



Administrative Services Committee Meeting Commission Chamber - 10/12/2021

ATTENDANCE:

Present: Hons. Hasan, Chairman; Scott, Vice Chairman; Frantom and B. Williams, members.

Absent: Hon. Hardie Davis, Jr., Mayor.

ADMINISTRATIVE SERVICES

- | | |
|---|---------------------------------|
| 1. Report of attendance and recent action(s) of every board and authority under the Augusta Commission. (Requested by Commissioner Catherine McKnight - referred from October 5 Commission meeting) | Item Action:
Approved |
|---|---------------------------------|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve a request to receive in 30 days the attendance records, meeting dates, meeting members and department liaisons, and minutes of the boards, authorities and commissions that are appointed by the Commssion. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Ben Hasan	Passes

- | | |
|--|---------------------------------|
| 2. Motion to approve Housing and Community Development Department's (HCD's) request to approve MOU engagement with Garden City Jazz (GCJ) to provide events in the Laney Walker Bethlehem Community. | 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 additional information about this item be accepted without objection.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Motion to approve with the additional information to be included in next week's agenda book. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Bobby Williams	Passes
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3. Motion to approve Housing and Community Development’s (HCD’s) request to approve MOU engagement with Growing Augusta: Arts, Agriculture & Agency (GA) to promote a Farmer’s Market in South Augusta. **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 additional information about this item be accepted without objection.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Motion to approve with the additional information to be included in next week's agenda book. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Bobby Williams	Passes
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4. Motion to approve RFQ #: 21-169 (Laney Walker/Bethlehem Real Estate Brokerage Services). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Ben Hasan	Passes

5. Motion to approve a resolution requiring masks or face coverings for all Augusta, Georgia public facilities. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Bobby Williams	Passes

6. Motion to approve the minutes of the Administrative Services Committee held on September 29, 2021. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Bobby Williams	Passes

7. Receive an Update on Public Safety & Premium Pay implementation, and consideration to authorize the Administrator to coordinate Augusta's application to the Governor's Public Safety Officials and First Responder Initiative (Administrator). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Bobby Williams	Passes



Administrative Services Committee Meeting
10/12/2021 1:10 PM
Attendance 10/12/21

Department:

Presenter:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Commissioner Catherine Smith-McKnight
Sent: Wednesday, September 29, 2021 1:55 PM
To: Lena Bonner

Me Bonner,

May I please put on the agenda for Tuesday October 5th Commission meeting to discuss the attendance and recent actions of every board authority. Some boards not met in over a year and new appointments have been put on these boards and are wondering why these boards and committees aren't meeting.

Thank you.

Commissioner McKnight

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AED:104.1



Administrative Services Committee Meeting
10/12/2021 1:10 PM
Augusta Commission Boards & Authorities

Department: Augusta Commission

Presenter:

Caption: Report of attendance and recent action(s) of every **board** and **authority** under the Augusta Commission. **(Requested by Commissioner Catherine McKnight - referred from October 5 Commission meeting)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Memorandum of Understanding

Housing & Community Development/Garden City Jazz Partnership

This Memorandum of Understanding (“MOU”) is entered into on the 15 day of September, 2021 by and between the Augusta, GA (c/o) Housing and Community Development Department (HCD), and Garden City Jazz, (GCJ). HCD serves as Augusta, GA’s department liaison for the Laney Walker Bethlehem Revitalization Program. GCJ has consistently presented live music events in the Greater Augusta River Region since 2004, developed partnerships with local municipalities, non-profit organizations, small businesses, international interests, and featured home-grown professional musicians and student groups as well as touring groups.

The above-named parties to this Memorandum of Understanding recognize the importance of facilitating events with Housing & Community Development that entail preserving the heritage of the Laney Walker Bethlehem Community as well as increasing economic development through local businesses.

Part I. Structure and Purpose of Initiative

This local initiative will be known as the Augusta, GA (c/o Housing & Community Development) – Garden City Jazz Partnership Initiative (the "Initiative"). The greater Initiative is designed to facilitate live entertainment and food vendors within the Laney Walker Bethlehem Community.

Part II. Partnership Goals

The goal of the Initiative is to partner with GCJ to provide live entertainment and food vendors which will:

- Bring impactful historical presence to these hallowed neighborhoods,
- Provide a “Homecoming” theme on a Saturday during Fall which will be integral to highlighting the history of Laney Walker/Bethlehem
- Serve as a showcase for small businesses
- Serve as a showcase for local talent, and
- Promote and provide valiant Lead Hazard Reduction Program information.

Part III. Responsibilities of the Parties

It is understood that HCD and GCJ will work together as a team to effectively meet the community’s needs within Laney Walker/Bethlehem. This level of collaboration will require thorough and timely communication between all parties.

The parties will have the following responsibilities:

Housing and Community Development Department
Garden City Jazz

- HCD to work with GCJ to identify additional event locations for future purposes
- GCJ will provide live music entertainment for the event
- HCD to work with GCJ to establish tentative dates for future event
- HCD and GCJ to identify food vendors that will provide food trucks for event
- HCD will secure the initial location for the event at Dyess Park via the Parks and Recreation Dept.
- HCD and GCJ will facilitate the setup and clean-up following the event

Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by both HCD, and GCJ prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Partnership Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD, and GCJ shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.
In Witness Whereof, the parties have set their hands and seals as of the date first written above.

Attest: **Augusta, Georgia**

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

By: _____ Date: _____
Odie Donald, II.
As City Administrator

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

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

Lena Bonner
As its Clerk of Commission

Garden City Jazz

By: _____ Date: _____

Name: _____

Title: _____



Administrative Services Committee Meeting
10/12/2021 1:10 PM
HCD_ Garden City Jazz Partnership MOU Approval Request

Department:	HCD				
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff				
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to approve MOU engagement with Garden City Jazz (GCJ) to provide events in the Laney Walker Bethlehem Community.				
Background:	GCJ has consistently presented live music events in the Greater Augusta River Region since 2004, developed partnerships with local municipalities, non-profit organizations, small businesses, international interests, and featured home-grown professional musicians and student groups as well as touring groups. HCD and GCJ recognize the importance of facilitating events that entail preserving the heritage of the Laney Walker Bethlehem Community as well as increasing economic development opportunities for local small businesses. Address <table><tr><td>Budget</td><td>Project Type</td></tr><tr><td>Dyess Park</td><td>TBD</td></tr></table> Special Event Project 902 James Brown Blvd. Augusta, GA. 30901	Budget	Project Type	Dyess Park	TBD
Budget	Project Type				
Dyess Park	TBD				
Analysis:	Approval of this MOU will allow GCJ to bring live music event (s) and developmental awareness to the Laney Walker/ Bethlehem community.				
Financial Impact:	HCD seeks to commit \$5,000.00 as a capital infusion in support of this initiative.				
Alternatives:	Deny HCD's request.				
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to approve MOU engagement with Garden City Jazz (GCJ) to provide events in the Laney Walker Bethlehem Community				

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

Bond Funds – Total: \$5,000 Other Official/Admin: 297-07-
5220-5211119

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Memorandum of Understanding

Housing & Community Development/Grow Augusta Partnership

This Memorandum of Understanding (“MOU”) is entered into on the ____ day of _____, 2021 by and between the Augusta, GA, (c/o) Housing and Community Development Department (HCD), and Growing Augusta, (GA). GA is a local organization that supports small farms and hobby growers by making their all-natural, locally and sustainably grown, fresh foods available for sale. GA has also developed a series of pop-up markets in areas with limited access to grocery stores.

The above-named parties to this Memorandum of Understanding recognize the importance of facilitating mobile markets to address food insecurity. Housing & Community Development’s primary focus is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment.

Part I. Structure and Purpose of Initiative

This local initiative will be known as the Augusta (c/o HCD) – Growing Augusta Partnership Initiative (the "Initiative"). The greater Initiative is to improve access to fresh, nutritious foods; provide economic opportunities for small farmers and budding entrepreneurs; and increase community engagement between families, area businesses, and organizations in Augusta, Richmond County.

Part II. Partnership Goals

The goal of the Initiative is to partner with GA to provide live entertainment and food vendors which will:

- a. Foster partnerships through Augusta Housing and Community Development’s resources that would benefit the local residents,
- b. Create an experience with the South Augusta Farmer’s Market to provide local entertainers/arts an opportunity,
- c. Showcase local food vendors, food trucks, etc....
- d. Provide access to fresh and healthy produce.

Part III. Responsibilities of the Parties

It is understood that HCD and GA will work together as a team to effectively meet the community’s needs within Laney Walker/Bethlehem. This level of collaboration will require thorough and timely communication between all parties.

The parties will have the following responsibilities:

- e. HCD to provide a secure location for farmer's market setup,
- f. HCD to provide learning opportunities in conjunction with Growing Augusta and associates for patrons, residents, and local business owners,
- g. GA will establish and organize the farmer's market vendors, maintain oversight, and manage vendors' market insurance documents,
- h. GA to provide staff support and management service to operate market
- i. GA to offer double SNAP/EBT benefits to customers,
- j. GA to provide health screenings in partnership with Medical Associates Plus,
- k. GA to provide programming: cooking classes, planting demos, live entertainment, low-impact exercise (yoga, walking club, etc.), kids' activities.

Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by both HCD, and GA prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD, and GA shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.
In Witness Whereof, the parties have set their hands and seals as of the date first written above.

Attest: **Augusta, Georgia**

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

By: _____ Date: _____
Odie Donald, II.
As City Administrator

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

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

Lena Bonner
As its Clerk of Commission

Growing Augusta

By: _____ Date: _____

Name: _____

Title: _____



Administrative Services Committee Meeting

10/12/2021 1:10 PM

HCD_ Growing Augusta: Arts, Agriculture, & Agency MOU Approval Request

Department:	HCD										
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff										
Caption:	Motion to approve Housing and Community Development's (HCD's) request to approve MOU engagement with Growing Augusta: Arts, Agriculture & Agency (GA) to promote a Farmer's Market in South Augusta.										
Background:	GA has consistently worked with Farmers and hobby growers to promote agri-tourism, offering their support and advocacy, while providing fresh food and produce to food desert areas. Coupled with live grassroots music in the Greater Augusta River Region since 2004, they developed partnerships with local municipalities, non-profit organizations, small businesses, international interests, and featured home-grown professional musicians and student groups as well as touring groups. This objective involves promoting a Farmer's Market in South Augusta which will provide fresh food and produce to the community with an emphasis on food desert areas, coupled with providing culture and the arts via live grassroots music. <table><tr><td>Address</td><td></td></tr><tr><td>Budget</td><td>Project Type Henry</td></tr><tr><td>Brigham Center</td><td></td></tr><tr><td>TBD</td><td>Special Project 2463</td></tr><tr><td>Golden Camp Rd. C Augusta, GA 30906</td><td></td></tr></table>	Address		Budget	Project Type Henry	Brigham Center		TBD	Special Project 2463	Golden Camp Rd. C Augusta, GA 30906	
Address											
Budget	Project Type Henry										
Brigham Center											
TBD	Special Project 2463										
Golden Camp Rd. C Augusta, GA 30906											
Analysis:	Approval of this request will allow the South Augusta Farmer's Market to move forward in a partnership with HCD & Growing Augusta: Arts, Agriculture, & Agency.										
Financial Impact:	HCD is committing no funding in support of this initiative.										
Alternatives:	Deny HCD's request.										
Recommendation:											

Motion to approve Housing and Community Development's (HCD's) request to approve MOU engagement with Growing Augusta: Arts, Agriculture & Agency (GA) to promote a Farmer's Market in South Augusta.

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

Not Applicable

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Professional Services Agreement
BETWEEN
EXP REALTY, LLC
AND
Augusta, GA/Augusta Housing and Community Development Department
FOR
REAL ESTATE SALES SERVICES

This Agreement is made and entered into this ____ day of _____, 2021 by and between Augusta, GA, (hereinafter referred to as "Client"), and **EXP REALTY, LLC** (hereinafter referred to as the "LWB Development Partner").

WITNESSETH

WHEREAS, the Client is undertaking certain activities related to the revitalization of certain neighborhoods; and

WHEREAS, the Client desires to engage the LWB Development Partner for the purpose of providing Real Estate Sales and Marketing services in support of the revitalization initiative in the Laney Walker and Bethlehem neighborhoods; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CLIENT.** Client agrees to engage the LWB Development Partner, and the LWB Development Partner agrees to provide Client services which involve working with Client's staff, contractors, developers, funding sources and neighborhood-based organizations as part of providing sales and marketing services for homes developed as part of the redevelopment of Laney Walker and Bethlehem neighborhoods.
2. **SCOPE OF SERVICES.** The LWB Development Partner will provide the services ("Services" set forth in Appendix A), attached hereto and incorporated herein by reference.
 - a. It is understood and agreed by the parties that the services of LWB Development Partner do not include any of the following: the disbursement or account of funds distributed by Client's financial officer, legal advice, fiscal audits, or assistance with activities not related to this project.
3. **LIAISON.** The Client's designated liaison with the LWB Development Partner is **EXP REALTY, LLC**.
4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on ____ day of _____, 2021. LWB Development Partner will sign this one-year commitment, with two (2) optional annual renewal periods at the option of Augusta, GA. Client may discontinue the contract after one year or at any time during the contract period with 30 day notice to LWB Development Partner. LWB Development Partner may discontinue contract with 60 day notice to Client.
5. LWB Development Partner shall have Rights to Sell property developed as part of the Laney Walker/Bethlehem Revitalization Project funded by Laney Walker Bond Financing. However, a listing exclusion will be granted for projects funded by Neighborhood Stabilization Program funded property. In addition, exclusion may be granted to a builder/developer, authorized to

develop for sale property in the Laney Walker/Bethlehem Redevelopment area, for any prospective purchaser. No exclusions will be granted after the builder/developer has received a notice to proceed with construction.

6. **COMPENSATION.** For the satisfactory completion of the Services to be provided under this Contract, the Client will pay the LWB Development Partner as follows:
 - A fee of 6.0% of the gross sales price shall be paid as a brokerage commission. This fee shall be all inclusive of any co-brokerage fees or referral fees paid to outside brokerage firms.
 - Each transaction is subject to a minimum fee of \$1,000 in the event the 6% fee of a transaction is less than \$1,000.
7. **INDEPENDENT CONTRACTOR.** It is understood by the parties hereto that LWB Development Partner is an approved independent contractor and as such, neither it nor its employees, if any, are employees of the Client for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that LWB Development Partner will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principles and employees for the services to be performed hereunder.
8. **ELIGIBILITY.** The LWB Development Partner certifies that the LWB Development Partner's firm and the firm's principles are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549; "Debarment and Suspension" [25 CFR 24.505].
9. **CONFLICT OF INTEREST.** The LWB Development Partner governs that it presently has no interest and will not acquire any interest, direct or indirect, in the project that would conflict in any manner or degree with the performance of its services hereunder. The LWB Development Partner further covenants that, in performing this Contract, it will employ no person who has any such interest. Real Estate agent(s) assigned to the Laney Walker/Bethlehem Revitalization Project by LWB Development Partner shall not be permitted to list or co-sale any property in the Laney Walker/Bethlehem Revitalization Project area without the approval of the Augusta Housing and Community Development Department.
10. **ENTIRE AGREEMENT: MODIFICATION.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in the written Contract, are valid or binding. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. The LWB Development Partner specifically acknowledges that in entering into and executing this agreement, LWB Development Partner relies solely upon the provisions contained in this agreement and not others.
11. **NON-ASSIGNMENT OF AGREEMENT.** Inasmuch as this agreement is intended to secure the specialized services of the LWB Development Partner, LWB Development Partner may not assign its rights, including the right to compensation, transfer, and delegate or subcontract any interest herein without the prior written consent of Client. Any subcontractor or assignee will be bound by all the terms and conditions of this contract.

12. **ASSIGNMENT OF PERSONNEL.** The LWB Development Partner shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to the Client, as is evidence in writing.
13. **INDEMNIFICATION.** The LWB Development Partner waives any and all claims and recourse against the Client, including the right of contribution for loss and damage to persons and property arising from, growing out of, or in any way connected with or incidental to LWB Development Partner's performance of this contract. Further, the LWB Development Partner will indemnify, hold harmless, and defend the Client against any and all claims, demands, damages, costs, expenses, or liabilities arising out of the LWB Development Partner's performance of this Contract except for liability arising out of the concurrent or sole negligence of the Client or its officers, agents, or employees. The LWB Development Partner shall also indemnify the Client for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the LWB Development Partner with respect to LWB Development Partner's "independent contractor" status that would establish a liability for failure to make any social security of income tax withholding payments.
14. **INSURANCE.** The LWB Development Partner shall have and maintain in full force and effect for the duration of this agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the LWB Development Partner, its agents, representatives, or employees.
15. **BREACH OF CONTRACT.** In the event of breach of Contract by the LWB Development Partner, the Client may at its option engage the services of another LWB Development Partner to complete the work and deduct the cost of performance under this agreement, and then the affected party may pursue all legal remedies available for breach of agreement.
16. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:
- a. **Termination for cause:**
 - i. If the Client determines that the LWB Development Partner has failed to comply with the terms and conditions of the Agreement, it may terminate this agreement in whole or in part any time before the date of completion. If the LWB Development Partner fails to comply with any of the terms and conditions of this agreement, the Client may give notice, in writing, to the LWB Development Partner, of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period to be specified in the notice, the Client may, with no further notice, declare this agreement to be terminated. The LWB Development Partner will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damage suffered by the Client by reason of the LWB Development Partners failure to comply with this agreement.
 - ii. Notwithstanding the above, the LWB Development Partner is not relieved of liability to the Client for damages sustained by the Client by virtue of any breach of this agreement by the LWB Development Partner, and the Client may withhold any payments to the LWB Development Partner for purposes of set-off

until such time as the exact amount of damages due the Client from the LWB Development Partner is determined.

- iii. The Client may terminate this contract should funding cease or be materially decreased.

b. Termination without cause:

- i. Augusta, GA may terminate this contract in part or in whole upon written notice to the LWB Development Partner. The LWB Development Partner shall be paid for any validated services under this Contract up to the time of termination.

- 17. **DISPUTE RESOLUTION.** The law of the State of Georgia shall govern the contract between the Client and the LWB Development Partner with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between the Client and the LWB Development Partner arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The LWB Development Partner, by executing this agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
- 18. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- 19. **PROHIBITION AGAINST CONTINGENT FEES.** The LWB Development Partner 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 the LWB Development Partner for the purpose of securing business and that the LWB Development Partner has not received any non-City fee related to this agreement without the prior written consent of the Client. For breach or violation of this warrant, Augusta, GA shall have the right to annul this agreement without liability or at its discretion to deduct from the Agreement price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- 20. **DOCUMENTS INCORPORATED BY REFERENCE.** The Client's Request for Qualifications for property acquisition services for the Laney Walker and Bethlehem neighborhoods, submitted **Date** and all applicable federal and state statutes and regulations incorporated into this Contract by this reference are binding upon the Client.
- 21. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the LWB Development Partner pursuant to this agreement are to be the property of the Client, which has nonexclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the LWB Development Partner for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Client. No material produced in whole or in part under this agreement may be subject to copyright or patent in the United States or in any other country without the prior written permission of the Client.

22. **REPORTS AND INFORMATION.** The LWB Development Partner will maintain accounts and records, including personnel, property and financial records, which are adequate to identify and account for all cost pertaining to this agreement; and such other records as may be deemed necessary by the Client to assure proper account for the project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Client or its authorized representative and will be retained by the Client for five (5) years after the expiration of this agreement, unless permission to destroy them is granted by the Client.

23. The LWB Development Partner, at such times and in such forms as the Client may require, shall furnish Client monthly progress reports.

All services performed hereunder shall be in accordance with all federal, state, and local laws, ordinances, rules, and regulations.

NOTICES

All notices given pursuant to the agreement shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the City:

Office of the Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, GA 30901

Notices to Client:

Director
Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Notices to LWB Development Partner:

EXP Realty, LLC
112 Pleasant Home Rd Suite B
Augusta, GA 30907

{Signatories on next page}

COUNTERPARTS

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

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

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date: _____
Wayne Brown
As Its Legal Counsel

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

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

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

SEAL

Lena Bonner
As its Clerk of Commission

ATTEST: Brokerage Company
(LWB Development Partner)

By: _____ Date: _____
As Its Owner

By: _____ Date: _____
Plain Witness

APPENDIX A

Professional Services Agreement
BETWEEN
The Jones Group Augusta, DBA Realty One Group Visionaries
AND
Augusta, GA/Augusta Housing and Community Development Department
FOR
REAL ESTATE SALES SERVICES

This Agreement is made and entered into this ____ day of _____, 2021 by and between Augusta, GA, (hereinafter referred to as "Client"), and **The Jones Group Augusta, DBA Realty One Group Visionaries** (hereinafter referred to as the "LWB Development Partner").

WITNESSETH

WHEREAS, the Client is undertaking certain activities related to the revitalization of certain neighborhoods; and

WHEREAS, the Client desires to engage the LWB Development Partner for the purpose of providing Real Estate Sales and Marketing services in support of the revitalization initiative in the Laney Walker and Bethlehem neighborhoods; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CLIENT.** Client agrees to engage the LWB Development Partner, and the LWB Development Partner agrees to provide Client services which involve working with Client's staff, contractors, developers, funding sources and neighborhood-based organizations as part of providing sales and marketing services for homes developed as part of the redevelopment of Laney Walker and Bethlehem neighborhoods.
2. **SCOPE OF SERVICES.** The LWB Development Partner will provide the services ("Services" set forth in Appendix A), attached hereto and incorporated herein by reference.
 - a. It is understood and agreed by the parties that the services of LWB Development Partner do not include any of the following: the disbursement or account of funds distributed by Client's financial officer, legal advice, fiscal audits, or assistance with activities not related to this project.
3. **LIAISON.** The Client's designated liaison with the LWB Development Partner is **The Jones Group Augusta, DBA Realty One Group Visionaries**.
4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on ____ day of _____, 2021. LWB Development Partner will sign this one-year commitment, with two (2) optional annual renewal periods at the option of Augusta, GA. Client may discontinue the contract after one year or at any time during the contract period with 30 day notice to LWB Development Partner. LWB Development Partner may discontinue contract with 60 day notice to Client.
5. LWB Development Partner shall have Rights to Sell property developed as part of the Laney Walker/Bethlehem Revitalization Project funded by Laney Walker Bond Financing. However, a listing exclusion will be granted for projects funded by Neighborhood Stabilization Program

funded property. In addition, exclusion may be granted to a builder/developer, authorized to develop for sale property in the Laney Walker/Bethlehem Redevelopment area, for any prospective purchaser. No exclusions will be granted after the builder/developer has received a notice to proceed with construction.

6. **COMPENSATION.** For the satisfactory completion of the Services to be provided under this Contract, the Client will pay the LWB Development Partner as follows:
 - A fee of 6.0% of the gross sales price shall be paid as a brokerage commission. This fee shall be all inclusive of any co-brokerage fees or referral fees paid to outside brokerage firms.
 - Each transaction is subject to a minimum fee of \$1,000 in the event the 6% fee of a transaction is less than \$1,000.
7. **INDEPENDENT CONTRACTOR.** It is understood by the parties hereto that LWB Development Partner is an approved independent contractor and as such, neither it nor its employees, if any, are employees of the Client for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that LWB Development Partner will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principles and employees for the services to be performed hereunder.
8. **ELIGIBILITY.** The LWB Development Partner certifies that the LWB Development Partner's firm and the firm's principles are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549; "Debarment and Suspension" [25 CFR 24.505].
9. **CONFLICT OF INTEREST.** The LWB Development Partner governs that it presently has no interest and will not acquire any interest, direct or indirect, in the project that would conflict in any manner or degree with the performance of its services hereunder. The LWB Development Partner further covenants that, in performing this Contract, it will employ no person who has any such interest. Real Estate agent(s) assigned to the Laney Walker/Bethlehem Revitalization Project by LWB Development Partner shall not be permitted to list or co-sale any property in the Laney Walker/Bethlehem Revitalization Project area without the approval of the Augusta Housing and Community Development Department.
10. **ENTIRE AGREEMENT: MODIFICATION.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in the written Contract, are valid or binding. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. The LWB Development Partner specifically acknowledges that in entering into and executing this agreement, LWB Development Partner relies solely upon the provisions contained in this agreement and not others.
11. **NON-ASSIGNMENT OF AGREEMENT.** Inasmuch as this agreement is intended to secure the specialized services of the LWB Development Partner, LWB Development Partner may not assign its rights, including the right to compensation, transfer, and delegate or subcontract any interest herein without the prior written consent of Client. Any subcontractor or assignee will be bound by all the terms and conditions of this contract.

12. **ASSIGNMENT OF PERSONNEL.** The LWB Development Partner shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to the Client, as is evidence in writing.
13. **INDEMNIFICATION.** The LWB Development Partner waives any and all claims and recourse against the Client, including the right of contribution for loss and damage to persons and property arising from, growing out of, or in any way connected with or incidental to LWB Development Partner's performance of this contract. Further, the LWB Development Partner will indemnify, hold harmless, and defend the Client against any and all claims, demands, damages, costs, expenses, or liabilities arising out of the LWB Development Partner's performance of this Contract except for liability arising out of the concurrent or sole negligence of the Client or its officers, agents, or employees. The LWB Development Partner shall also indemnify the Client for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the LWB Development Partner with respect to LWB Development Partner's "independent contractor" status that would establish a liability for failure to make any social security of income tax withholding payments.
14. **INSURANCE.** The LWB Development Partner shall have and maintain in full force and effect for the duration of this agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the LWB Development Partner, its agents, representatives, or employees.
15. **BREACH OF CONTRACT.** In the event of breach of Contract by the LWB Development Partner, the Client may at its option engage the services of another LWB Development Partner to complete the work and deduct the cost of performance under this agreement, and then the affected party may pursue all legal remedies available for breach of agreement.
16. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:
- a. **Termination for cause:**
 - i. If the Client determines that the LWB Development Partner has failed to comply with the terms and conditions of the Agreement, it may terminate this agreement in whole or in part any time before the date of completion. If the LWB Development Partner fails to comply with any of the terms and conditions of this agreement, the Client may give notice, in writing, to the LWB Development Partner, of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period to be specified in the notice, the Client may, with no further notice, declare this agreement to be terminated. The LWB Development Partner will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damage suffered by the Client by reason of the LWB Development Partners failure to comply with this agreement.
 - ii. Notwithstanding the above, the LWB Development Partner is not relieved of liability to the Client for damages sustained by the Client by virtue of any breach of this agreement by the LWB Development Partner, and the Client may withhold any payments to the LWB Development Partner for purposes of set-off

until such time as the exact amount of damages due the Client from the LWB Development Partner is determined.

- iii. The Client may terminate this contract should funding cease or be materially decreased.

b. Termination without cause:

- i. Augusta, GA may terminate this contract in part or in whole upon written notice to the LