragraph d below).

- c. **On-going Administrative Fee.** The on-going administrative fee for EHV is calculated in the same manner as the on-going administrative fee that the PHA receives for its regular HCV program. PHAs will be allocated the full Column A administrative fee amount for each EHV that is under HAP contract as of the first day of each month. The Column A administrative fee rates for the HCV program are available on HUD's website and may be accessed at the following:

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv

As the ARP appropriations for the EHV are obligated to PHAs and expended by PHAs on program purposes over time, HUD may be required to prorate the EHV ongoing administrative fee calculations in future years, based on available EHV funding.

Similar to the regular HCV administrative fee process, HUD will make the EHV ongoing administrative fees available to PHAs each month based on actual leasing reported by the PHA for prior months. HUD will reconcile the PHA's EHV administrative fees on a periodic basis and at the end of each calendar year (commencing with CY 2022). HUD recognizes that prior month EHV leasing data will not be available during the early stages of the PHA's EHV program. For each of the first three months following the ACC funding increment effective date, HUD will advance the PHA ongoing administrative fees equal to the amount of ongoing administrative fees the PHA would receive for that month if all EHV allocated to the PHA were fully leased so that the PHA also has ongoing administrative fees available to meet the initial costs of EHV administration. The advanced ongoing administrative fees will be taken into account when HUD first reconciles the PHA's EHV administrative fees.

EHV ongoing administrative fees may be used for any eligible administrative expenses related to the EHV. These fees may also be used to pay for any of the eligible activities under the EHV services fee (see paragraph d below).

- d. **Services Fee.** A PHA will be allocated a one-time services fee to support its efforts in implementing and operating an effective EHV services program that will best address the needs of EHV eligible individuals and families in its jurisdiction. This fee will be allocated to the PHA once the PHA's CACC is amended to reflect the EHV funding obligation. The amount allocated to each PHA will be equal to \$3,500 for each EHV allocated to the PHA. Note that the services fee amount is not tied to each voucher, but instead is the combined total of the services fees are available to the PHA to design a

menu of services that will best address the leasing challenges faced by the EHV eligible families in the PHA's community. The PHA may use the services fee to provide any or all of the defined eligible uses to assist families to successfully lease units with the EHV's.

The PHA is strongly encouraged to consult with its CoC and its other homeless services/victim services referral partners in establishing which activities it will undertake in support of EHV's and any parameters or requirements regarding the application of those activities. For example, if the PHA is working with several direct referral partners and one partner is able to provide security deposit assistance and the other is not, the PHA may provide security deposit assistance for direct referral families from the latter agency but not for families who are already eligible for and receiving security deposit assistance from the partnering agency. The PHA may limit the amount of assistance that it provides for any of the eligible uses and place other restrictions on those uses. However, the services fee funding must be initially used for these defined eligible uses and not for other administrative expenses of the EHV. Service fee funding may never be used for the HCV program.

The eligible uses implemented by the PHA and the parameters/requirements established by the PHA must be described in the PHA's administrative plan. Any services fee assistance that is returned to the PHA after its initial or subsequent use (such as security deposits/utility deposits/other assistance that may be wholly or partly returned to the PHA by the owner/utility supplier/family) may only be applied to the eligible services fee uses defined by this notice (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when the PHA's EHV program ends must be remitted to HUD.

The eligible uses are designed to prevent and respond to coronavirus by facilitating the leasing of the EHV's, which will provide vulnerable individuals and families a much safer housing environment to minimize the risk of coronavirus exposure or spread. Individuals and families who are homeless or at-risk of homelessness are often living in conditions that significantly increase the risk of exposure to coronavirus in addition to other health risks.

The services fees fall into four main components comprised of specific activities:

i. Housing Search Assistance.

As discussed in section 9.d below, the PHA is required to ensure housing search assistance is made available to EHV families during their initial housing search. The PHA may use the services fee funding to provide this required housing search assistance to EHV families during their initial housing search. Housing search assistance is a broad term which may include many activities such as but not limited to helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms, and helping to expedite the EHV leasing process for

the family. For specific information on the EHV housing search assistance requirement, please refer to section 9.d.

ii. Security Deposit/Utility Deposit/Rental Application/Holding Fee Uses.

- A. Application fees/non-refundable administrative or processing fees¹⁰/refundable application deposit assistance.** The PHA may choose to assist the family with some or all these expenses.
- B. Holding fees.** In some markets, it is not uncommon for an owner to request a holding fee that is rolled into the security deposit after an application is accepted but before a lease is signed. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. The PHA and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.
- C. Security deposit assistance.** The PHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The PHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the PHA verifies the family paid the security deposit. The PHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to the PHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance returned to the PHA must be used for either services fee eligible uses or other EHV administrative costs.
- D. Utility deposit assistance/utility arrears.** The PHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the PHA verifies the family paid the utility deposit. The PHA may place conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility

¹⁰ In some markets, non-refundable administrative fees are becoming more common as states pass laws limiting application fees, or as an alternative to refundable deposits.

deposit assistance to the PHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier). In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant-supplied utilities. The PHA may also provide the family with assistance to help address these utility arrears to facilitate leasing. Utility deposit assistance that is returned to the PHA must be used for either services fee eligible uses or other EHV administrative costs.

iii. Owner-related uses.

A. Owner recruitment and outreach. The PHA may use the service fee funding to conduct owner recruitment and outreach specifically for EHV. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections (see section 9.1 below) or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments (see paragraph B that follows below).

B. Owner incentive and/or retention payments. The PHA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family. The PHA may design the owner incentive payment to meet its specific needs (such as, for example, limiting the incentive payments to new owners or owners in high opportunity neighborhoods, or structuring all or part of the payment as a damages or unpaid rent mitigation fund, where the owner receives the mitigation payment only if the security deposit is insufficient to cover damages and other amounts owed under the lease). The PHA may condition the offer of the owner incentive payment on the owner's agreement to abide by certain terms and conditions. For example, the PHA could require the owner to agree to contact and work with the family's CoC case manager or other intervention services (assuming such services are available) should lease violations or other tenant-related issues arise during the assisted tenancy before taking action to evict the tenant.

HUD anticipates that owner incentive/retention payments would typically be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). However, regardless of the frequency that the PHA chooses to make such payments, owner incentive/retentions payments are not housing assistance payments and are not part of the rent to owner. Owner incentive/retention payments are not taken into consideration when determining whether the rent for the unit is reasonable.

iv. Other eligible uses.

A. Moving expenses (including move-in fees and deposits). The PHA may provide assistance for some or all of the family's reasonable moving expenses

when they initially lease a unit with the EHV. The PHA may not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the PHA is terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking, for example.

- B. Tenant-readiness services.** The PHA may use the services fee funding to help create customized plans to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.
- C. Essential household items.** The PHA may use the services fee funding to assist the family with some or all of the costs of acquiring essential household items as defined by the PHA (e.g., tableware, bedding, etc.).
- D. Renter's insurance if required by the lease.** The PHA may use the services fee funding to assist the family with some or all of the cost of renter's insurance, but only in cases where the purchase of renter's insurance is a condition of the lease.

7. Housing Assistance Payments (HAP) Funding

ARP funding obligated to the PHA as HAP funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

EHV HAP funding amounts will be calculated as follows:

a. Initial funding allocation

Upon the PHA's acceptance of the EHV allocation in accordance with section 5 above and the requirements of the allocation notification, HUD will amend the PHA's CACC to reflect the obligation of the EHV funding and the associated units for the initial funding term of those vouchers.

The initial funding term will expire on December 31, 2022.

The initial funding increment for the EHV allocation will be based on the PHA's per unit cost (PUC) for the PHA's HCV program, adjusted for inflation and taking into consideration that the initial term is longer than 12 months. However, if during the initial term a PHA can demonstrate based on actual leasing and costs that the HAP funding will

be insufficient to cover its actual HAP costs for the EHV's for the initial term, the PHA may request that HUD adjust the initial funding increment amount for the EHV's during the initial funding term. If the PHA has demonstrated the need to do so, HUD will adjust the initial funding amount based on the actual costs incurred upon request by the PHA to ensure the PHA has sufficient funding during the initial funding term to lease all of its EHV's and pay its EHV HAP costs through December 31, 2022. If the PHA believes that it needs an adjustment, it should contact its financial analyst in HUD's Office of Housing Voucher Programs Financial Management Center (FMC).

b. Renewal funding process

HUD will provide renewal funding to the PHA for the EHV's on a calendar year basis commencing with CY 2023. The renewal funding allocation will be based on the PHA's actual EHV HAP costs and leasing, similar in many respects to the renewal process for the regular HCV program. However, renewal funding for the EHV's is not part of the annual HCV renewal funding formula nor are the funds for EHV renewals appropriated in HUD's annual appropriations Acts. EHV's are renewed separately from the regular HCV program (similar to Mainstream vouchers). All renewal funding for the duration of the EHV program has already been appropriated as part of the \$5 billion provided by the ARP. No additional EHV HAP renewal appropriations are anticipated at this time.

The process for determining the PHA's EHV renewal funding for CY 2023 and subsequent calendar years is described below. Note that PHAs may receive an estimated renewal amount for the first few months of the calendar year until their final renewal eligibility is determined for the calendar year.

- (1) The HAP funding baseline is established based on the PHA's actual EHV leasing and cost data for the previous calendar year.
- (2) The Renewal Funding Inflation Factor (RFIF) used in the HCV program, adjusted for localities, will be applied to the PHA's EHV HAP funding baseline described above. The RFIFs are published by HUD's Office of Policy, Development and Research (PD&R) and can be found at <https://www.huduser.gov/portal/datasets/rfif/rfif.html>.
- (3) HUD will review the PHA's EHV Restricted Net Position (RNP), including amounts held by HUD, for the PHA's EHV's. HUD may adjust the CY renewal allocation based on the calculated year end EHV RNP and HUD Held Reserves. Starting with the CY 2024 renewal allocations, HUD will also take into consideration the number of EHV's that have turned over and cannot be reissued because of the statutory prohibition on reissuance of turnover vouchers after September 30, 2023. HUD will further adjust the renewal allocation based on the number of vouchers that are being reallocated to other PHAs due to the PHA's failure to lease its authorized vouchers as described in section 14 below.

HUD will consider the number of vouchers that have not yet been leased and if the number of EHV's leased increased throughout the baseline CY. If the renewal

allocation and the PHA's EHV RNP and HUD Held Reserves are insufficient to account for the increased leasing or expected increased leasing, HUD will adjust the renewal funding allocation accordingly.

- (4) Adjustments to the PHA's EHV renewal allocation may also be made during the HCV renewal funding calendar year. Subject to availability of the remaining funds, HUD will adjust renewal allocations upon request by the PHA for (1) EHV per-unit cost increases for unforeseen circumstances that occurred within or after the benchmarking period which the PHA could not reasonably have anticipated and were out of the PHA's control, and (2) a PHA that would otherwise be required to terminate participating EHV families from the program due to insufficient funds, despite taking reasonable cost savings measures as determined by HUD,.
- (5) When the remaining EHV HAP renewal funding is no longer sufficient to fully fund all PHAs' EHV renewal funding eligibility, HUD will prorate EHV renewal funding allocations. To determine the proration factor for the EHV renewal allocation, HUD will calculate the total HAP renewal funding eligibility for all PHAs still administering EHV's and compare that amount to the remaining available EHV HAP renewal funds. This proration factor is then applied to each PHA's EHV HAP renewal eligibility to determine the EHV renewal allocations.

HUD will provide the PHA with detailed information on its EHV renewal calculations and the process by which PHAs may request renewal funding allocation adjustments during the covered renewal period.

8. Individual and Family Eligibility under the Qualifying Categories

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the CoC or another partnering agency that makes direct referrals to the PHA. The CoC or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

The following definitions always apply with respect to EHV eligibility, regardless of whether the PHA may have established another definition for any of these terms in its PHA administrative plan.

a. Individuals and families who are homeless

The meaning of “homeless” is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

Homeless means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42

U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

b. Individuals or families who are at-risk of homelessness

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

At risk of homelessness. (1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and
- (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their

current housing or living situation will be terminated within 21 days of the date of application for assistance;

- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. The length of the relationship;
 2. The type of relationship; and
 3. The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person’s individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

Human trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of

age; (and)

Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

d. Individuals or families who are recently homeless

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

Individuals and families classified as recently homeless must be referred by the CoC or its designee.

9. Waivers and Alternative Requirements.

The Secretary may waive or specify alternative requirements for any provision of the United States Housing Act of 1937 or regulation applicable to such statute other than requirements related to fair housing, nondiscrimination, labor standards, and the environment, upon a finding that the waiver or alternative requirement is necessary to expedite or facilitate the use of EHV funding.

EHVs are tenant-based vouchers under Section 8(o) of the United States Housing Act of 1937. Unless expressly waived below, all statutory and regulatory requirements and HUD directives regarding the HCV program are applicable to EHVs, including the use of all HUD-required contracts and other forms. The administrative policies adopted in the PHA's written administrative plan apply to the EHVs vouchers unless such local policy conflicts with the requirements of the ARP, the requirements of this notice, or the waivers and alternative requirements outlined below.

These waivers and alternative requirements have been determined by the Secretary to be necessary to expedite and facilitate the use of the EHV funding. These waivers or alternative requirements are exceptions to the normal HCV requirements, which otherwise apply to the administration of the EHVs.

HUD may waive and/or establish alternative requirements for additional statutory and regulatory provisions by subsequent notice. A PHA may request additional good cause regulatory waivers in connection with the use of the EHV, which HUD will consider and assess upon the request of the PHA.

a. COVID-19 waivers (waivers authorized for the regular HCV program under the CARES Act)

The Coronavirus Aid, Relief and Economic Security (CARES) Act (Public Law 116-136) provides HUD with broad authority to waive or establish alternative requirements for numerous statutory and regulatory requirements for the HCV program. However, the CARES Act waiver authority does not cover EHV funding appropriated by the ARP.

HUD recognizes that the challenges the COVID-19 pandemic has created for the regular HCV program will likewise apply to the administration of the EHV. Consequently, HUD is exercising its waiver authority under the ARP to provide some of the same menu of HCV-applicable CARES Act waivers to PHAs for administration of the EHV assistance. The use of these COVID-19-related EHV waivers is at the discretion of the individual PHA. A PHA may choose to apply all, some, or none of the waivers to the EHV assistance.

Unlike the other ARP waivers provided through this notice, these EHV COVID-19 waivers have limited periods of availability that currently match the same periods of availability for the CARES Act waivers. The period of availability for these EHV COVID-19 waivers/alternative requirements, collectively or individually, may be further extended by PIH notice should HUD determine that such similar extension is necessary for the CARES Act waivers, or if HUD otherwise determines it necessary to further extend these waivers for the EHV. PHAs that implement these waivers are not required to keep the waiver/alternative requirement in-place for the full period of availability (including any extension) but may at any time choose to revert to regular program requirements and operations.

Attachment 1 of this notice provides the list of COVID-19 related waivers that the PHA may apply to the EHV. PHAs should refer to Notice PIH 2021-14 or its successor notice(s) for detailed information on the individual waivers listed in Attachment 1.

b. Required partnerships with the CoC and other organizations for direct referrals and services

EHVs are one of several resources that communities can use to house individuals and families who are experiencing homelessness or have unstable housing. To ensure that the EHV assist families who are most in need, PHAs are required to work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community.

HUD's CoC program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389). The program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

The CoC is organized to carry out the responsibilities required under the program and is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Provisions in the CoC Program Interim Rule at 24 CFR § 578.7(a)(8) require that CoCs establish a Coordinated Entry (CE) System. The CE System is a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area of the CoC, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

HUD is establishing an alternative requirement under which the PHA must enter into a Memorandum of Understanding (MOU) with the CoC to establish a partnership for the administration of the EHV. The primary responsibility of the CoC under the MOU is to make direct referrals of qualifying individuals and families to the PHA (see section 9.c below). Partner CoCs are responsible for determining whether the family qualifies under one of the four eligibility categories for EHV. Additionally, CoCs are encouraged to offer or make connections to supportive services for families that are referred to the PHA, including, but not limited to, short- or long-term case management, collecting necessary verifications to support referrals, housing counseling, housing search assistance and utility deposit assistance.¹¹ HUD recommends CoCs and PHAs seek a diverse range of supportive services by partnering with organizations trusted by people experiencing homelessness. The specific services that the CoCs will provide to individuals or families referred for the EHV program must be outlined in the MOU with the CoC.

¹¹PHAs may use services fee funding for housing search assistance and utility deposit services, but if such services are already available through the CoC, the services fee funding should be directed to other uses that are not available through the CoC. It is important that the PHA collaborate with the CoC and any other partnering agencies in designing its menu of uses for the services fee funding.

PHAs that agree to accept an allocation must enter into an MOU with a partnering CoC within 30 days of the effective date of the ACC funding increment for the EHV.

The MOU is a complete statement of the responsibilities of the parties and evidence of a commitment of resources to the EHV program. The MOU may be subsequently amended to add or change the services that the CoC may provide but must always retain the direct referral responsibility of the CoC. A sample MOU template is included in Attachment 2 of this notice.

The MOU must include at a minimum:

1. The PHA's and CoC's commitment to administering the EHV in partnership.
2. The goals and standards of success in administering the EHV.
3. The staff position for each organization that will serve as the lead EHV liaison.
4. A statement that all parties agree to cooperate with any program evaluation efforts undertaken by HUD, or a HUD-approved contractor, including compliance with HUD evaluation protocols and data sharing requests.
5. The specific population eligible for the EHV assistance that will be referred to the PHA by the CoC or other partnering referral agency.
6. The services, including financial assistance, that will be provided to assist EHV applicants and participants and who will provide them.
7. The roles and responsibilities of the PHA and CoC, including but not limited to the CoC making direct referrals of families to the PHA through the CE system.

A PHA that experiences difficulty in identifying a CoC partner, or where the CoC may be unwilling or reluctant to enter the MOU due to capacity issues or other concerns, or where the PHA is worried about its ability to fulfill this requirement within the required deadline despite a good-faith effort, is encouraged to contact HUD as promptly as possible for assistance. HUD or its Technical Assistance (TA) provider will work with the PHA to help facilitate a partnership, which may include using a partnering referral agency other than the CoC. In rare circumstances HUD may waive the partnership/direct referral requirement for the PHA for an interim period if such a step is necessary while building capacity at the CoC or other potential partnering referral agency. Information on EHV technical assistance and how to request it will be provided by HUD during the EHV webinar to be conducted after issuance of this notice.

c. Admissions process - Direct referrals from the CoC and other partnering organizations

PHAs must accept referrals for EHV directly from the CE System. Accepting direct referrals from the CE System will help ensure families are able to get assistance quickly and eliminate the administrative burden on the PHA regarding the determination as to whether the family meets the definition of a qualifying individual or family for EHV assistance. CoC partners may also support applicants through the application process and attend meetings with applicants and PHAs to aid individuals and families through the admissions process. Direct referrals for EHV are not added to the PHA's regular HCV

waiting list.

In general, EHV families are issued EHV as the result of either:

- (1) the direct referral process from the CoC CE System and/or other partnering organizations, or
- (2) a situation where the PHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the PHA's Emergency Transfer Plan. (PHAs are strongly encouraged to utilize EHV as a resource to effectuate emergency transfers for a victim of domestic violence, dating violence, sexual assault, or stalking, as part of their Violence Against Women Act (VAWA) Emergency Transfer Plan.)

The PHA must also take direct referrals from outside the CoC CE system if:

- (1) the CE system does not have a sufficient number of eligible families to refer to the PHA, or
- (2) the CE system does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

In those instances the PHA must enter into a partnership to receive direct referrals from another entity (a Victim Services provider or anti-trafficking service provider, for example, if the CE system is not referring victims fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human tracking) or another homeless services provider (if there are not enough direct referrals coming through the CE system), assuming there are such additional organizations that can certify that an individual or family is homeless or at risk of homelessness, formerly homeless, is an individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. (Applicants under the "Recently homeless" category must by definition (see section 8.d above) always be referred by the CoC or its designee.) The PHA must enter an MOU with partnering referral agency as described above in section 9.b. Alternatively, the partnering referral agency may be added to the MOU between the PHA and CoC.

The referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The PHA must retain this documentation as part of the family's file. HUD has attached to this notice two examples of certifications that could be used to document the referring agency's verification. (See Attachments 3 and 4).

Other than cases where a family is requesting an emergency transfer in accordance with VAWA as outlined in the PHA's Emergency Transfer Plan, the PHA must refer a family

that is seeking EHV assistance directly from the PHA to the CoC or other referring agency partner for initial intake, assessment, and possible referral for EHV assistance.

If at any time the PHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC CE system or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), the PHA should contact HUD for assistance. HUD may permit the PHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

PHAs must inform families on the HCV waiting list of the availability of EHV by, at a minimum, either by posting the information to their website or providing public notice in their respective communities. The PHA notice must describe the eligible populations to which the EHV is limited and clearly state that the availability of these EHV is managed through a direct referral process. The PHA notice must advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for EHV assistance. In providing this notice, PHAs must ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities. PHAs must also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). (See Section 11 – Nondiscrimination and Equal Opportunity Requirements - for more information.)

If the PHA has a preference for victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for this preference to the CoC or the applicable partnering referral agency. The CoC or partnering referral agency will determine if the family is eligible (based on the qualifying definition for EHV assistance for those fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking or another eligible category as applicable) for an EHV.

If the PHA has a homeless preference for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for the homeless preference to the CoC. The CoC will determine whether the family is eligible for an EHV (based on the qualifying definition for EHV assistance for homelessness or another eligible category as applicable). The CoC will also determine if the family is eligible for other homeless assistance through the CE system.

With the exception of special admissions,¹² the HCV regulations require that the PHA admit an applicant as a waiting list admission. In order to implement the above alternative requirements, HUD is waiving § 982.204(a), which requires that except for special admissions, participants must be selected from the PHA waiting list and that the PHA must select participants from the waiting list in accordance with admission policies

¹² A special admission (24 CFR § 982.203) is a non-waiting list admission that is only applicable if HUD awards a PHA program funding that is targeted for families living in specified units.

in the PHA administrative plan.

d. Required housing search assistance

Housing search assistance can help EHV participants successfully move to areas of higher opportunity, as well as broaden the pool of landlords participating in the EHV program, including culturally or racially diverse landlords and landlords with smaller numbers of units. HUD has established as an alternative requirement that the PHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the PHA or through the CoC or another partnering agency or entity.

Housing search assistance is a broad term which can include many activities, but with respect to this requirement it must at a minimum (1) help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods, (2) provide transportation assistance and directions to potential units, (3) conduct owner outreach, (4) assist with the completion of rental applications and PHA forms, and (5) help expedite the EHV leasing process for the family. Other recommended, but not required, housing search activities include helping individual families identify barriers to leasing (e.g., low credit score, evictions history) and strategies to address these barriers, workshops on how to conduct an effective housing search, enhanced support for portability processing, regular proactive check-ins for families searching with a voucher, regular reminders to the family of their voucher expiration date and extension policies, and a dedicated landlord liaison for EHV voucher families. The PHA may use any of the EHV administrative fees (including the services fees) described in section 6 for EHV housing search assistance.

e. Separate waiting list for EHV's

The HCV program regulations at § 982.204(f) provide that a PHA must use a single waiting list for admission to its HCV program.

It is possible that the number of applicants referred by partnering agencies at a given time may exceed the EHV's available for the PHA to issue to families. HUD recognizes that requiring PHAs to utilize its existing HCV waiting list to manage EHV referrals will create unnecessary administrative burden, complications, and delays.

HUD is therefore waiving § 982.204(f) to establish an alternative requirement under which the PHA shall maintain a separate waiting list for EHV referrals/applicants to help expedite the leasing process, both at initial leasing and for any turnover vouchers that may be issued prior to the September 30, 2023 turnover voucher cut-off date.

Because the EHV waiting list is based on direct referrals or requests through the PHA's VAWA emergency transfer plan and not applications from the general public, HUD is also waiving § 982.206, which requires the PHA to give public notice when opening and

closing the waiting list. Under this alternative requirement, the PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list.

f. Local Preferences

Under the HCV program, the PHA may establish a system of local preferences for the selection of families. The PHA may have an existing set of local preferences for its HCV program that understandably does not align with the specific targeted purpose of the EHV. Furthermore, the PHA, in conjunction with the CoC and other referral partners, may wish to establish preferences specifically designed for EHV admissions that the PHA would not want to apply to its regular HCV waiting list. Excluding EHV from the PHA's normally applicable local preference system will simplify EHV administration and ensure that EHV are not being prioritized based on preferences designed for the broad universe of HCV eligible applicants rather than the subset of EHV qualifying families.

HUD is waiving § 982.207(a) and establishing an alternative requirement that the local preferences established by the PHA for HCV admissions do not apply to EHV. The PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHV, or may simply choose to not establish any local preferences for the EHV waiting list.

In establishing any local preferences for the EHV waiting list, the preference may not prohibit EHV admissions from any of the four qualifying categories of eligibility. The preference system prioritizes the order in which families on the EHV waiting list are assisted but does not allow the PHA to refuse to accept a referred family that meets one of the four EHV eligibility categories, or otherwise delay issuance of an available voucher to that eligible family in order to "hold" the voucher for a future referral of a preference holder. In cases where the PHA and the referral agency partners are contemplating local preferences for the EHV waiting list, HUD strongly encourages PHAs and their partners to consider designing preferences that take into consideration the comparative health risks that COVID-19 poses to the subgroup of families eligible for EHV (e.g., individuals or families living in environments where practicing social distancing or taking other preventive measures may be particularly challenging). The PHA must ensure any local preferences did not discriminate on the basis of any federally protected classes and cannot utilize criteria or methods of administration which would result in discrimination. See Section 11 – Nondiscrimination and Equal Opportunity Requirements for more information on applicable federal civil rights requirements.

The HCV program regulations at § 982.207(b) allows a PHA to adopt and implement a residency preference in accordance with the non-discrimination and equal opportunity requirements listed at § 5.105(a). Given the emergency nature of these vouchers, the fact that many individuals and families in the targeted populations may not necessarily qualify as a "resident" due to their housing circumstances, and the direct referral /coordinated

entry aspect of EHV administration, it is not appropriate to apply residency preferences for EHV admission. Consequently, HUD is waiving § 982.207(b) and establishing an alternative requirement under which a PHA may not apply any residency preference to EHV applicants.

g. Restrictions on PHA denial of assistance to an EHV applicant

The HCV program regulations at § 982.552 and § 982.553 cover the grounds under which a PHA may deny an applicant admission to the program and in certain cases is required to do so. These grounds include the following:

- If any member of the family has been evicted from federally assisted housing in the last five years.
- If a PHA has ever terminated assistance under the program for any member of the family.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- If the family engaged in or threatened abusive or violent behavior toward PHA personnel.
- If the family has been engaged in criminal activity or alcohol abuse as described in § 982.553.

HUD is waiving §982.552 and § 982.553 in part and establishing an alternative requirement with respect to mandatory and permissive prohibitions of admissions for EHV applicants. The EHV alternative requirement is as follows:

Mandatory Prohibitions.

- (1) The PHA must apply the standards it established under § 982.553(a)(1)(ii)(C) that prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
- (2) The PHA must apply the standards it established under § 982.553(a)(2)(i) that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to EHV applicants.

Permissive Prohibitions.

The PHA may prohibit admission of a family for the grounds stated below. The PHA may choose not to prohibit admission for these grounds or may establish a more permissive policy than the PHA's policy for admission to the regular HCV program. The PHA may not establish a permissive prohibition policy for EHV applicants that is more prohibitive than the policy established for admissions to the regular HCV program. The PHA policy on EHV permissive prohibitions must be described in the PHA's administrative plan.

If the PHA intends to establish permissive prohibition policies for EHV applicants, the PHA must consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration. The PHA policy on EHV permissive prohibitions must be described in the PHA's administrative plan. Determinations must be made based on an individualized assessment of relevant mitigating information.¹³ The permissive prohibitions are:

- (1) If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
 - a. Violent criminal activity.
 - b. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.¹⁴
- (2) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- (3) If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Unlike regular HCV admissions, PHAs may not deny an EHV applicant admission regardless of whether:

¹³ See Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016), available at https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF at 7 ("individualized assessment of relevant mitigating information beyond that contained in an individual's criminal record is likely to have a less discriminatory effect than categorical exclusions that do not take such additional information into account. Relevant individualized evidence might include: the facts or circumstances surrounding the criminal conduct . . . evidence that the individual has maintained a good tenant history before and/or after the . . . conduct; and evidence of rehabilitation efforts.")

¹⁴ Please see PIH Notice 2015-19. The purpose of PIH 2015-19 is to inform PHAs and owners of other federally-assisted housing that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants, to remind PHAs and owners that HUD does not require their adoption of "One Strike" policies, and to remind them of their obligation to safeguard the due process rights of applicants and tenants. See also Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016), available at https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF (overviewing how applying criminal records screening too broadly may implicate fair housing liability for housing providers).

- Any member of the family has been evicted from federally assisted housing in the §A PHA has ever terminated assistance under the program for any member of the family.
- The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with §982.553(a)(3).
- The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

Similar to the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program, HUD is eliminating the PHA's permissive prohibitions for EHV admissions for drug-related criminal activity. The eligible populations of homeless and at-risk of homelessness individuals and families may include individuals struggling with drug addiction, and that addiction may be one of the root causes of their homelessness. As demonstrated by the "Housing First" model, providing the individual with safe housing may be a critical first step in helping the individual recover from addiction. Consequently, prohibitions based on criminal activity for the eligible EHV populations regarding drug possession should be considered apart from criminal activity against persons (i.e., violent criminal activity). Further, the Department remains concerned about the potential discriminatory effect that reliance on drug-related criminal activity history as grounds for denial of admission may pose for the EHV program. For further information on the use of criminal histories and the Fair Housing Act, please see [HUD's Office of General Counsel Guidance on the Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions, issued on April 4, 2016](#).¹⁵

The PHA must still deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3), but should notify the family of the limited EHV grounds for denial of admission first.

When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at § 982.551(h)(2) apply. Other than the birth,

¹⁵ Available at https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF. This Guidance cautions against the screening of applicants for tenancy using criminal records where such screening may disproportionately impact protected classes, and where the housing provider cannot prove such a policy is necessary to achieve a substantial, legitimate, nondiscriminatory interest.

adoption or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular screening criteria in doing so.

h. Income Verification at Admissions

Under the HCV program, PHAs must determine whether an applicant family's income exceeds the applicable income limit as established by HUD in the jurisdiction where the family wishes to lease a unit. While the verification hierarchy described in Notice PIH 2018-18 applies to income determinations for applicants, the Enterprise Income Verification (EIV) system generally is not available for verifying income of applicants.

The program regulations under § 982.201(e) requires that the PHA must receive information verifying that an applicant is eligible within the 60-day period before the PHA issues a voucher to the applicant. For verification purposes, Notice PIH 2018-18 states that third-party generated documents be dated within 60 days of the PHA's request.

For homeless families and other EHV eligible families, documentation may not be readily on-hand and may be difficult to obtain quickly. Accepting self-certifications and allowing for the delay of receipt of documentation and/or third-party verification will allow the CoC/partnering agency to assist the family in obtaining the necessary documentation without unduly delaying the family's housing assistance.

HUD is waiving the third-party income verification requirements for EHV applicants and, alternatively, allowing PHAs to consider self-certification as the highest form of income verification at admission. Applicants must submit an affidavit attesting to reported income, assets, expenses and other factors which would affect an income eligibility determination. Additionally, applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request. For example, a Supplemental Security Income (SSI) benefit letter that was issued in November 2020 to represent the applicant's benefit amount for 2021 and was provided to the PHA in September 2021 would be an acceptable form of income verification. As a reminder, the PHA may also use the SSI benefit letter as proof of disability.

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must: review the EIV Income and Income Validation Tool (IVT) Reports to confirm/validate family-reported income within 90 days of the PIC-NG (see Section 15 of this notice below) submission date; print and maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search. The PHA may be required to deny assistance to household members already receiving assistance from another program.

PHAs are encouraged to incorporate additional procedures to remind families of the obligation to provide true and complete information. PHAs that conduct eligibility determinations under this waiver/alternative requirement will be responsible for addressing any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later and must take necessary enforcement actions if the tenant was never eligible due to their income, as well as initiate HUD-compliant payment plans for those whose unreported income was unintentional and do not make the tenant ineligible for the program accordingly.

The adoption of this waiver does not authorize any ineligible family to receive assistance under these programs. If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

i. Eligibility Determination: Social Security Number and Citizenship Verification

HCV applicants must disclose and document and PHAs must verify the social security numbers (SSN) of each applicant. Applicant documentation may include a valid SSN card issued by the Social Security Administration; an original document issued by a federal or state government agency which contains the individual's name, SSN and other identifying information; or other evidence of the SSN as prescribed by HUD. Generally, a PHA may not admit an applicant until the required documentation is provided to verify the SSN of each household member.

PHAs also must verify evidence of U.S. citizenship or eligible immigration status for noncitizens claiming eligibility for assistance. Each eligible household member must sign a declaration of their status and eligible noncitizens must also provide supporting documentation, which must be submitted by the time of the eligibility determination. Documentation verifying U.S. citizenship may also be requested. Since eligibility for assistance is limited to U.S. citizens and noncitizens who have eligible immigration status, families in which not all members are U.S. citizens or have eligible immigration status are only eligible to receive pro-rated housing assistance based on the percentage of family members who qualify for assistance.

Additionally, PHAs must verify each family member's date of birth to verify identity and determine age and disability status per 24 CFR § 5.403, if claimed. These family characteristics impact the income and tenant rent calculations.

This documentation may not be readily on hand and may be difficult to obtain for individuals and families experiencing homelessness. Accepting self-certifications and delaying the receipt of documentation and/or third-party verification will allow PHAs to assist EHV families more quickly and provide time for the family (with assistance from the CoC or other partnering agencies) to obtain the necessary documentation.

HUD is consequently waiving the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. PHAs may adopt policies to admit EHV applicants who are unable to

provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation. If a family member appeals secondary verification of immigration documents, PHAs are reminded that assistance may not be delayed, denied, reduced or terminated on the basis of immigration status pending the completion of the appeal as described in § 5.514(e).

Additionally, PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

PHAs are encouraged to incorporate additional procedures to remind families of the obligation to provide true and complete information. PHAs that conduct eligibility determinations under this waiver/alternative requirement will be responsible for addressing any material discrepancies (i.e., erroneous SSNs) that may arise later and must take necessary enforcement actions accordingly. The adoption of this waiver does not authorize any ineligible family to receive assistance under these programs. If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

j. Inapplicability of Income Targeting Requirements

The PHA must determine income eligibility for EHV families in accordance with § 982.201. However, the income targeting requirements of section 16(b) of the United States Housing Act of 1937 and § 982.201(b)(2) are waived and do not apply for EHV families so that participating PHAs can effectively serve individuals and families in all the eligibility categories under the ARP who may be at a variety of income levels, including low-income families. The PHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted. In conformance with normal program rules, PHAs may not deny admission to a family with zero income and must consider hardship circumstances before charging a minimum rent in accordance with § 5.630(b).

k. Use of recently conducted initial income determinations and verifications at admission

Some families who were recently homeless but are now currently residing in rapid rehousing or are receiving other time-limited housing assistance may have had their income recently verified under that housing assistance program. Furthermore, families who are eligible for EHV assistance as victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking may be currently assisted through other subsidized housing programs such as public housing. PHAs may accept income

calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as the income was (1) calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months and (2) the family certifies there has been no change in income or family composition in the interim. At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR § 982.516.

For each new admission under this waiver and alternative requirement, the PHA must: review the EIV Income and IVT Reports to confirm/validate family-reported income within 90 days of the PIC-NG (see Section 15 of this notice) submission date; print and maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

l. Pre-inspection of HQS units

To expedite the leasing process, PHAs may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units. If an EHV family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under § 982.305. However, the family must be free to select their unit and cannot be required to accept a pre-screened unit.

m. Initial Search Term

While the EHV program provides the PHA with funding designed to help increase the success rate of EHV families in obtaining housing (such as security deposit assistance, landlord incentives, and housing search assistance), these families may still face significant challenges with their housing search. An initial search term of 60 days may be inadequate for EHV families. Consequently, HUD is waiving § 982.303(a), which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an EHV must be at least 120 days. Any extensions, suspensions, and progress reports will remain under the policies in the PHA's administrative plan but will apply after the minimum 120-day initial search term.

As a reminder, a PHA must grant reasonable accommodation requests to extend the housing search term that may be necessary for individuals with disabilities to find a unit that meets their disability-related needs. For example, it may be challenging to find a unit that includes specific accessibility features, is close to accessible transportation, or close to supportive services or medical facilities.

n. Initial lease term

Under the HCV program, the family must enter into an initial lease with the owner for at least one year, unless a shorter term would improve housing opportunities for the tenant and the shorter term is a prevailing market practice. To provide a greater range of housing opportunities for EHV families, HUD is waiving Section 8(o)(7)(A) of the United States Housing Act of 1937 and § 982.309(a)(2)(ii). The initial lease term for an EHV family may be less than 12 months regardless of whether the shorter term is a prevailing market practice.

o. Portability

The normal HCV portability procedures and requirements generally apply to EHV families with the following exceptions.

i. No prohibition on portability for non-resident applicants

Under the HCV program, if neither the household head nor spouse of an assisted family already had a “domicile” (legal residence) in the jurisdiction of the PHA at the time the family first submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a “non-resident applicant.” The initial PHA may choose to allow portability during this period but is not required to do so.

In order to provide maximum housing choice for the targeted populations, HUD is removing this restriction for EHV nonresident applicants to allow all EHV families to immediately move under portability. Accordingly, HUD is waiving section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and § 982.353(c). The PHA may not restrict an EHV family from exercising portability because they are a non-resident applicant.

ii. Portability billing and absorption

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA does or does not currently administer EHV programs under its own ACC.

If the EHV family moves under portability to another PHA that administers EHV programs under its own ACC:

- The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family’s EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA’s EHV policies, although neighboring

PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one another to align EHV policies and help facilitate EHV portability moves between their jurisdictions.

If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

iii. Family briefing/initial PHA and receiving PHA coordination on services

In addition to the applicable family briefing requirements at § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family. (Further information on this subject is provided in subsection iv below.)

iv. EHV portability – HAP and EHV administrative fees

A. HAP and ongoing fees

The requirements at 982.355(e) apply to portability billing arrangements on behalf of an EHV family:

- The initial PHA must promptly reimburse the receiving PHA for the full amount of the housing assistance payments made by the receiving PHA for the family.
- The initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA's EHV ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee (or the receiving PHA's EHV ongoing administrative fee if the receiving PHA administers the EHV program). If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

B. Services Fee Funding:

If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving

PHA may be compensated for those costs by the initial PHA. This is the case regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up.

If the receiving PHA administers EHV's under its CACC, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance. If the receiving PHA does not administer EHV's under its CACC, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving the PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

The amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1750, unless the initial PHA and receiving PHA mutually agree to change the \$1750 cap.

C. Placement fee/issuance reporting fee:

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement/issuance reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee, as applicable.

Note that the entire preliminary fee is always paid to and retained by the initial PHA and is not impacted by an EHV portability move.

p. Payment standard amounts

The HCV regulations at 24 CFR § 982.503(a)(3) provide that the PHA voucher payment standard schedule shall establish a single payment standard amount for each unit size, and that for each unit size, the PHA may establish a single payment standard amount for the whole Fair Market Rent (FMR) area, or may establish a separate payment standard amount for each designated part of the FMR area.

Many rental markets with a high need for the EHV's are very competitive with a shortage of affordable rental units. EHV recipients who are homeless or at risk of homelessness may have relatively lower incomes than regular HCV recipients, limiting their ability to rent units with rents above the payment standard. In addition, landlords may be more reluctant to rent to homeless individuals who may have limited or poor credit history, a limited established rental history, or other issues.

Due to those factors and the emergency nature of these vouchers, HUD is waiving § 982.503(a)(3) and establishing an alternative requirement permitting PHAs to establish separate higher payment standards for the EHV families in order to increase the potential pool of available units for EHV families. The separate EHV payment standard must comply with all other HCV requirements under § 982.503 with the exception of the waivers of § 982.503(b)(i) and § 982.503(b)(iii) discussed below.

Establishing a separate EHV payment standard is at the discretion of the PHA and the PHA is not required to do so. PHAs are not permitted to establish a separate payment standard for the EHV families that is lower than the regular HCV payment standard. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the EHV payment standard if it would be otherwise lower than the new regular HCV payment standard.

In addition, HUD is waiving § 982.503(b)(1)(i) and establishing an alternative requirement to allow the PHA to establish a payment standard amount for a unit size at any level between 90 percent and 120 percent (as opposed to 110 percent) of the published FMR for that unit size. HUD approval is not required to establish an EHV payment standard within that range.

Furthermore, HUD is waiving § 982.503(b)(1)(iii) and establishing an alternative requirement to provide that a PHA that is not in a designated Small Area FMR area or has not opted to voluntarily implement Small Area FMRs under 24 CFR 888.113(c)(3) may establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published Small Area FMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. As is the case for the regular HCV program, the PHA must notify HUD if it establishes an EHV exception payment standard based on the Small Area FMR. The exception payment standard must apply to the entire ZIP code area.

PHAs may also still request approval for exception EHV payment standards above 120% of the applicable FMR/SAFMR from HUD in accordance with § 982.503(b)(1)(iv) or § 982.503(c) if needed.

All rent reasonableness requirements at § 982.507 continue to apply to EHV units, regardless of whether the PHA has established an alternative or exception EHV payment standard. As discussed in section 6 above, PHAs may provide EHV owner incentive payments to recruit and retain owners, but the rent charged for the unit must be a reasonable rent in comparison to rent for other comparable units.

q. Increase in Payment Standard During HAP Contract Term

The HCV regulations at 24 CFR § 982.505(c)(4) require that if the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family

beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard amount.

HUD is waiving this requirement and as an alternative requirement providing a PHA with the discretion to establish a policy in the PHA administrative plan on when to apply the increased payment standard (e.g., interim reexamination, owner rent increase) after the effective date of the increase in the payment standard amount, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change.

10. Moving-to-Work (MTW) Agencies

MTW agencies that administer EHV's are bound by the terms and conditions of this notice. As discussed above in section 9, all HCV statutory and regulatory requirements and HUD directives are applicable to EHV's unless waived by this notice. However, MTW agencies may request approval from HUD's Office of Housing Voucher Programs to administer EHV's in accordance with the HCV programmatic flexibilities approved under PHA's Annual MTW Plan or MTW Supplement to the PHA Plan, as permitted by its MTW Agreement or the MTW Operations Notice. The Office of Housing Voucher Programs may approve the MTW PHA's request provided it determines the requested MTW flexibility is not in direct conflict with an EHV waiver or alternative requirement and its application would not have a detrimental impact on EHV families. MTW PHAs must submit such requests with supporting justification through their local Field Office.

EHV funding is not eligible for MTW fungibility but must only be used for EHV eligibility activities and to assist EHV eligible families. This applies to EHV HAP funding and to all forms of EHV administrative fees.

11. Nondiscrimination and Equal Opportunity Requirements

PHAs are reminded in administering the EHV program to follow all applicable nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and 24 CFR 982.53, including but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, HUD's Equal Access Rule, and Title II of the Americans with Disabilities Act of 1990. These requirements prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, age, sexual orientation, gender identity, and marital status. PHAs should also comply with Title III of the Americans with Disabilities Act of 1990 (see 28 CFR 35.160 and 28 CFR 36.303).

When an EHV household is or includes a person with disabilities, reasonable accommodations may be necessary. A reasonable accommodation is a change, exception or adjustment to rules, policies, practices or services that may be necessary in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas, or to participate in or access programs and activities. This extends to various aspects of EHV program implementation including for

example, denial or termination of assistance, initial search term of the EHV, initial lease term, and informal reviews and hearings, as well as reasonable accommodations that may be necessary during one's tenancy. Under Section 504, reasonable accommodations may also include a structural change to a unit.

In addition, the PHA must also provide effective communication to persons with disabilities, including those with vision, hearing, and other communication related disabilities, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters, accessible website and other accessible electronic communications. See 24 CFR 8.6. The PHA must also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). LEP guidance and LEP information is available here: <https://www.federalregister.gov/documents/2007/01/22/07-217/final-guidance-to-federal-financial-assistance-recipients-regarding-title-vi-prohibition-against>

12. Inapplicability of Project-based Voucher Assistance

Section 3202(b)(1) of the ARP provides that the EHV "shall be tenant-based assistance under section 8(o) of the United States Housing Act of 1937." In addition to the requirement that EHV must be tenant-based voucher assistance, several provisions of section 3202 are not compatible with project-based voucher assistance. In particular, the requirement with respect to the termination of vouchers upon turnover discussed below in Section 13 is clearly compatible with tenant-based voucher assistance, but it is not compatible with multi-year PBV contracts where assistance is tied to the project. Furthermore, tenant-based assistance, when coupled with the funding for other eligible expenses designed to facilitate the leasing of the emergency vouchers (notably the security deposit assistance and other costs related to the retention and support of owners specifically included in the Act), offers the most expeditious approach to assisting families as quickly as possible with these emergency housing vouchers.

Consequently, PHAs may not project-base EHV but must administer these vouchers exclusively as tenant-based assistance.

13. Termination of Vouchers upon Turnover after September 30, 2023

The ARP provides that after September 30, 2023, a PHA may not reissue the EHV when assistance for an assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, the PHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.

For example, if an EHV participant leaves the program and their HAP contract terminates on August 31, 2023, that EHV must be reissued to another family no later than September 30, 2023. If the PHA does not reissue the EHV to another family by September 30, 2023, the EHV may not be reissued and effectively sunsets. Provided the EHV re-issuance date is no later than September 30, 2023, the term of the EHV may extend beyond September 30, 2023.

However, if the family that was issued the EHV is ultimately unsuccessful in finding a unit and that EHV expires after September 30, 2023, the EHV may not be reissued to another family. All EHVs under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

An EHV that has never been issued to a family may be initially issued and leased after September 30, 2023, since this prohibition only applies to EHVs that are being reissued upon turnover after assistance to a family has ended. However, HUD may direct PHAs administering EHVs to cease leasing any unleased EHVs if such action is determined necessary by HUD to ensure there will be sufficient funding available to continue to cover the HAP needs of currently assisted EHV families. (While HUD anticipates most EHVs under the initial allocation would be leased by September 30, 2023, PHAs may have subsequently received a new allocation of EHVs as part of the recapture/reallocation process described in section 14 below.)

HUD will remove any turnover EHV that cannot be reissued from the PHA's CACC as part of the next funding renewal process.

14. HUD authority to revoke and reallocate vouchers for PHA failure to use vouchers promptly

The ARP provides that if a PHA fails to lease its authorized EHVs within a reasonable period of time, HUD may revoke and redistribute any unleased vouchers and associated funds to other public housing agencies. This would include recapturing any funds previously obligated to the PHA that are associated with those revoked vouchers, as described further below.

HUD will be closely monitoring EHV leasing and will evaluate the PHA's leasing progress for purposes of EHV reallocation by assessing the PHA's EHV performance. This evaluation will occur no sooner than the one-year anniversary of the effective date of the PHA's EHV funding increment. A PHA that has a substandard EHV leasing performance may be subject to having some or all of its unissued vouchers revoked and reallocated. However, under no circumstances will PHAs that have leased at least 95 percent of their EHVs have any of their unissued vouchers recaptured and reallocated.

HUD will refresh the formula allocation data when determining the number of vouchers for which a PHA qualifies under the reallocation. PHAs that have reduced their leasing potential by increasing voucher utilization during the intervening months, for example, may benefit from that improved performance when the allocation formula is run again to reallocate the recaptured vouchers.

In a situation where EHVs are being revoked, the number of EHVs under that PHA's CACC will be reduced to reflect that some or all of the PHA's EHVs have been revoked. The "associated funds" subject to recapture along with the unleased vouchers are the following:

- HAP funding HUD obligated to the PHA that is attributable to the unleased voucher in

the initial funding allocation (and/or subsequent renewal allocations if applicable), unless the excess HAP funding has already been accounted for through HUD's renewal process.

- Ongoing administrative fees that were advanced to the PHA unless the advanced ongoing administrative fees have already been accounted for through HUD's reconciliation process.
- An amount equivalent to 50 percent of the services fee for each EHV that is being revoked, not to exceed the total amount of unexpended services fees available to the PHA.
- Preliminary fee. The preliminary fee is provided to the PHA for planning and other implementation efforts and it is not expected to be available for recapture and reallocation. However, any unused preliminary fee amounts remaining at the time of recapture and reallocation will be subject to recapture and reallocation.
- Placement/issuance reporting fee. The placement/issuance reporting fee is provided to the PHA to enable the PHA to fulfill lease-up responsibilities. It is not expected that any amounts from this fee will remain at the time of recapture and reallocation. However, any unused placement fee amounts remaining at the time of recapture and reallocation will be subject to recapture and reallocation.

HUD will issue a separate notice that details the process by which vouchers may be revoked and reallocated at least four months before the PHA's leasing performance will be evaluated. PHAs that experience difficulties in leasing EHV's should contact HUD for technical assistance (see section 17 below).

15. Use of funds, reporting, and financial records

EHV funds allocated to the PHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the PHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the PHA are to be used for those purposes and must not be used for HAP. See section 7 above for instructions if the PHA needs an adjustment to its initial HAP funding allocation or its HAP renewal funding to fully lease its EHV's or meet its EHV HAP costs.

The appropriated funds for EHV's are separate from the regular HCV program. Similar to the Mainstream program, these funds may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by this notice may only be used in support of the EHV's and cannot be used for regular HCV's. EHV funding may not be used for the repayment of debts or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD) or other monitoring review findings.

HUD will update the Voucher Management System (VMS) to collect aggregate data from participating PHAs on a monthly basis consistent with other programs under Section 8(o) of the United States Housing Act of 1937. This data will initially be used to track leasing and cost data and to reconcile funds advanced to participating PHAs against actual expenditures reported.

HUD plans to leverage PIC-NG, the new information technology platform developed for the MTW Demonstration program's expansion, to collect EHV tenant information as opposed to using the existing legacy IMS/PIC system. HUD expects to issue a streamlined Form 50058 in the near future that will allow HUD to pay monthly HAP and administrative fee disbursements based on that information. Once the new application and processes are implemented, HUD plans to reduce or eliminate VMS reporting requirements for the program. Additional information will be forthcoming on PIC-NG rollout and implementation requirements including expedited timelines for tenant characteristics reporting. PHAs do not report into IMS/PIC for EHV families.

In the meantime, in order to account for and track the use of the EHV funding, PHAs must comply with the following reporting and financing record requirements.

a. Voucher Management System reporting:

Because EHV's are funded from a separate appropriation than the regular HCV's, HUD will modify VMS to track the following data points for EHV's from participating PHAs:

- **Emergency Housing Vouchers— Leasing**
- **Emergency Housing Vouchers - HAP Expenses**
- **Emergency Housing Vouchers – Preliminary Fee Expenses**
- **Emergency Housing Vouchers—Placement/Issuance Reporting Fee Expenses**
- **Emergency Housing Vouchers—Ongoing Administrative Fee Expenses**
- **Emergency Housing Vouchers – Services Fee – Housing Search Assistance Expenses**
- **Emergency Housing Vouchers- Services Fee – Security/Utility Deposit/Rental Application/Holding Fee Expenses**
- **Emergency Housing Vouchers -Services Fee -Owner Incentive Expenses**
- **Emergency Housing Vouchers – Services Fee – Other Expenses**
- **Emergency Housing Vouchers - Number of New Vouchers Issued but Not Under HAP Contract as of the Last Day of the Month**
- **Emergency Housing Vouchers - HAP Expenses After the First of the Month**
- **Emergency Housing - FSS Escrow Deposits**
- **Emergency Housing Vouchers - FSS Escrow Forfeitures This Month**
- **Emergency Housing Vouchers - Fraud Recovery Total Collected This Month**
- **Emergency Housing Vouchers - Unrestricted Net Position Funds (UNP) as of the Last Day of the Month**
- **Emergency Housing Vouchers - Restricted Net Position Funds (RNP) as of the Last Day of the Month**
- **Emergency Housing Vouchers - Cash/Investment as of the Last Day of the Month**

The PHA must enter the data on a monthly basis into VMS. These reporting requirements also apply to MTW agencies.

b. Financial Data Schedule (FDS) Reporting for EHV Program:

HUD's Uniform Financial Reporting Standards (UFRS) Rule (24 CFR § 5.801) requires PHAs that administer the Section 8 programs to submit annual financial data to HUD. Specifically, UFRS requires that the financial data is: 1) prepared in accordance with Generally Accepted Accounting Principles (GAAP) as further defined by HUD in supplementary guidance; 2) submitted electronically to HUD through the internet; and 3) submitted in such form and substance as prescribed by HUD.

To meet the goals of the UFRS rule, PHAs are required to submit their financial information to HUD's Financial Assessment Sub-system for Public Housing (FASS-PH). PHAs are required to submit this financial information in a prescribed format, the Financial Data Schedule (FDS) (also referred to as Public Housing Financial Management template). Financial information collected in the FASS-PH system includes the reporting of the receipts, uses, and balances of all PHA funds regardless of the funding source (i.e., entity-wide reporting). This financial information is reported at the funding source level.

As a separate funding source, the ARP supplemental funding for the EHV's must be reported separately on the FDS. The default reporting level is at the Catalog of Federal Domestic Assistance (CFDA) level. However, when a CFDA number does not exist or is not applicable, HUD will provide a program number under which the PHA should report its financial information.

Due to the likely one-time appropriation of the supplemental funds provided under ARP, CFDA numbers for these EHV funds will not be issued. However, HUD must still meet its monitoring responsibilities and provide transparency in the PHAs' receipts and uses of EHV supplemental funding. Thus, HUD recommends that PHAs establish a separate general ledger for the program or at the very least provide subsidiary details under the existing HCV program sufficient to provide the necessary information in the FDS.

Rather than have PHAs report under the generic Federal Program columns that are already established in the FASS-PH system (e.g., Federal Program 1, Federal Program 2), the Real Estate Assessment Center (REAC) has established a new column on the FDS for reporting EHV supplemental funds. REAC will publish specific guidance on revenue recognition in a future notice.

The PHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent to the administration of the EHV's in accordance with the HCV program requirements at § 982.158.

16. Reconciliation and recapture of unexpended EHV funds at program end

As noted above, the appropriated funds for EHV are separate from the regular HCV program and may only be used for EHV purposes. If any of these funds are not expended on eligible EHV expenses before the end of the EHV program, the remaining unexpended EHV funds must be recaptured by HUD.

Currently, the EHV program end date for each individual PHA is unknown and additional guidance regarding program wrap-up and closeout will be issued in the future. However, outer boundaries are known. For example, when a PHA no longer has any EHV families under lease and is not permitted to reissue any of its remaining EHV due to the statutory September 30, 2023 reissuance prohibition, the PHA's program will have effectively ended and all associated unexpended funds must be remitted to HUD. Likewise, the funds appropriated for the EHV program are available for obligation by HUD only until September 30, 2030 and will be cancelled as a matter of law on September 30, 2035.

HUD will conduct a final reconciliation of the PHA's EHV funding and expenses when each PHA's EHV program ends. Accounting and remittance guidance on HAP and administrative fee funding will be forthcoming under separate notice.

17. Technical Assistance

The ARP makes resources available to HUD to provide technical assistance to the PHAs administering EHV assistance. Information regarding technical assistance for these EHV will be made available to PHAs in the near future.

18. Further Information.

Question concerning this notice should be submitted by email to the following HUD mailbox: ehv@hud.gov.

19. Paperwork Reduction Act.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C 35013520). In accordance with the PRA, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number. The following active information collections contained in this notice have been approved under the PRA-OMB Control Numbers 2577-0169 and 2577-0083.

_____/s/_____
Dominique Blom
General Deputy Assistant Secretary
for Public and Indian Housing

Attachment 1

COVID-19 waivers and alternative requirements the PHA may choose to apply to its EHV for a limited period of availability. Details on the individual waivers and alternative requirements are found in Notice PIH 2021-14.

This chart summarizes the COVID-19 waivers/alternative requirements the PHA may choose to apply to its EHV and the periods of availability. PHAs must keep written documentation on the waivers applied by the PHA as well as the effective dates.

Waiver Code in Notice PIH 2021-14 (see for details)	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends
PH and HCV-4 Family Income and Composition: Interim Examinations	<u>Statutory Authority</u> Section 3(a)(1) <u>Regulatory Authority</u> §§ 5.233(a)(2), 982.516(c)(2), 960.257(a), (b) and (d), 960.259(c) <u>Sub-regulatory Guidance</u> Notice PIH 2018-18	• Waives the requirement to use the income verification requirements, including the use of EIV, for interim reexaminations	12/31/21
PH and HCV-5 Enterprise Income Verification (EIV) Monitoring	<u>Regulatory Authority</u> § 5.233 <u>Sub-regulatory Guidance</u> Notice PIH 2018-18	• Waives the mandatory EIV monitoring requirements	12/31/21
HQS-1 Initial Inspection Requirements	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(o)(8)(C) <u>Regulatory Authority</u> §§ 982.305(a), 982.305(b), 982.405	• Changes initial inspection requirements, allowing for owner certification that there are no life-threatening deficiencies • Where self-certification was used, PHA must inspect as soon as reasonably possible but no later than 6/30/22.	• 12/31/21 • 6/30/22

Attachment 1

COVID-19 waivers and alternative requirements the PHA may choose to apply to its EHV for a limited period of availability. Details on the individual waivers and alternative requirements are found in Notice PIH 2021-14.

Waiver Code in Notice PIH 2021-14 (see for details)	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends
		HQS waiver does not include a waiver of 24 CFR 35.15, visual assessment for deteriorated paint	
HQS-3 Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(ii) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	Allows for extension of up to 30 days for owner repairs of non-life threatening conditions	12/31/21
HQS-4 HQS Initial Inspection Requirement: Alternative Inspection Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(iii) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	- Under Initial HQS Alternative Inspection Option - allows for commencement of assistance payments based on owner certification there are no life-threatening deficiencies - Where self-certification was used, PHA must inspect the unit as soon as reasonably possible but no later than 6/30/22.	12/31/21 6/30/22
HQS-6 HQS Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F) <u>Regulatory Authority</u> §§ 982.405(g), 983.103(e)	- Waives the requirement for the PHA to conduct interim inspection and requires alternative method - Allows for repairs to be verified by alternative methods	12/31/21
HQS-9 HQS Quality Control Inspections	<u>Regulatory Authority</u> §§ 982.405(b), 983.103(e)(3)	Provides for a suspension of the requirement for QC sampling inspections	12/31/21

Attachment 1

COVID-19 waivers and alternative requirements the PHA may choose to apply to its EHV for a limited period of availability. Details on the individual waivers and alternative requirements are found in Notice PIH 2021-14.

Waiver Code in Notice PIH 2021-14 (see for details)	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends
HQS-10 Housing Quality Standards: Space and Security	<u>Regulatory Authority</u> § 982.401(d)	• Waives the requirement that each dwelling unit have at least 1 bedroom or living/sleeping room for each 2 persons.	Remains in effect one year from beginning of lease term
HCV-1 Administrative Plan	<u>Regulatory Authority</u> § 982.54(a)	• Establishes an alternative requirement that policies may be adopted without board approval until 9/30/21 • Any provisions adopted informally must be adopted formally by 12/31/21	• 9/30/21 • 12/31/21
HCV-2 Information When Family is Selected: PHA Oral Briefing	<u>Regulatory Authority</u> §§ 982.301(a)(1), 983.252(a)	• Waives the requirement for an oral briefing • Provides for alternative methods to conduct required voucher briefing	• 12/31/21
HCV-3 Term of Voucher: Extensions of Term	<u>Regulatory Authority</u> § 982.303(b)(1)	• Allows PHAs to provide voucher extensions regardless of current PHA policy • Note that the initial term of the EHV must be a minimum of 120 days (see section 9.m of this notice)	• 12/31/21
HCV-4 PHA Approval of Assisted Tenancy: When HAP Contract is Executed	<u>Regulatory Authority</u> § 982.305(c)	• Provides for HAP payments for contracts not executed within 60 days • PHA must not pay HAP to owner until HAP contract is executed	12/31/21

Attachment 1

COVID-19 waivers and alternative requirements the PHA may choose to apply to its EHV's for a limited period of availability. Details on the individual waivers and alternative requirements are found in Notice PIH 2021-14.

Waiver Code in Notice PIH 2021-14 (see for details)	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends
HCV-5 Absence from Unit	<u>Regulatory Authority</u> § 982.312	• Allows for PHA discretion on absences from units longer than 180 days • PHAs must not make HAP payments beyond 12/31/20 for units vacant more than 180 consecutive days	12/31/21
HCV-6 Automatic Termination of HAP Contract	<u>Regulatory Authority</u> § 982.455	• Allows PHA to extend the period of time after the last HAP payment is made before the HAP contract terminates automatically.	• 12/31/21

Attachment 2

Sample MOU Template

Memorandum of Understanding

[** This sample document demonstrates the Memorandum of Understanding requirements for the administration Emergency Housing Voucher. Unless otherwise noted, all elements are required. **]

This Memorandum of Understanding (MOU) has been created and entered into on ***[** Insert execution date. **]***.

[PHA Name and Address]

[CoC Name and Address]

I. Introduction and Goals (the following elements, listed in a. – c., are required elements of the MOU):

- a. PHA and CoC's commitment to administering the EHV's in accordance with all program requirements.
- b. PHA goals and standards of success in administering the program.
- c. Identification of staff position at the PHA and CoC who will serve as the lead EHV liaisons.

Lead HCV Liaison:

[Name and title of PHA staff position]

Responsibilities of the PHA EHV liaison ***[**Optional**]***.

[Name and title of CoC staff position]

Responsibilities of the CoC EHV liaison ***[**Optional**]***.

II. Define the populations eligible for EHV assistance to be referred by CoC.

III. Services to be provided to eligible EHV families

1. List the services to be provided to assist individuals and families have success in the program and who will provide them.

[**The following services are listed for example purposes. **]

1. Partnering service providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers.
2. Partnering service providers will support PHAs in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the PHA.
3. PHAs will establish windows of time for EHV applicants to complete intake interviews for EHV.
4. Partnering service providers will provide housing search assistance for eligible individuals and families.
5. Partnering service providers will provide counseling on compliance with rental lease requirements.
6. Partnering service providers will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
7. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

IV. PHA Roles and Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff to serve as the lead EHV liaison.

6. Comply with the provisions of this MOU.

V. CoC Roles and Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Designate and maintain a lead EHV liaison to communicate with the PHA.
2. Refer eligible individuals and families to PHA using the community's coordinated entry system.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e. self-certifications, birth certificate, social security card, etc.).
4. Attend EHV participant briefings when needed.
5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
6. Identify and provide supportive services to EHV families. (While EHV participants are not required to participate in services, the CoC should assure that services are available and accessible.)
7. Comply with the provisions of this MOU.

VI. Third Party Entity Roles Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Describe how the State, local, philanthropic, faith-based organizations, Victim Service Providers or CoC recipients it designates will fulfill each of the following responsibilities:
 - a. Outline resource and/or service being provided in support of the community's EHV Program. Commit a sufficient number of staff and necessary resources to ensure that the application, certification and voucher issuance processes are completed in a timely manner.
 - b. Comply with the provisions of this MOU.

VII. Program Evaluation

The PHA, and CoC or designated CoC recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random

assignment procedures.

[Signed and dated by the official representatives of the PHA, CoC, CoC Contractor organization (if applicable), and third-party entities (if applicable.)]

Signed by

_____	_____
Executive Director, PHA	Date

_____	_____
CoC Executive Director	Date

Emergency Housing Voucher (EHV)

HOMELESS CERTIFICATION

EHV Applicant Name: _____

☐ Household without dependent children (complete one form for each adult in the household)

☐ Household with dependent children (complete one form for household)

Number of persons in the household: _____

This is to certify that the above named individual or household meets the following criteria based on the check mark, other indicated information, and signature indicating their current living situation-

Check only one box and complete only that section

Living Situation: place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks)

☐ The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground.

Description of current living situation:

Homeless Street Outreach Program

Name: _____

This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, soup kitchens, Health Care for the Homeless sites, etc.

Authorized Agency Representative Signature: _____

Date: _____

Living Situation: Emergency Shelter

☐ The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a supervised publicly or privately operated shelter as follows:

Emergency Shelter Program Name: _____

This emergency shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g., newly established Emergency Shelter).

Authorized Agency Representative Signature: _____

Date: _____

Living Situation: Recently Homeless

☐ The person(s) named above is/are currently receiving financial and supportive services for persons who are homeless. Loss of such assistance would result in a return to homelessness (ex. Households in Rapid Rehousing Programs, residents of Permanent Supportive Housing Programs participating in Moving On, etc.)

Authorized Agency Representative Signature: _____

This referring agency must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory.

Immediately prior to entering the household's current living situation, the person(s) named above was/were residing in:

☐ emergency shelter OR ☐ a place unfit for human habitation

Authorized Agency Representative Signature: _____

Date: _____

Emergency Housing Voucher (EHV)

SAMPLE HUMAN TRAFFICKING CERTIFICATION

Purpose of Form:

The Victims of Trafficking and Violence Protection Act of 2000 provides assistance to victims of trafficking making housing, educational health care, job training and other Federally-funded social service programs available to assist victims in rebuilding their lives.

Use of This Optional Form:

In response to this request, the service provider may complete this form and submit it to the Public Housing Agency (PHA) to certify eligibility for EHV assistance.

Confidentiality: All information provided to the service provider concerning the incident(s) of human trafficking shall be kept confidential and such details shall not be entered into any shared database. Employees of the PHA will not have access to these details, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED ON BEHALF OF HUMAN TRAFFICKING SURVIVOR

EHV Applicant Name: _____

This is to certify that the above named individual or household meets the definition for persons who are fleeing or attempting to flee human trafficking under section 107(b) of the Trafficking Victims Protection Act of 2000.

Immediately prior to entering the household's current living situation, the person(s) named above was/were residing in:

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual(s) named above is/has been a victim of human trafficking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Authorized Agency Representative Signature: _____ **Date:** _____



Administrative Services Committee Meeting
7/14/2021 1:20 PM
HCD_ Emergency Housing Voucher MOU

Department: HCD

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

Caption: Motion to **approve** a request for Augusta, Georgia to enter in to a Memorandum of Understanding (MOU) with the Augusta Housing Authority (AHA) to support the acceptance of up to 155 Emergency Housing Vouchers, from the U.S. Department of Housing and Urban Development (HUD), through the Augusta Housing Authority and in partnership with the HUD recognized Coordinated Entry project sponsor, CSRA EOA, Inc. In order to meet HUD's submission requirement, the community must have an MOU in place between AHA, Augusta, GA and CSRA EOA, Inc. as the designated Coordinated Entry project sponsor for the community. Also, authority for the Mayor to execute this MOU as Augusta, Georgia's Certifying Official is included in this request.

Background: In the American Rescue Plan (ARP), the U.S. Department of Housing and Urban Development received funding for Emergency Housing Vouchers, to be issued through local Housing Authorities in partnership with local Continuums of Care (CoCs) and the CoCs Coordinated Entry project(s). The Emergency Housing Vouchers (EHVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. The partners have agreed to provide services and EHV's to up to 155 eligible families in Augusta – Richmond County. Augusta, Georgia, through Housing and Community Development, will:

- Provide technical support for referral process through community's Homeless Management Information System (HMIS).
- Provide technical assistance to ensure regulatory compliance with potential utilization of Emergency Solutions Grant (ESG) resources in conjunction with this

program. · Foster partnerships through HCD's resources that would benefit the local residents impacted by this program.

The Augusta Housing Authority will: · Operate the program for the provision of up to 155 Emergency Housing Vouchers in compliance with all applicable laws and regulations governing the implementation of these vouchers. · Agree to

receive qualified referrals of eligible residents from the community's Coordinated Entry Project for admission in to the Emergency Housing Voucher Program CSRA EOA, Inc. will:

· Continue to operate as the HUD recognized Coordinated Entry project sponsor for the Augusta-Richmond County Continuum of Care (CoC GA-504) · Complete intakes and

assessments and provide qualified referrals of eligible residents from the community's Coordinated Entry Project for admission in to the Emergency Housing Voucher Program · Provide staff support and management service to facilitate referrals of eligible residents requesting assistance through the Coordinated Entry project.

Analysis:

The approval of the MOU will allow for said partnership to support the implementation of 155 Emergency Housing Vouchers through the Augusta Housing Authority to provide permanent housing resources to persons meeting the eligibility criteria as provided by HUD.

Financial Impact:

HCD will not allocate funds toward this project.

Alternatives:

Do not approve HCD's Request to enter in to a Memorandum of Understanding (MOU) with the Augusta Housing Authority (AHA) to support the acceptance of up to 155 Emergency Housing Vouchers, from the U.S. Department of Housing and Urban Development (HUD).

Recommendation:

Motion to Approve Augusta, Georgia to enter in to a Memorandum of Understanding (MOU) with the Augusta Housing Authority (AHA) to support the acceptance of up to 155 Emergency Housing Vouchers, from the U.S. Department of Housing and Urban Development (HUD), through the Augusta Housing Authority and in partnership with the HUD recognized Coordinated Entry project sponsor, CSRA EOA, Inc.

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

HCD will not allocate funds toward this project.

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CONTRACT

between

AUGUSTA, GEORGIA

And

CAPITALRISE, LLC

in the amount of
\$177,405.48 USD

One Hundred and Seventy-Seven Thousand Four Hundred and Five Dollars and 48/100
for Fiscal Year **2021**
Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT

936 Boyd Lane

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2021 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and CAPITALRISE, LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “CAPITALRISE, LLC” 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/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, CAPITALRISE, LLC, a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with CAPITALRISE, LLC for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

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

WHEREAS, CAPITALRISE, LLC has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, CAPITALRISE, LLC has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, CAPITALRISE, LLC has requested and Augusta has approved a total of **\$177,405.48** in funding to perform eligible activities as described in Article I; below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: CAPTITALRISE, LLC agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. WD COMMUNITIES agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ WD COMMUNITIES, will perform as co-developer with CAPTITALRISE, LLC, a procured developer with Laney Walker/Bethlehem.
- ✚ CAPTITALRISE, LLC will perform new construction for one (1) single family detached home identified as property number **936 Boyd Lane**.
- ✚ CAPTITALRISE, LLC will perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ CAPTITALRISE, LLC will 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 not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. CAPTITALRISE, LLC 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:** Laney Walker/Bethlehem Bond funds shall be used by CAPITALRISE, LLC for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$177,405.48**

1. Profit

An amount not to exceed percent (50%) of the construction cost 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 CAPITALRISE, LLC 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 **936 Boyd Lane**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **936 Boyd Lane**.

2. Developer's Fee

\$4,000.00

3. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

CAPITALRISE, LLC shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by CAPITALRISE, LLC will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, CAPITALRISE, LLC 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

CAPITALRISE, LLC will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, CAPITALRISE, LLC 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 funds available in the following manner:

1. Augusta agrees to pay CAPITALRISE, LLC, a maximum of **\$177,405.48** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services,

subject to CAPITALRISE, LLC's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;

2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$177,405.48** and shall be on a pay for performance basis provided CAPITALRISE, LLC and HCD determine the progress is satisfactory. CAPITALRISE, LLC shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, CAPITALRISE, LLC will include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
3. When nearing 50%, the co-developer, WD COMMUNITIES, should be prepared to pay their 50%: **\$88,702.74** as agreed to HCD.
4. HCD will monitor the progress of the project and CAPITALRISE, LLC's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
5. 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. CAPITALRISE, LLC and HCD shall share in the cost and proceeds of developing the residence at **936 Boyd Lane** as follows:
6. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any CAPITALRISE, LLC deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to CAPITALRISE, LLC.
7. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) 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 CAPITALRISE, LLC and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development 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 CAPITALRISE, LLC for construction costs related to the development of one single family detached home identified as **936 Boyd Lane**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and CAPITALRISE, LLC in writing.

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

C. Timetable for Completion of Project Activities

CAPITALRISE, LLC shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **936 Boyd Lane**.

Liquidated Damages

CAPITALRISE, LLC agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of CAPITALRISE, LLC. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of CAPITALRISE, LLC. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

CAPITALRISE, LLC is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by CAPITALRISE, LLC under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **936 Boyd Lane** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. CAPITALRISE, LLC shall be paid a total consideration of no more than **\$177,405.48** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. 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 CAPITALRISE, LLC.

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and CAPITALRISE, LLC (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to CAPITALRISE, LLC, or any subcontractor hereunder.
- B. CAPITALRISE, LLC shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to CAPITALRISE, LLC's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of 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.
- E. Requests by CAPITALRISE, LLC for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. CAPITALRISE, LLC shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by CAPITALRISE, LLC.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **936 Boyd Lane**, HCD is to provide CAPITALRISE, LLC with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

CAPITALRISE, LLC 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 CAPITALRISE, LLC. 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. CAPITALRISE, LLC 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)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by CAPITALRISE, LLC. In such instances, CAPITALRISE, LLC 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 CAPITALRISE, LLC.

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 VI. OTHER REQUIREMENTS

- A. CAPITALRISE, LLC 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 CAPITALRISE, LLC publications and/or advertisements. (24 CFR 570.601).
- B. CAPITALRISE, LLC agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. CAPITALRISE, LLC 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. 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)

- E. CAPITALRISE, LLC agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), CAPITALRISE, LLC agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. CAPITALRISE, LLC agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. CAPITALRISE, LLC 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. CAPITALRISE, LLC will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. CAPITALRISE, LLC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CAPITALRISE, LLC will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CAPITALRISE, LLC 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.

- J. In accordance with Section 570.608 of the CDBG Regulations, CAPITALRISE, LLC 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. CAPITALRISE, LLC 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. In accordance with 24 CFR part 24, subpart F, CAPITALRISE, LLC 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. Any publicity generated by CAPITALRISE, LLC 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 HCD in making the project possible. The words "Augusta, Georgia 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. CAPITALRISE, LLC 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. CAPITALRISE, LLC agrees to obtain all necessary permits for intended improvements or activities.
- O. CAPITALRISE, LLC shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

CAPITALRISE, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** CAPITALRISE, LLC agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.

- P. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall

further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to HCD at the time the subcontractors are retained to perform such physical services.

- Q. CAPITALRISE, LLC agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- R. CAPITALRISE, LLC 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.
- S. CAPITALRISE, LLC 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. CAPITALRISE, LLC will not discriminate against any person applying for shelter on the basis of religion. CAPITALRISE, LLC 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 will only be paid if CAPITALRISE, LLC has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- U. HCD shall not approve any travel or travel related expenses to CAPITALRISE, LLC with funds provided under this.
- V. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

CAPITALRISE, LLC is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CAPITALRISE, LLC or any subcontractor of CAPITALRISE, LLC or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event CAPITALRISE, LLC materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until CAPITALRISE, LLC cures any breach of the Agreement. If CAPITALRISE, LLC fails to cure the breach, Augusta may suspend or terminate the current award of funds. CAPITALRISE, LLC will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to CAPITALRISE, LLC for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay CAPITALRISE, LLC for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, CAPITALRISE, LLC shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by CAPITALRISE, LLC under this contract.

ARTICLE VIII. NOTICES

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

Augusta will receive all notices at the address indicated below:

Office of the Administrator
ATTN: Odie Donald, II, Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, Georgia 30901

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

CAPITALRISE, LLC will receive all notices at the address indicated below:

CAPITALRISE, LLC
ATTN: Peter Tuchyna and Frank Klimes
2924 Aylesbury Drive
Augusta, GA 30909

With copies to:
Warrick Dunn Communities
ATTN: Warrick Dunn,
229 Peachtree Street, NE Suite 675
Atlanta, GA 30303

ARTICLE IX. INDEMNIFICATION

CAPITALRISE, LLC 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, CAPITALRISE, LLC specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

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

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

ARTICLE X. PRIOR AND FUTURE AGREEMENTS

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

CAPITALRISE, LLC warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CAPITALRISE, LLC for the purpose of securing business and that CAPITALRISE, LLC has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. COUNTERPARTS

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

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen’s Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Hardie Davis, Jr., as its Mayor

Date: _____

By: _____
Odie Donald, II, as its Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **CAPITALRISE, LLC**

ATTEST: **WD COMMUNITIES**

By: _____
Owner

Owner

Date: _____

By: _____
Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

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, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - E. 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).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').
2. 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 HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -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 HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

CAPITALRISE, LLC/CAPITALRISE, LLC acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, CAPITALRISE, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that CAPITALRISE, LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CAPITALRISE, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if CAPITALRISE, LLC provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by CAPITALRISE, LLC. CAPITALRISE, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Name

CAPITALRISE, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

CAPITALRISE, LLC MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A- WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to CAPITALRISE, LLC in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the project.
3. With HCD approval, CAPITALRISE, LLC may use funds under this Agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and CAPITALRISE, LLC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
5. New Construction Costs and Requirements

- a. CAPITALRISE, LLC will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
 - b. CAPITALRISE, LLC must make sure contractors obtain and post all permits on job site.
 - c. CAPITALRISE, LLC must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.
6. Permanent Financing and Sales Prices
- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
 - b. The purchasers of houses constructed must meet the Augusta, GA requirements.
 - c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.

AHCDD

Contractor Work Write-up

Augusta Housing & Community Development Department

925 Laney Walker Blvd., 3rd Floor- Augusta GA. 30901

(706) 821-1797b -Fax (706) 821-1784 www.augustaga.gov

Hawthorne Welcher - Director

Finish of house

\$ -

TOTAL WRITE-UP (INCLUDING CONTINGENCY)

\$ 177,405.48

TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY

\$ 177,405.48

GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR FEET) , EA (EACH) , LS (LUMP SUM), YD(YARD)

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I	TOTAL COST PER SECTION
Enter Materials	UNIT	Quantity	MATERIAL COST PER	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MAT & LABOR	PROFIT & OVER HEAD	
Homeowners Name	Laney Walker/Bethlehem Revitalization Project					Contractor:			
Homeowners Address	936 Boyd Lane								
City, State, Zip	Augusta, Georgia 30901								
Phone						Profit & Overhead Percentage:	15%		
FOUNDATION / MASONRY	House Heated Sq. Ft.			1,648	Total House Sq. Ft.		1988		
Description of Material	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
construction entrance	EA	1	\$ -	\$ -	\$ 600.00	\$ 600.00	\$ 600.00	\$ 90.00	\$ 690.00
excavate	LF	0	\$ 3.13	\$ -	\$ 8.00	\$ -	\$ -	\$ -	\$ -
concrete ftg	CY	0	\$ 135.00	\$ -	\$ 35.00	\$ -	\$ -	\$ -	\$ -
SILT FENCE & CONSTRUCTION ENTRANCE	ROLL	3		\$ 289.59	\$ 100.00	\$ -	\$ 289.59	\$ 43.44	\$ 333.03
6 mil poly	ROLL	1	\$ 96.53	\$ 96.53	\$ 80.00	\$ 80.00	\$ 176.53	\$ 26.48	\$ 203.01
fill and tamp	CY		\$ 200.00	\$ -	\$ 35.00	\$ -	\$ -	\$ -	\$ -
concrete pads for steps	CY	1	\$ 124.20	\$ 124.20	\$ 35.00	\$ 35.00	\$ 159.20	\$ 23.88	\$ 183.08
grading drive and sidewalk	LF	0	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
concrete drive and sidewalk	LF	0	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
rebar	EA	1	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 900.00	\$ 135.00	\$ 1,035.00
Adding dirt to raise house (development cost)	EA	4	\$ 200.00	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ 120.00	\$ 920.00
anchor bolts	EA	100	\$ 1.94	\$ 194.00	\$ 1.60	\$ 160.00	\$ 354.00	\$ 53.10	\$ 407.10
block wall 8x8x156	EA	700	\$ 1.90	\$ 1,330.00	\$ 2.00	\$ 1,400.00	\$ 2,730.00	\$ 409.50	\$ 3,139.50
header blocks	EA	163	\$ 2.00	\$ 326.00	\$ 2.00	\$ 326.00	\$ 652.00	\$ 97.80	\$ 749.80
mortar mix	BAGS	35	\$ 0.25	\$ 8.89	\$ 0.36	\$ 12.60	\$ 21.49	\$ 3.22	\$ 24.71
mortar sand	Load	1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 37.50	\$ 287.50
brick veneer	EA	4000	\$ 0.30	\$ 1,200.00	\$ 0.50	\$ 2,000.00	\$ 3,200.00	\$ 480.00	\$ 3,680.00
house and garage slab	CY	25	\$ 135.00	\$ 3,375.00	\$ 35.00	\$ 875.00	\$ 4,250.00	\$ 637.50	\$ 4,887.50
porch slab	EA	10	\$ 135.00	\$ 1,350.00	\$ 35.00	\$ 350.00	\$ 1,700.00	\$ 255.00	\$ 1,955.00
BRICK STEPS AS PER PLAN	STEP	8	\$ 100.00	\$ 375.00	\$ 100.00	\$ 800.00	\$ 1,175.00	\$ 176.25	\$ 1,351.25
Rollobricks	EA	700	\$ 0.30	\$ 210.00	\$ 1.50	\$ 1,050.00	\$ 1,260.00	\$ 189.00	\$ 1,449.00
water sewer tap	LF	30	\$ 12.00	\$ 360.00	\$ 12.00	\$ 360.00	\$ 720.00	\$ 144.00	\$ 864.00
UTILITIES FEES ELECTRICAL	LS	1	\$ 199.58	\$ 199.58	\$ -	\$ -	\$ 199.58	\$ 29.94	\$ 229.52
UTILITIES FEES WATER	LS	1	\$ 350.00	\$ 350.00	\$1 -	\$ -	\$ 350.00	\$ 52.50	\$ 402.50

BUILDERS RISK	LOT	1	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ 105.00	\$ 805.00
LAYOUT AND BATTER BOARD	LS	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 90.00	\$ 690.00
TERMITE TREATMENT	LOT	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 30.00	\$ 230.00
PORT-O-LET	LOT	1	\$ 285.00	\$ 285.00	\$ -	\$ -	\$ 285.00	\$ 42.75	\$ 327.75
Total				\$ 13,073.79		\$ 8,498.60	\$ 21,572.39	\$ 3,235.86	\$ 24,808.25
Description of work to be completed: work completed as per plans									
EXTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
COLUMNS	EA	2	\$ 235.00	\$ 470.00	\$ 100.00	\$ 200.00	\$ 670.00	\$ 100.50	\$ 770.50
GUTTERS & DOWNSPOUTS	PKG	1	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	\$ 187.50	\$ 1,437.50
LANDSCAPING no irrigation	PKG	1	\$ 2,200.00	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00	\$ 330.00	\$ 2,530.00
Lot development to drain to front of property	PKG	1	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	\$ 525.00	\$ 4,025.00
GRADING / SITE PREPARATION	LS	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 1,100.00	\$ 165.00	\$ 1,265.00
Total				\$ 7,920.00		\$ 800.00	\$ 8,720.00	\$ 1,308.00	\$ 10,028.00
Description of work to be completed:									
SIDING AND PORCH									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FASCIA AND SOFFIT AND SIDING	PKG	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 11,500.00
Total				\$ 5,000.00		\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 11,500.00
Description of work to be completed:									
ROOFING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ROOFING PACKAGE (30 ARCHITECTURAL SHINGLES, ROOF VENT & INSTALLATION	PKG	1	\$ 2,250.00	\$ 2,250.00	\$1,100.00	\$ 1,100.00	\$ 3,350.00	\$ 502.50	\$ 3,852.50
Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shingle ridge cap.									
Total				\$ 2,250.00		\$ 1,100.00	\$ 3,350.00	\$ 502.50	\$ 3,852.50
FRAMING & FINISH CARPENTRY									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
WALL FRAMING AS NEEDED	PKG	1	\$22,000.00	\$ 22,000.00	\$9,100.00	\$ 9,100.00	\$ 31,100.00	\$ 4,665.00	\$ 35,765.00
SUBFLOORING REPAIRS	EA	1		\$ -		\$ -		\$ -	
WINDOWS / BLINDS	EA	1	\$ 360.00	\$ 360.00	\$ -	\$ -	\$ 360.00	\$ 54.00	\$ 414.00
WINDOW & EXTERIOR DOORS PKG	PKG	1	\$ 3,400.00	\$ 3,400.00	\$ -		\$ 3,400.00	\$ 510.00	\$ 3,910.00
INTERIOR DOORS & TRIM PKG	PKG	1	\$ 2,500.00	\$ 2,500.00	\$1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 525.00	\$ 4,025.00
LOCKSET PACKAGE	EA	1	\$ 234.78	\$ 234.78	\$ -	\$ -	\$ 234.78	\$ 35.22	\$ 270.00
ATTIC STAIRWAY 10' ENG SAVER	EA	1	\$ 275.00	\$ 275.00	\$ 60.00	\$ 60.00	\$ 335.00	\$ 50.25	\$ 660.25
MAIL BOX	EA	1	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 15.00	\$ 115.00
HOUSE NUMBERS	EA	1	\$ 60.00	\$ 60.00	\$ -	\$ -	\$ 60.00	\$ 9.00	\$ 69.00
CLOSET 12' SHELVES W/ RODS AND PANTRY/LINEN	PKG	1	\$ 1,260.00	\$ 1,260.00	\$ -	\$ -	\$ 1,260.00	\$ 189.00	\$ 1,449.00
BLINDS	PKG	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 450.00	\$ 67.50	\$ 517.50
Total				\$ 30,189.78		\$ 10,160.00	\$ 40,349.78	\$ 6,052.47	\$ 46,402.25
FLOORS CARPET /TILE									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FLOORING CARPET	PKG	1	\$ 1,400.00	\$ 1,400.00	\$ 800.00	\$ 800.00	\$ 2,200.00	\$ 330.00	\$ 2,530.00
LAMINATED WOOD (12mm Thickness)?	PKG	1	\$ 1,400.00	\$ 1,400.00	1400	\$ 1,400.00	\$ 2,800.00	\$ 420.00	\$ 3,220.00
CERAMIC TILE (BATH & KITCHEN)	PKG	1	\$ 1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 450.00	\$ 3,450.00
Total				\$ 4,300.00	2	\$ 3,700.00	\$ 8,000.00	\$ 1,200.00	\$ 9,200.00
Description of work to be completed:									

DRYWALL/ PLASTER									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
1/2 IN DRYWALL	SF	8800	\$ 0.41	\$ 3,608.00	\$ 0.50	\$ 4,400.00	\$ 8,008.00	\$ 1,201.20	\$ 9,209.20
Total				\$ 3,608.00		\$ 4,400.00		\$ 1,201.20	\$ 9,209.20
PLUMBING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PLUMBING PACKAGE W/STAINLESS STEEL FIXTURES	PKG	1	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ 1,350.00	\$ 10,350.00
Total				\$ 9,000.00		\$ -	\$ 9,000.00	\$ 1,350.00	\$ 10,350.00
Includes all fittings, connections to fixtures, hangers, and removal of existing water lines.									
ELECTRICAL									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ELECTRICAL	PKG	1	\$ 6,700.00	\$ 6,700.00	\$ -	\$ -	\$ 6,700.00	\$ 1,005.00	\$ 7,705.00
ALARM SYSTEM W/CELLULAR MONITORING	EA	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 90.00	\$ 690.00
LIGHT FIXTURES ALLOWANCE	PKG	1	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
Total				\$ 9,300.00		\$ -	\$ 9,300.00	\$ 1,395.00	\$ 10,695.00
HEATING & AIR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
HEATING & AIR 14 SEER	PKG	1	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	\$ 1,275.00	\$ 9,775.00
RANGE HOOD	PKG	1	\$ 250.00	\$ 250.00		\$ -	\$ 250.00	\$ 37.50	\$ 287.50
AC CAGES	EA	0	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 8,750.00		\$ -	\$ 8,750.00	\$ 1,312.50	\$ 10,062.50
CABINETS & APPLIANCES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BASE & WALL CABINETS & GRANITE COUNTER TOPS	PKG	1	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	\$ 1,275.00	\$ 9,775.00
APPLIANCE PKG. (RANGE, MICROWAVE, DISH WASHER & REFRIGERATOR W/ICE MAKER	PKG	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 450.00	\$ 3,450.00
Total				\$ 11,500.00		\$ -	\$ 11,500.00	\$ 1,725.00	\$ 13,225.00
PAINTING EXTERIOR/ INTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PAINT 2 COATS WALL/CEILING PAINTING	SF	1648	\$ 1.75	\$ 2,884.00	3.4	\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
Total				\$ 2,884.00		\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
BATHROOM ACCESSORIES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BATH ACCESSORIES SET & MIRRORS	PKG	1	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	\$ 270.00	\$ 2,070.00
SHOWER DOOR	PKG	1	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ 850.00	\$ 127.50	\$ 977.50
Total				\$ 1,800.00		\$ -	\$ 1,800.00	\$ 270.00	\$ 2,070.00
INSULATION									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
INSULATION ATTIC WALLS	PKG	1	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	\$ 405.00	\$ 3,105.00
Total				\$ 2,700.00		\$ -	\$ 2,700.00	\$ 405.00	\$ 3,105.00
DEMOLITION & CLEAN -UP									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
CLEAN HOUSE	EA	1	\$ -	\$ -	\$ 450.00	\$ 450.00	\$ 450.00	\$ 67.50	\$ 517.50
DUCT & BLOWER TEST	EA	1	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ 60.00	\$ 460.00

INTERIOR DEMOLITION	EA	1						\$ -	
EXTERIOR clean up	EA	1	\$ 400.00	\$ -			\$ 400.00	\$ -	\$ 40.00
DUMPSTER	EA	1	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ 120.00	\$ 920.00
Total				\$ 800.00		\$ 850.00	\$ 2,050.00	\$ 247.50	\$ 2,297.50
RECAP OF SECTIONS				SUM TOTAL WRITE-UP					\$ 176,565.48
Description				TOTAL MATERIAL		TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FOUNDATION / MASONRY				\$ 13,073.79		\$ 8,498.60	\$ 21,572.39	\$ 3,235.86	\$ 24,808.25
EXTERIOR				\$ 7,920.00		\$ 800.00	\$ 8,720.00	\$ 1,308.00	\$ 10,028.00
SIDING				\$ 5,000.00		\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 11,500.00
ROOFING				\$ 2,250.00		\$ 1,100.00	\$ 3,350.00	\$ 502.50	\$ 3,852.50
FRAMING & FINISH CARPENTRY				\$ 30,189.78		\$ 10,160.00	\$ 40,349.78	\$ 6,052.47	\$ 46,402.25
FLOORS CARPET /TILE				\$ 4,300.00		\$ 3,700.00	\$ 8,000.00	\$ 1,200.00	\$ 9,200.00
DRYWALL/ PLASTER				\$ 3,608.00		\$ 4,400.00	\$ -	\$ 1,201.20	\$ 9,209.20
PLUMBING				\$ 9,000.00		\$ -	\$ 9,000.00	\$ 1,350.00	\$ 10,350.00
ELECTRICAL				\$ 9,300.00		\$ -	\$ 9,300.00	\$ 1,395.00	\$ 10,695.00
HEATING & AIR				\$ 8,750.00		\$ -	\$ 8,750.00	\$ 1,312.50	\$ 10,062.50
CABINETS & APPLIANCES				\$ 11,500.00		\$ -	\$ 11,500.00	\$ 1,725.00	\$ 13,225.00
PAINTING EXTERIOR/ INTERIOR				\$ 2,884.00		\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
BATHROOM ACCESSORIES				\$ 1,800.00		\$ -	\$ 1,800.00	\$ 270.00	\$ 2,070.00
INSULATION				\$ 2,700.00		\$ -	\$ 2,700.00	\$ 405.00	\$ 3,105.00
DEMOLITION & CLEAN -UP				\$ 800.00		\$ 850.00	\$ 2,050.00	\$ 247.50	\$ 2,297.50
TOTALS				\$ 113,075.57		\$ 40,111.80	\$ 145,579.37	\$ 22,978.11	\$ 176,565.48
Cost per sf heated			\$107.14	PERMITS					\$ 420.00
Cost per sf heated plus garage			\$ 88.82	2-10 WARRANTY					\$ 420.00
				TOTAL WRITE-UP					\$ 177,405.48
Total						\$ -	\$ -	\$ -	\$ -
CONTRACTOR				DATE HIRED			BY		
ACCEPTED: _____				TITLE _____			DATE _____		
PREPARED BY: _____				REVISED					
					</				



Administrative Services Committee Meeting

7/14/2021 1:20 PM

HCD_ Laney Walker/ Bethlehem New Construction of one (1) single family unit

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop new construction of one (1) single family unit.
Background:	In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. This project involves the new construction of one (1) single family unit identified as 936 Boyd Lane, within Laney Walker/Bethlehem.
Analysis:	The approval of the contract will allow for development activities on these sites to begin.
Financial Impact:	Augusta Housing and Community Development Department receives a tranche allocation for the Laney Walker/Bethlehem Project which will fund this project. Contract Amount 936 Boyd Lane - \$177,405.48 (100% returned at home closing.)
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, to develop new construction of one (1) single family

unit, identified as 936 Boyd Lane, within Laney Walker/Bethlehem.

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

Laney Walker/Bethlehem Revitalization Bond funds 298-07-7343-5413150

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting

7/14/2021 1:20 PM

HCD_ Laney Walker/ Bethlehem New Construction of one (1) Single Family Unit

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/ Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop new construction of one (1) single family unit.
Background:	In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. This project involves the new construction of one (1) single family unit identified as 934 Boyd Lane, within Laney Walker/Bethlehem.
Analysis:	The approval of the contract will allow for development activities on these sites to begin.
Financial Impact:	Augusta Housing and Community Development Department receives a tranche allocations for the Laney Walker Bethlehem Project which will fund this project. Contract Amount 934 Boyd Lane - \$177,405.48(100% returned at home closing.)
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney

Walker/Bethlehem Revitalization Funding to contract with Capitalrise, to develop new construction of one (1) single family unit, identified as 934 Boyd Lane, within Laney Walker/Bethlehem.

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

Laney Walker/Bethlehem Revitalization Bond funds 298-07-7343-5413150

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

THIS CONTRACT, by and between _____, hereinafter called "**Owner**" and _____, hereinafter called the "**Contractor**."

WITNESSETH:

That the Owner and the Contractor, for the considerations hereinafter named, mutually agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS

The Contract Documents shall consist of the Housing Rehabilitation Contract General Conditions (AHCDD Form 510), Attached Work Write Up, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after the execution of this Agreement; these form the Contract and are as fully a part of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the Contract Documents, the Documents shall be interpreted according to the following priorities:

- First Priority: Manufacturer's Instructions
- Second priority: Construction/Rehabilitation Contract
- Third Priority: General Conditions of Contract, 2000 version
- Fourth Priority: Work Write-Up dated _____

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

ARTICLE 2
SCOPE OF SERVICES

The Contractor shall do all the work and provide all the materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property locate _____, all in accordance with the Work Write-Up which is attached hereto and expressly incorporated herein by reference and made a part hereof.

The contractor shall perform the entire rehabilitation of the residential structure as described in the contract documents except items as indicated as follows, which are to be the responsibility of other contractors:

Scope

Contractor

_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE 3
TIME OF PERFORMANCE

The services of the Contractor are to commence on _____ and shall be completed by _____. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of **Fifty Dollars (\$50.00)** for each day the work is not substantially completed after _____ unless an extension is granted by the Owner. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

ARTICLE 4
CONTRACT PRICE

In consideration of the terms and obligations of this Contract, the Owner agrees to pay the Contractor _____. The Contract Sum is based upon the following alternates, which are described in the Contract Documents and are hereby accepted by the Owner:

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

#1 _____
 #2 _____
 #3 _____

ARTICLE 5 PROGRESS PAYMENTS

The Contractor agrees that the total contract price shall be paid in one or more progress payments based upon the value of the work satisfactorily completed at the time the progress payment is made. Such progress payments shall be disbursed on a monthly basis, after inspection and approval of the work by the Owner and the Augusta Housing and Community Development Department, or its duly authorized representative, less a retainage of 10% of the price of the work completed. Prior to receiving any progress payment, the Contractor shall furnish the Owner with Application and Certificate for Payment Owed To Date, for the materials and labor procured under this Contract. Upon completion of the whole Contract and acceptance of the work by the Owner and the Augusta Housing and Community Development Department, and compliance by the Contractor with all Contract terms, the amount due the Contractor shall be paid including any retainage. The Owner and the Augusta Housing and Community Development Department shall approve a final disbursement of all amounts withheld from prior disbursements upon the completion of the construction of the Project as evidenced by the final approval by all code agencies and a field inspection by the Augusta Housing and Community Development Department. The Augusta Housing and Community Development Department and the Owner may withhold from such disbursement up to two hundred percent (200%) of any amounts required to complete the scheduled value of "punch list" items so-called, and seasonal work such as landscaping.

ARTICLE 6 CONTRACTOR AFFIDAVIT

Prior to each payment by the OWNER, the CONTRACTOR shall affirm in writing that there are no liens or claims filed against the CONTRACTOR or Owner related to materials, labor or services supplied on this or any other project in which the CONTRACTOR was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.

Final payment shall be made within fourteen (14) days after the request for payment by the CONTRACTOR, provided that the Work of the Contract be then satisfactorily performed, subject to the provisions of the Contract Documents, and further subject to receipt by the OWNER of the same Affirmation relative to existing liens or claims against the CONTRACTOR as set forth above. Upon such final payment, the CONTRACTOR shall provide to the OWNER a Final Release of Lien stating that the CONTRACTOR has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

ARTICLE 7
OWNER'S REPRESENTATIVES/LENDER'S AGENTS

The Owner's Representative shall be _____.

The Owner's Representative will provide administration of this Contract during construction and throughout the warranty period.

The Owner's Representative will visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract Documents.

Based on the Owner's Representative evaluation of Contractor's invoices for payment, the Owner's Representative will determine the amounts owing to the Contractor.

The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.

If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner's Representative, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 8
CHANGES IN THE WORK

After this agreement is executed by the Owner, any changes to the scope of Work, budget or time schedule must be agreed upon in writing by the Owner and Contractor and approved by the lender's representatives.

ARTICLE 9
FINES

The Contractor is fully responsible for the means and methods of executing the scope of work. The Contractor is specially trained in lead-safe work practices and lead hazard reduction and therefore agrees to hold the owner and the agency harmless in the event of any fines from federal or local agencies concerning the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

**ARTICLE 10
TERMINATION OF AGREEMENT**

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement may be terminated by the Owner upon at least seven days written notice to the Contractor in the event the project is permanently abandoned.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date.

**ARTICLE 11
ARBITRATION**

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Owner, the Owner's Representative, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the Augusta Housing and Community Development Department Director. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

**ARTICLE 12
ASSIGNMENT OF CONTRACT**

This agreement may not be assigned to any other Contractor or Agent of Contractor without the written approval of the Owner and the Augusta Housing and Community Development Department.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

Curry Home Improvement

Name of Contractor

Contractor's Representative – Title

Signature of Contractor

OWNER

Name of Homeowner

Signature of Owner

WITNESS: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

Approved as to form:

 Augusta, GA Law Department
 Date: _____

By: _____
Hardie Davis
As its Mayor
Date: _____

By: _____
Odie Donald, II
As its Administrator
Date: _____

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

SEAL

 Lena Bonner
 As its Clerk



Administrative Services Committee Meeting
7/14/2021 1:20 PM
HCD_ Rehabilitation Program Approval Request

Department: HCD

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

Caption: Motion to **approve** four (4) Rehabilitation projects.

Background: The Homeowner-Occupied Emergency Rehabilitation Programs provide a mechanism for eligible homeowners to bring their home into compliance with local codes and provide safe, decent housing for lower-income individuals. Home Owner occupied Rehabilitation – Full rehab to include rehabbing of floors, bathrooms, counter tops, cabinets, etc... The Home Owner Occupied Rehabilitation Program is designed to bring the eligible homeowner's dwelling into compliance with applicable, locally adopted housing rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable owner-occupied housing. Federal funding for these activities is provided to Augusta, GA through the Community Development Block Grant (CDBG) Program and the Home Investment Partnership Program (HOME). This request will provide four (4) homeowners with funding for the following address: 1.

Contractor:	Blount's Complete		
Home	Project Address:	4224 Cap Chat	
Drive	Amount:		
\$17,550	2.	Contractor:	
	Legacy 4 Construction	Project Address:	
	1133 Roselle Street	Amount:	
	\$42,000.00	3.	Contractor:
	Blount's Complete Home	Project	
Address:	2020 Edgar Street		
Amount:	\$34,300.00	4.	Contractor:
	Legacy 4 Construction	Project	
Address:	1308 Eleventh Street		
Amount:	\$38,500.00		

Analysis: The approval of this request will allow four (4) homeowners to obtain compliant, decent, and safe housing.

Financial Impact: The City receives funding from the US Housing and Urban Development Department (HUD) on an annual basis. Total amount requested - \$ 132,350.00 .

Alternatives: Do not approve HCDs Request.

Recommendation: Motion to approve four (4) Rehabilitation projects.

Funds are Available in the Following Accounts: U.S. Department of Housing and Urban Development (HUD)
Funds: a) CDBG -221073210-5225110

REVIEWED AND APPROVED BY:

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



Administrative Services Committee Meeting

7/14/2021 1:20 PM

HCD_ Request to Receive Update on the Emergency Rental Assistance Program

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff and Brittany Burnett, President / CEO of United Way of the CSRA
Caption:	Motion to Receive as Information an update from Housing and Community Development and United Way of the CSRA on the Emergency Rental Assistance Program.
Background:	With funds made available through the U.S. Department of Treasury in the American Rescue Plan, Augusta, Georgia was awarded \$6,095,961 to provide rental and utility arrearage payments on behalf of local residents who are at 80 % of the Area Median Income and below. This resource, known as Emergency Rental Assistance in the authorizing legislation, allowed the opportunity for eligible residents to receive assistance with up to 12 months of past due rent and/or utility payments to ensure that they are able to maintain stable housing. Augusta, Georgia has partnered with United Way of the CSRA to implement this assistance program, referred to as “Sigh of Relief” through United Way of the CSRA’s 2-1-1 infrastructure.
Analysis:	The update from HCD and UWCSRA is to inform the Commission of the current status of the ERA Program.
Financial Impact:	This update does not have any financial impacts for Augusta, Georgia.
Alternatives:	Do not receive as Information an update from Housing and Community Development and United Way of the CSRA on the Emergency Rental Assistance Program
Recommendation:	Motion to Receive as Information an update from Housing and Community Development and United Way of the CSRA on the Emergency Rental Assistance Program

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

U.S. Department of Treasury Emergency Rental Assistance
Funding (no financial request related to this item ERA1). Org
key: 221073226

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



June 3, 2021

Augusta Ga Human Resources Department

Adding and Improving Augusta employee incentive programs

Problem Statement

In a recent employee survey 21.45% disagree that employees receive recognition and application for their abilities, efficiency and good work done. The current Employee Incentive awards program has not been reviewed since 2011. Our current programs are Years of Service, Employee of the Month, Employee of the Year and Retirement Recognition. The employee incentive awards program doesn't provide low to no cost programs or additional morale boosting opportunities or fun activities for employees.

Proposed solution

FY2022 should build on what we currently have with additional programs of perks, rewards and fun activities. Human Resources has a list of 16 employee incentive programs that would be a great addition to what we currently have. Augusta Perks, Communal Work Space- Outdoor Atrium, Safety Awards, Attendance Awards, Employee Appreciation Week, Company Picnic, Summer sports tournaments, Bring your child to work Day (April 22) National Holiday, Augusta Apparel shop, Volunteer Leave (48 hours year), Purchasing Power Program-(Buy now Pay later) <https://www.purchasingpower.com/how-it-works> End of year Employee Bonuses.

Note: Human Resources is not recommending all 16 programs but, a combination of low cost and fun activities that would add value long term.

Value

With additional employee incentive programs, it has been proven nationally that behavior and attitude change with employees. Upgrading our incentive programs boost productivity, reduce absenteeism, increase employee retention and builds trust within the organization.

Recommendation

Safety Awards (Risk Management)

Company Picnic

Purchasing Power Program-(Buy now Pay later)

Volunteer (Participation in the community) Leave Incentive (48 hours year)

Augusta Perks (Discounts from businesses in Augusta and the CSRA)

Employee Appreciation Week

Communal Work Space (Outdoor Atrium)



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Employee Incentive Program**

Department: Human Resources

Presenter: Director Anita Rookard

Caption: Employee Incentive Program.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Executive Recruitment Firm Summary

FGP International: For over 35 years, Find Great People (FGP) has been a nationally recognized executive recruitment firm with a talent platform inclusive of C-level search, management recruitment and talent consulting including proven capabilities in the government, philanthropic, non-profit, P3, and higher education search space. Headquartered in Greenville, SC, with satellite offices in Columbia, SC and Nashville, TN, FGP works across the country with clients ranging from public companies, and high growth, privately held businesses to academic institutions, non-profit organizations and government entities in 44 states.

Executive Searches for City/County Administrators or Managers include:

- **City of Greenville, South Carolina**
City Manager Director of Economic Development
- **City of Sandy Springs, Georgia**
City Manager
- **Richland County of South Carolina**
County Administrator, Deputy Director of Utilities
- **County of Lexington, South Carolina**
Fire Chief, Director of Procurement
- **City of North Augusta, South Carolina**
Director of Planning and Development, Human Resources Manager
- **Aiken County, South Carolina**
Director of Planning and Development, Human Resources Director

Although awards don't define an organization, we are fortunate to have been recognized by Forbes in the client nominated list of America's Best Executive Recruitment Firms (#73 of 200), one of the 100 largest privately held companies in the SC 100 (three years),

- **Consulting Team: Steven K. Straus, Ph.D., Heather A. Lee, Ph.D., Thomas M. Moss, MPA, Korrel Kanoy, Ph.D.** Steve Straus has been a long-time member and frequent presenter with the NC City and County Managers Association. For 26 years he has taught in the Masters of Public Administrative Programs at NC State University and UNC Chapel Hill and has served on the faculty at the School of Government at UNC-Chapel Hill. He has published in the leading public sector journals.

Project Methodology:

- **Conduct job and organizational analyses.**
- **Build a candidate profile and post written job advertisements** in leading professional journals, newspapers, and websites.
- **Conduct targeted recruitment of leading candidates.**
- **Conduct initial (first) level screen** of candidate applications/resumes.

- **Conduct second level screening** Video interviews
- Emotional Intelligence (EQi) testing
- Electronic survey questions (short essays on accomplishments)
-
- **Design hiring process**
- **Recruit assessors** to evaluate the candidates
- **Conduct selection exercises** to evaluate the (up to 5) finalists
- **Facilitate final evaluation process by assisting the Mayor and Commissioners in developing final evaluation strategies and structuring the panel interviews:**
- **Facilitate thorough background investigations**
- **Provide executive coaching to the successful candidate**

Developmental Associates, our approach has three goals with respect to recruitment, screening, and selection. Developmental Associates uses multiple recruitment methods including targeting individuals, placing ads in leading professional websites and journals, relying extensively on social media, and connecting with our national network through NEOGOV – the leading public sector technology solution for recruitment and selection in the United States.

Fee Structure:



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Executive Recruitment Summary**

Department: Human Resources

Presenter: Director Anita Rookard

Caption: Executive Recruitment Summary Draft.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

ANTI-BULLYING POLICY

Purpose

The purpose of this policy is to communicate to all employees that Augusta, Georgia, fosters a productive and respectful workplace environment where all forms of harassment, including workplace bullying, are prohibited. Augusta, Georgia, strives to promote a healthy and congenial workplace environment.

Definitions

Under this policy, “**workplace bullying**” is defined as persistent, malicious, deliberate, and severe mistreatment that harms, intimidates, offends, degrades, or humiliates an employee in the workplace. Workplace bullying may manifest as one or more of the following behaviors:

- 1) abusive conduct;
- 2) threatening or intimidating behavior (verbal or physical);
- 3) humiliating or embarrassing behavior (verbal or physical);
- 4) work interference or sabotage that impedes work performance or prevents work from being completed or performed;
- 5) exploitation of a known psychological or physical vulnerability; and
- 6) workplace violence.

“Abusive conduct” – employee acts and/or omissions that a reasonable person would find hostile, based on the severity, nature, and frequency of the employee’s conduct, including, but not limited to: repeated infliction of verbal abuse such as the use of derogatory remarks, insults and epithets; verbal or physical conduct of a threatening, intimidating or humiliating nature; the sabotage or undermining of employee’s work performance; or attempts to exploit an employee’s known physical vulnerability. A single act normally shall not constitute abusive conduct, but an especially severe and egregious act may meet this standard.

“Assault” – to attack someone physically or verbally, causing bodily or emotional injury, pain and/or distress. This might involve the use of a weapon, and includes actions such as hitting, punching, pushing, poking, or kicking.

“Intimidating behavior” – threats or other conduct that in any way create a hostile environment, impair departmental operations, or frighten, alarm, or inhibit others. Verbal intimidation may include making false statements that are malicious, disparaging, derogatory, disrespectful, abusive, or rude.

“Threat” – any oral or written expression or gesture that would be interpreted by a reasonable person as conveying intent to cause physical harm to persons or property.

“Workplace violence” – any action, whether verbal, written, or physical aggression, that is intended to control, cause, or is capable of causing injury to oneself or other, emotional harm, or damage to property.

Specific examples of workplace bullying may include, but are not limited to, the following:

- Repeated infliction of verbal abuse, such as personal insults, epithets, and obscene, verbal gestures;
- Conduct that a reasonable person would find hostile, offensive, and unrelated to the employer’s legitimate business interests;
- Physical assault or threats of physical assault;
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual’s property (defacing or marking up property).

Reporting

Individuals who believe they have experienced conduct that violates this policy, or who have concerns about such matters, should report their complaints verbally or in writing to his or her supervisor, the Human Resources Director or a Deputy Administrator. Individuals should not feel obligated to report their complaints to their immediate supervisor first before bringing the matter to the attention of one of the other designated individuals identified above.

Disciplinary Action

Violation of this policy may result in discipline, including termination, and may require the employee to be immediately removed from the workplace. Any violation of this policy that rises to the level of a criminal act shall be turned over to the proper law enforcement agency. Individuals who are found to have used this policy to make false allegations against other employees or persons may be disciplined and/or terminated.



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Anti Bullying Policy**

Department: HR Department

Presenter: Anita Rookard

Caption: Proposed Anti-Bullying Policy.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



SEXUAL HARASSMENT POLICY

I. POLICY STATEMENT

This Policy Statement is intended to prohibit and prevent sexual harassment in the workplace of Augusta, Georgia and to promptly eliminate harassment when it occurs.

II. SCOPE

This Policy Statement applies to all Augusta, Georgia employees.

III. DEFINITIONS:

A. In accordance with Title VII of the Civil Rights Act of 1964, as amended, Sexual Harassment is a form of prohibited harassment. Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex. For example, it is illegal to harass a woman by making offensive remarks about a person's sex. Augusta, Georgia's policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature or whether the individual engaged in harassment and the individual being harassed are the same sex. Unwelcome conduct based on sex (whether or not it is sexual in nature) constitutes harassment when:

1. Submission to such conduct is either an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct is used as a basis for making employment decisions; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, offensive, or hostile environment.

B. In addition to the obvious forms of sexual harassment, a wide range of unwelcome subtle behaviors have been found to constitute sexual harassment because these behaviors could create a hostile or offensive work environment. These include but are not limited:

1. Sexual teasing and innuendo
2. Making propositions
3. Jokes of a sexual nature
4. Indecent or vulgar remarks/winking/whistling
5. Staring/ogling that causes humiliation
6. Posting sexual oriented pictures, cartoons, or other visual materials that may be viewed as offensive
7. Making sexual gestures with hands or body movements

Employees assigned by their Department Heads and/or supervisors to represent Augusta, Georgia by handling city social media accounts or speaking on behalf of the government should adhere to the following:

1. Employees are expected to act carefully and responsibly to protect the image, reputation and sensitive information of Augusta, Georgia.
2. Employees are prohibited from making declarations or promises towards customers and stakeholders.
3. Employees are expected to observe laws on proper copyright, trademarks, plagiarism and fair use when posting online.
Employees shall inform Augusta, Georgia's Public Information Officer prior to posting any major-impact content.
4. Employees are prohibited from posting discriminatory, offensive or libelous content and commentary.
5. Employees are expected to correct and/or remove all misleading or false content immediately.
6. Employees are free to disclose their affiliation with Augusta, Georgia provided disclaimers are set releasing Augusta, Georgia from any intellectual investment in the posting.
7. Employees must have permission from a supervisor before recording and/or posting video and/or audio social media content.

For Augusta, Georgia social media, the Following forms of content are prohibited and are subject to immediate removal:

1. Profane language or content;
2. Content that promotes, fosters or perpetuates discrimination of protected classes;
3. Sexual harassment content;
4. Solicitations of commerce or advertisements including promotion or endorsement;
5. Promotion or endorsement of political issues, groups or individuals;
6. Conduct or encouragement of illegal activity;
7. Information that may tend to compromise the safety or security of the public or public systems;
8. Content intended to defame any person, group or organization;
9. Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement;
10. Making or publishing of false, vicious or malicious statements concerning any employee, Augusta, Georgia or its operations;
11. Violent or threatening content;
12. Disclosure of confidential, sensitive or proprietary information;
13. Advocating for alteration of hours, wages, and terms and conditions of employment at Augusta, Georgia.



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Sexual Harassment Policy.**

Department: ARC Human Resources Department

Presenter: Director Anita Rookard

Caption: Sexual Harassment Policy.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Social Media Policy

1.0 POLICY STATEMENT

This policy provides a framework for using social media. Augusta, Georgia endorses the secure use of social media technology to enhance communication, collaboration and information exchange; streamline processes; and foster productivity improvements. However, their application must not compromise data confidentiality and integrity. The same standards of conduct, principles and guidelines that apply to Augusta employees in the performance of their assigned duties apply to employee social media technology use. This document establishes social media use policies, protocols and procedures intended to mitigate associated risks from use of this technology where possible.

A. Scope

This policy applies to all employees under the authority of the Augusta, Georgia Commission.

B. Policy Elements

"Social media" refers to a variety of online communities like blogs, social networks, chat rooms, snapchats, instagrams and forums.

Social media is defined as the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or groups can create, organize, edit or comment on, combine, and share content. Social media uses many technologies and forms, including social-networking, blogs, wikis, photo-sharing, video-sharing, podcast, social bookmarking, mash-ups, widgets, virtual worlds, microblogs, Really Simple Syndication (RSS) and more. Not all forms of social media may be appropriate for use by all departments.

The use of personal social media at work and the representation of the employer through social media are distinguished in this policy.

C. Using personal social media while at work

Employees are only permitted to access their personal social media accounts at work while on approved break-time. Each respective Department Head can direct their staff not to utilize their personal social media accounts at work at their discretion.

When using personal social media Augusta, Georgia employees must:

1. Ensure others know that personal account or statements do not represent Augusta, Georgia.
2. Employees should not state or imply that their personal opinions and content are authorized or endorsed by Augusta, Georgia.
3. Use a disclaimer stating, "opinions are my own" to avoid misunderstandings.
4. Avoid sharing Augusta, Georgia intellectual property like trademarks on a personal account without approval.
5. Avoid all defamatory, offensive or derogatory content directed towards employees, clients or partners of Augusta, Georgia.
6. Avoid taking/posting photos and/or making/posting video or audio recordings of others while on Augusta, Georgia property without the consent of such persons.
7. Avoid using social media in any way that violates any of Augusta, Georgia policies or procedures.

D. Representing Augusta, Georgia on Augusta, Georgia social media

Employees assigned by their Department Heads and/or supervisors to represent Augusta, Georgia by handling city social media accounts or speaking on behalf of the government should adhere to the following:

1. Employees are expected to act carefully and responsibly to protect the image, reputation and sensitive information of Augusta, Georgia.
2. Employees are prohibited from making declarations or promises towards customers and stakeholders.
3. Employees are expected to observe laws on proper copyright, trademarks, plagiarism and fair use when posting online.
Employees shall inform Augusta, Georgia's Public Information Officer prior to posting any major-impact content.
4. Employees are prohibited from posting discriminatory, offensive or libelous content and commentary.
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7. Employees must have permission from a supervisor before recording and/or posting video and/or audio social media content.

For Augusta, Georgia social media, the Following forms of content are prohibited and are subject to immediate removal:

1. Profane language or content;
2. Content that promotes, fosters or perpetuates discrimination of protected classes;
3. Sexual harassment content;
4. Solicitations of commerce or advertisements including promotion or endorsement;
5. Promotion or endorsement of political issues, groups or individuals;
6. Conduct or encouragement of illegal activity;
7. Information that may tend to compromise the safety or security of the public or public systems;
8. Content intended to defame any person, group or organization;
9. Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement;
10. Making or publishing of false, vicious or malicious statements concerning any employee, Augusta, Georgia or its operations;
11. Violent or threatening content;
12. Disclosure of confidential, sensitive or proprietary information;
13. Advocating for alteration of hours, wages, and terms and conditions of employment at Augusta, Georgia.



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Social Media Policy**

Department: Human Resources Department

Presenter: Director Anita Rookard

Caption: Social Media Policy.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

SUBSTANCE ABUSE 8.0

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1.0 POLICY SUMMARY

Augusta Georgia is committed to providing its employees and citizens with a workplace and facilities that are free from alcohol and controlled substances or individuals who are under the influence of alcohol or controlled substances.

2.0 POLICY STATEMENT:

It is the policy of Augusta, Georgia to maintain a workforce, workplace and its facilities free from the abuse of or illegal use, possession or distribution of alcohol or of controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 United States Code section 812 and by regulation at 21 Code of Federal Regulations, section 1308. Unlawful manufacture, distribution, dispensing, possession, use or sale of alcohol or of controlled substances by Augusta, Georgia employees in the workplace, during working hours, while on Augusta, Georgia business, at Augusta, Georgia official functions or on Augusta, Georgia premises is prohibited. In addition, employees may not use illegal substances or abuse legal substances in a manner that impairs their work performance or impairs the public's trust in the employee's ability to carry out his job responsibilities.

Augusta, Georgia recognizes that dependency on alcohol or other substances is a treatable condition and offers programs and services for employees with substance and dependency problems. Employees are encouraged to seek assistance, as appropriate, from Risk Management, EAP, or through a referral. Information regarding an employee obtained through such programs or services will be treated as confidential in accordance with Federal and State laws.

Augusta, Georgia regards violations of this Policy as a serious matter that will not be tolerated. Employees who violate this Policy will be subject to disciplinary action, consistent with job requirements, up to and including discharge, and may be required as a condition of continued employment, or eligibility for future employment, at the discretion of Augusta, Georgia, to participate satisfactorily in an Employee Assistance Program.

3.0 COMPLIANCE RESPONSIBILITIES

Risk Management is responsible for this policy and has the authority to implement the policy. Risk Management may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

I Risk Management may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator.

5.0 APPLICABILITY

This policy applies to all employees under the authority of Augusta Georgia.

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CHAPTER IX.

SUBSTANCE ABUSE

A. GENERAL

Section 900.001 Purpose

- A. In recognition of the continued and growing problem of substance abuse, it is the policy of the Augusta, Georgia to take all reasonable measures to assure that drug and/or alcohol use by employees does not jeopardize the safety of its operations or otherwise adversely affect Augusta, Georgia employees, the community, or the public's trust in its ability to carry out its responsibilities.
- B. Augusta, Georgia cannot and will not tolerate lapses in employee's ability to operate safely and productively.
- C. The employees' cooperation with and adherence to Augusta, Georgia's policies and procedures regarding substance abuse are conditions of their continued employment. If an employee violates or is insubordinate by refusing to cooperate with any of these policies and procedures, the employee is subject to disciplinary action.
- D. This document contains information and procedures used to facilitate the Augusta, Georgia Substance Abuse Policy. The use of the term "Augusta", in this document, refers to the Augusta, Georgia government. Augusta, Georgia will make a public announcement of this Policy. Employee training will be undertaken to ensure that each individual employee understands the Policy's requirements and his or her obligation to cooperate fully in the testing program.
- E. All references within this document to regulations, processes and procedures are available to any employee for review in the Risk Management Office located in Suite 920, Municipal Building, 535 Telfair Street, Augusta, Georgia 30901.
- F. PRESCRIPT NOTE: Federal law requires testing of certain employees within transit systems and holders of Commercial Drivers Licenses (49 CFR Parts 40 & 655). The testing requirements and procedures for these employees may be different than for employees tested under authority of Augusta, Georgia. Where a requirement differs as to regular and transit or CDL employees, such difference will be noted. From time to time Federal and State will update/revise their respective regulations. When such

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- (including a single vehicle accident). For the purposes of this definition, disabling damage means damage, which precludes departure of the vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that make them inoperative;
- d. (URBAN Transit Employees): A vehicular accident in which the performance of the Transit Employee or CDL Holder could have contributed to the accident, as determined by management using the best information on hand at the time of the determination; and/or
 - e. A vehicular accident in which any individual suffers a bodily injury and is immediately transported away from the scene of the accident for medical treatment.
- B. Adulterated specimen. A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
 - C. Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.
 - D. Canceled Test. A drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither a positive nor a negative.
 - E. Contractor. A person or organization(s) providing a service for Augusta, Georgia or its subordinate departments, divisions, sections or agencies under a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.
 - F. Controlled Substances. For the purposes of this Policy, see definition of "Drugs" below.
 - G. Designated Employer Representative (DER). An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in drug testing. The DER also receives drug test results and other communications for the employer. For the purpose of this policy, the Designated Employer Representative (DER) is the Risk Management Manager. In the absence of the Risk Management Manager, it shall be the Risk Management Program Coordinator. This also meets the requirements of 49 CFR Parts 40 and 655.
 - H. Department of Transportation (DOT): Department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carrier's Safety Administration, Federal Aviation Association and Special Programs, and the Office of the Secretary of Transportation.
 - I. Direct Observation Collection: Procedure is the same as a routine collection procedure with the additional requirement that an observer of the same gender as the individual

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- beverage concessions sold to the public at events, requiring on-going compliance for health standard;
13. Operators of heavy equipment or construction type equipment, without regard to whether a CDL license is required;
 14. Employees who operate Augusta, Georgia vehicles for which a Commercial Drivers' License (CDL) is required while performing safety-sensitive functions, as defined as:
 - a. While on duty, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
 - b. While on duty inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSR's), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - c. While on duty at the driving controls of a commercial motor vehicle;
 - d. While on duty, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth).
 - e. While on duty and loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
 - f. While on duty performing the driving requirements associated with an accident;
 - g. While on duty repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle;
 15. Employees who service or repair Augusta, Georgia vehicles;
 16. Control room operators, utilities department;
 17. First line supervisors of anyone listed above if their job duties require they perform the listed functions;
 18. Employees of the Transit Department performing safety-sensitive functions ("Transit Employees"). Such functions include:
 - a. Operation of a revenue service vehicle, including when not in revenue service;
 - b. Operation of a non-revenue service vehicle, when required to be operated by a holder of Commercial Driver's license;
 - c. Control of dispatch or movement of a revenue service vehicle, Maintenance of revenue service vehicles or equipment used in revenue service;
 - d. First line supervisor of anyone listed above are also defined as "Transit Employees" and are subject to testing under this Policy if the position requires the employee to perform any of the duties listed above
 19. Carrying a firearm for security purposes;
 20. Employees of animal control who have access to and /or administer controlled substances, which are stored on the premise;
 21. Security Officers both full-time and part-time responsible for buildings, courts and airport security.
 22. Employees who are required to operate an Augusta motor vehicle in order to perform their required duties,

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- C. All employees are prohibited from consuming alcohol for four (4) hours prior to reporting for duty and for eight hours after an accident, or until he/she has been tested pursuant to this Policy. This prohibition applies equally to Transit Employees and CDL Holders by virtue of federal regulations.
- D. All employees who are on an on-call work status will not consume alcohol while on-call status.

Section 900.006 Consequences for Violations

Augusta, Georgia has a "Zero Tolerance" position with respect to illegal substances. Employees found to be in violation of the "Zero Tolerance" position will be terminated immediately.

- A. The following violations will result in an employee being terminated in accordance with Augusta's "Zero Tolerance" policy:
 1. Employees who have drug test results confirmed by the Medical Review Officer a positive for a prohibitive substance.
 2. Employees who have a confirmed alcohol content of .04 or above while on duty, confirmed by an evidentiary breath testing device or blood alcohol content.
 3. Employees who refuse to test under the provisions of this policy.
 4. Employees who adulterate or substitute their specimens and reported by GC/MS and confirmed by the MRO.
- B. CONSEQUENCES FOR OTHER VIOLATIONS :
 1. Employees whose blood alcohol content is between .02 to .039 will be removed from duty for a minimum of 8 hours and will receive appropriate disciplinary action appropriate to the "Progressive discipline" policy provisions.
 2. Negative Dilute when reported by the MRO will require a second test under direct observation.

Section 900.007 Notification Requirements

- A. When an employee is prescribed a drug whose use may affect their job performance, that employee must immediately notify the supervisor of the prescription. For example, if an employee's prescription drug label reads that the user should not operate a car or machinery while taking the drug or that the drug causes drowsiness, and the employee operates a car or machinery in the course of employment, or if the employee is a safety-sensitive employee, that employee must notify his or her supervisor of the prescription prior to coming on duty.
- B. An employee who is not on-call status, but is called during non-working hours and who has been drinking alcohol must inform the caller that the employee has been consuming alcohol and cannot respond to the request. No disciplinary action will be taken against the employee for not responding when the employee is not on-call.

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4. If the MRO finds that a valid medical reason explains the positive result, the MRO will report the test results to Risk Management as negative.
 5. If the MRO is unable to find a valid medical reason for a positive result, the positive result will be reported to the Designated Employer Representative as positive.
 6. As a qualified medical professional, the MRO's medical judgment cannot be overturned by an arbitrator, employer, or anyone else in the testing program (in accordance with Federal Regulations - 40.149)
- C. Risk Management. For all employees other than Transit Employees and CDL Holders, Risk Management receives positive reports from the laboratory and forwards those reports to the MRO. (Reports for Transit Employees and CDL Holders are forwarded from the laboratory directly to the MRO, as outlined in the Medical Review Officer section above.
1. Risk Management is informed of a confirmed positive test result by the MRO: the Risk Manager (DER) will immediately contact the department of such results and have the employee immediately removed from duty.
 2. In accordance with Augusta's "Zero Tolerance" policy, a confirmed positive test result for an illegal substance results in immediate termination from employment for a violation of this policy.
- D. Department Management. Upon notification by Risk Management that an employee has tested positive for an illegal substance. Department management will immediately remove the employee from duty.
- E. Human Resources Department. Upon notification by Risk Management that an employee has tested positive for an illegal substance. The Human Resources Director will notify the employee that he/she has been terminated in accordance with Augusta's "Zero Tolerance" position and will notify the employee of their appeal rights as contained in Section 300.014 and provide employee with a list of substance abuse programs.

Positive Alcohol Tests

1. An employee with a confirmed blood-alcohol level of 0.04 or higher is in violation of this Policy. Actions in Department Manager section above will apply.
2. Employees who are found to have an alcohol concentration of 0.02 or greater but less than 0.04 will not be permitted to perform the job duties until: The employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Section 900.010 Split Sample Testing.

- A. REQUEST FOR TESTING OF SPLIT SAMPLE. In accordance with federal and state regulations for Transit employees, CDL holders, and Augusta, Georgia authority for all other employees, urine drug tests shall be according to the split sample method, whereby the sample provided is divided into two bottles. Upon being notified of a positive test result by the MRO, the employee may request that the split sample be tested. This request must be made within 72 hours of the MRO's notification. Requests made after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. Testing of the split sample will be according to federal regulations.

- complete the program will result in immediate termination.
3. The Administrator shall consider the following factors when considering a request for an Early Rehire Exception:
- a. The length of time Employee has been employed by Augusta, Georgia;
 - b. Employee's disciplinary history;
 - c. Recommendation of department director where Employee was employed at the time of his or her termination.
- E. Any employee re-hired after being terminated (or resigning) for a violation of this policy is subject to additional random and non-random drug testing for a period of one year following their rehire date as provided in Section 900.202(E)(2) and is treated as a probationary employee for three years pursuant to Section 900.202(E)(1).
- G. Any employee terminated for "test refusal" as defined by Section 900.004(S) shall not be eligible for rehire.
- H. Any employee rehired under this section will not be authorized to operate a motor vehicle or to operate heavy equipment until they have completed the testing period designated in Section 900.012(F)

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Section 900.013 Alcohol Testing of Transit Employees and CDL Holders

- A. Federal regulations stipulate specific criteria to be applied when Transit Employees and CDL Holders are tested for alcohol. Those regulations provide, in part, that:
1. Alcohol tests will only be conducted just before, during or just after the performance of safety sensitive job functions.
 2. Alcohol testing will be conducted if the employee is injured, from a job related activity (on the-job injury) and medical treatment is provided to the employee.
 3. Transit employee or CDL Holder with a blood-alcohol level of .04 or higher is in violation of federal regulations and this Policy. Such employee will be immediately removed from his or her safety-sensitive duties and will be terminated. As part of this process, the employee will be advised of programs available for rehabilitation, if applicable.
 4. Transit Employees or CDL Holder found to have an alcohol concentration of 0.02 or greater but less than 0.04 will not be permitted to perform safety sensitive functions until: The employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Section 900.014 Refusal to Submit to Testing

- A. Refusal to submit a urine, breath and/or blood sample when required under this Policy will be considered the same as a positive test result.
- B. Refusal can include:

3. Information may be released to the Department of Labor and appropriate representatives of Augusta, Georgia in the event an employee discharged for violations of this Policy applies for and/or appeals a denial of unemployment compensation;
4. Information may be released pursuant to an order from a court of competent jurisdiction or other tribunal;
5. Information may be released to the Equal Employment Opportunity Office or the Human Relations Commission if requested in connection with any inquiry or investigation by either such body; and
6. Information may be released to those persons or bodies hearing any appeal by an employee of any action taken pursuant to this Policy.

C. Release of Information as to Transit Employees or CDL Holder:

1. Augusta, Georgia shall release information regarding a Transit Employee or CDL Holder record as directed by specific written consent from the employee authorizing release of the information to an identified person.
2. Transit Employee or CDL Holder is entitled, upon written request, to obtain copies of any records pertaining to his or her use of a prohibited substance, including any records pertaining to test results.
3. Augusta, Georgia may disclose information that is required to be maintained to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested.
4. When requested by the National Transportation Safety Board as part of an accident investigation, Augusta, Georgia shall disclose information related to its administration of drug and alcohol tests following the accident.
5. Records shall be made available to subsequent employers upon receipt of written request from the Employee.
6. Augusta, Georgia shall disclose data for its drug and alcohol testing program and any other information pertaining to its anti-drug program, when requested by the Secretary of Transportation or any Department of Transportation agency with regulatory authority over the Augusta, Georgia transit system or Federal Highway Administration - DOT.

Section 900.016 Contractors

- A. Persons engaged by Augusta, Georgia as independent contractors shall be required to comply with Georgia's Drug-Free Workplace Act, O.C.G.A. sec. 50-24-1 et seq., before they may perform services for Augusta, Georgia. Compliance shall be in the form of certification before beginning services, and documentation of continuing compliance as reasonably requested by Augusta, Georgia.
- B. Contractors who are also providing repair and maintenance services on DOT regulated vehicles are required to also be in compliance with applicable provisions of the DOT/FTA drug and alcohol testing regulations (Title 49 Part 40) if services are more than ad hoc or one time repairs. As long as Augusta, Georgia's population is less than 200,000 this does not apply to contractors doing business with Augusta, Georgia it will only apply if and when the local population exceeds 200,000.

B. Transit Applicant or New Hire and Holders of Commercial Driver's License

1. Submit to a pre-employment substance abuse screening for illegal substances prior to becoming an employee of Augusta, Georgia. Such screening must be completed prior to performing any safety sensitive function.
2. Sign a Substance Abuse Coverage Form (Form SA-2) within 45 days of the first day of work, which form states that the applicant has read, understands and agrees that he/she is subject to this Policy as a condition of employment with Augusta, Georgia. The signed form will be retained in the employee's personnel file.
3. No Form SA-3 (Test Consent Form) is required. This is due to prohibition by the FTA for employee to sign any type of waiver including a consent form.
4. Sign an Information Request Form allowing Augusta, Georgia to submit request on drug testing history from any DOT-regulated employers for whom you have worked within the previous two years. (Form SA-7).
5. If you have failed or refused a DOT drug or alcohol pre-employment test within the previous two years you must provide this information when requested.

Section 900.102 Transfers/Promotions

- A. Any employee who transfers or is promoted into a safety-sensitive position will be drug tested prior to assuming the duties of the position.
- B. Any employee who is promoted or transferred so as to become a Transit Employee or CDL Holder will be drug tested, in accordance with Federal regulations, prior to assuming the duties of that position.

Section 900.103 Return to Duty

A. Regular Employees:

1. Employees who have successfully completed a rehabilitation program will be required to take a drug and/or alcohol test with a negative result prior to returning to work.
2. Employees registering between .02 to .04 (but not including .04) on an alcohol breath-testing device will be tested prior to returning to duty to ensure the blood alcohol content is below .02

- B. Transit Employees or CDL Holders:** Transit Employees or CDL Holders are required to take a pre-employment substance abuse test if they have not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason (exception – if employee has remained in random pool during that time, no pre-employment test is required).

Section 900.104 Post-Accident

A. Regular Employees:

1. Any employee involved in an accident or incident in the course and scope of employment involving a vehicle where there is property damage, injury to the

Use the FOR CAUSE TEST AUTHORIZATION FORM, Form SA-4, found in this Substance Abuse Policy. Fill out items #1, #2 (to include all reasons), #3, and date. Immediately submit to Risk Management for evaluation.

3. Risk Management will determine if approval is testing is appropriate.
 - a. Approval – if the request is approved, the employee in question is to sign the Substance Abuse Consent Form (Form SA-3) PRIOR to being taken for testing. When fully executed, this form is then to be delivered to Risk Management. Employee refusal to sign the SA-3 form will be treated as a refusal to submit under Refusal to Submit to Testing Section of this document.
 - b. Denial – if the request for testing is denied, no further action is to be taken regarding the test or against the employee.
4. ALCOHOL – If the employee is being tested for alcohol:
 - a. The employee is to be taken to the designated collection site by the Director or high ranking supervisor (the fact of testing is to be kept totally confidential).
 - b. If the test result is negative, the employee shall be allowed to return to work.
 - c. If the breath/blood test is confirmed positive, the employee is to be processed through the normal termination process channels.
 - d. Under no circumstances is the employee allowed to operate a vehicle, including his or her personal vehicle. Transportation will be provided to transport the individual directly to his or her residence if a family member is not available. This will be arranged through Risk Management and/or the effected department.
5. OTHER DRUGS – If the employee is being tested for drugs other than alcohol:
 - a. The employee is taken by the Director or high ranking supervisor (the fact of testing is to be kept totally confidential) to the designated collection site for testing.
 - b. When the collection process has been completed the employee is NOT allowed to return to work and is placed on administrative leave (leave with pay) pending the outcome of the testing.
 - c. If the test results are negative the employee shall be allowed to return to work.
 - d. If the test results are positive, the employee will be processed through the normal termination process channels.
- C. An illegal substance screening which shows that a specimen may have been diluted, tampered with, or substituted will be considered reasonable suspicion for additional for-cause testing.
- D. The number of employees requested to participate in a for-cause screening based on a workplace incident may range from a single individual to all personnel who were involved in the incident or had access to the work area in which the incident occurred.
- E. To initiate a for-cause screening, the appropriate Department Head will use the For-Cause Test Authorization Form (SA-4) attached as Appendix 4.

Section 900.106 Random Testing Program

A. General.

1. Employees classified as safety-sensitive are subject to random testing for illegal substances. A safety sensitive employee may be tested up to once per month.

- c. Employee and Collector will initial appropriate steps, as it is completed on Collection Procedures Checklist.
- 3. Notification by Laboratory of Testing Results
 - a. Risk Management is notified directly of all drug test results except those under Federal and DOT Regulations (those results go directly to the designated Medical Review Officer). Notification is done through a dedicated fax machine for drug testing results only.
 - b. Upon receipt of a drug screen showing a positive test result, the Medical Review Officer contacts Risk Management for copy of Chain of Custody. Medical Review Officer contacts employee at work or home (whichever is the most expedient). Also see Section 900.009, Actions Required for Positive Tests.
 - c. Upon questioning employee concerning test results, Medical Review Officer makes official determination of positive or negative test results.
 - d. Medical Review Officer contacts Risk Manager with official results, which are then faxed for documentation purposes.
 - e. Upon receipt of documentation, Risk Management contacts appropriate Department Director of employee. Verbal notification is given with instructions on policy, which is followed up by written notification and instructions. Written notification includes a sample letter for Department Director to use for notification to employee

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C. MISCELLANEOUS

Section 900.201 Training

- A. **NEW EMPLOYEES.** All full-time, regular new employees are required to attend orientation prior to beginning their normal work schedule. The orientation will include a program for Drug Awareness/ Effects of Drug Abuse and a briefing on this Policy.
- B. **TRANSIT EMPLOYEES and CDL HOLDERS.**
 - 1. All Transit Employees and CDL Holders, whether full-time or part-time, are required to attend an orientation prior to performing any safety sensitive function. Orientation will include a program for Drug Awareness/ Effects of Drug Abuse and a briefing on this Policy. Transit Employees and CDL Holders will also be required to attend a one-hour training session on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and on the signs and symptoms, which may indicate, prohibited drug use. An additional hour of training is required regarding alcohol.
 - 2. Supervisors of Transit Employees and CDL Holders who may make reasonable suspicion determinations are required to attend one hour of training on drug abuse and one hour on alcohol abuse.
- B. **ANNUAL TRAINING.** All employees are required to attend a one-hour class on the effects of Drug and Alcohol abuse each year.

Commented [DW14]: Grammar. In this section, "are" replaces previous wording "will be"

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Section 900.202 Rehabilitation Policy

E. Post-Rehabilitation

1. Any employee who successfully completes a rehabilitation program and returns to work will be considered a probationary employee for the next three-year period.
 - a. The classification of "probationary" applies to substance abuse testing only, when used in the context of this Policy. The employee shall be responsible for the costs of such tests.
 - b. An employee's refusal or failure of any such test will cause the employee to be immediately terminated.
2. Prior to returning to work, the employee will be tested for illegal substances and will be tested on an unannounced basis thereafter during the period of probation, said testing not to exceed 12 times each year.

Section 900.204 Forms

- A. Contractor Certificate (FORM SA-1)
- B. Substance Abuse Coverage Form (FORM SA-2)
- C. Test Consent Form (FORM SA-3)(Not for use by Transit/CDL - Fed Regulation)
- D. For Cause Test Authorization Form (FORM SA-4)
- E. Supervisor Referral Form (FORM SA-5)
- F. Collection Site Checklist (FORM SA-6)
- G. Information Request Form (FORM SA-7)(Transit/CDL Pre-Emp)
- H. Alcohol Fact Sheet (FORM SA-8)
- I. Acknowledgement of Receipt of Substance Abuse Policy (FORM SA-9) J. Substance Abuse Index

Commented [DW15]: Forms will be redesigned to reference appropriate sections once they are renumbered

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**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Substance Abuse Policy**

Department: Human Resources Department

Presenter: Anita Rookard

Caption: Substance Abuse Policy.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 6/8/2021

ATTENDANCE:

Present: Hons. Hasan, Chairman; Scott, Vice Chairman; B. Williams, member.

Absent: Hons. Hardie Davis, Jr., Mayor; Frantom, member.

ADMINISTRATIVE SERVICES

1. Motion to approve the purchase of one animal transport truck, at a total cost of \$47,766.00, to Allan Vigil Ford for the Animal Services Department (Bid #21-150). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

2. Motion to approve the purchase of one 15-passenger van, at a total cost of \$37,430.00, to Wade Ford for the Juvenile Court (State Contract – SWC 99999-SPD-ES40199373-0009). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

3. Motion **approve** the purchase of four Dodge Chargers for the Marshal's Office at a total cost of \$130,668.00 from Thomson Motor Centre (Bid 20-242). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

4. Update from the Administrator regarding Blight Ordinance. **(Deferred from May 18 Commission meeting)** **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 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

5. Discuss P card purchases vs credit card purchases and what accountability measures are in place. **(Requested by Commissioner Brandon Garrett)** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to refer the matter of the P card policy and the legislation from 2016 to the Attorney and the Administrator for review and development of a policy. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

6. Request to **authorize** the Administrator's Office to facilitate the development of a strategic plan for the City of Augusta. (Donald/Carl Vinson Institute of Government) **(Requested by Administrator Donald - referred from the May 25 Administrative Services Committee)** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

7. Discuss displaced families. (Requested by Commissioner Ben Hasan)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to authorize Housing & Community Development to work with the Augusta Housing Authority under the direction of the Administrator to work on the issue of identifying housing options for displaced families. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Francine Scott	Passes

8. Motion to approve the minutes of the Administrative Services Committee held on May 25, 2021.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

9. Update regarding the presentation by SLA Labs at the last committee meeting regarding their request for a "letter of support" from the Commission. (Deferred from May 25 Administrative Services Committee)

Item Action:
Rescheduled

Motions

Motion Text	Made By	Seconded By
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**Motion
Type****Motion
Result**

Defer	Motion to refer this item to the full Commission with no recommendation. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes
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10. Discuss the acceptance of Nationwide Group Flexible Purchase Deferred Fixed Indexed Annuity. (Time sensitive) (Requested by HR Director Anita Rookard) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be added to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

11. Award the contract to furnish and install new furnishings for the newly renovated Law Department Building to the lowest responsive bidder, Modern Business Workplace Solutions of Augusta, GA, in the amount of \$147,632.43. (Bid Item #21-171) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be added to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Motion to approve.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes
	Motion Passes 3-0.			

12. Motion to allow Boards, Authorities and Commissions who are not meeting in the Commission Chamber to resume their meetings in person. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	It was the consensus of the committee that this item be added to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve allowing the Boards, Authorities and Commissions who do not regularly use the Commission Chambers to return to in-person meetings effective June 14, 2021. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on June 8, 2021.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
City Job Fair/Grow Project**

Department: Augusta Commission

Presenter: Commissioner Jordan Johnson

Caption: Discuss City Job Fair/Grow Project. **(Requested by Commissioner Jordan Johnson)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
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Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Evictions in Augusta-Richmond County**

Department: Augusta Commission

Presenter: Commissioner Jordan Johnson

Caption: Discuss evictions in Augusta-Richmond County.
(Commissioner Jordan Johnson)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Code Calloway Inc.**

Department:

Presenter:

Caption: Motion to approve donating \$5,000 to Code Calloway Inc. for their 2021 Back to School Festival and to approve the Administrator's Office assigning relevant departments to discuss ways Code Calloway programming can be implemented in city owned community/recreation centers, parks, and appropriate housing and community development projects. (Requested by Mayor Hardie Davis, Jr.)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
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Following
Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Childcare for City Employees**

Department:

Presenter:

Caption: Explore the feasibility of on-site, contracted operation childcare for city employees. (Requested by Mayor Hardie Davis, Jr.)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
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Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Ordinance Amendment**

Department:

Presenter:

Caption: Amend the local small business opportunity program ordinance to allow for the creation of minority, women, veteran, and disability-owned business enterprise goals. (Requested by Mayor Hardie Davis, Jr.)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
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Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
7/14/2021 1:20 PM
Open Records and Credit Card Ordinance**

Department:

Presenter:

Caption: Open Records documents and final DRAFT version of the credit card ordinance, resolution, and user agreement. (Requested by Administrator Odie Donald, II)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
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Accounts:**

REVIEWED AND APPROVED BY:
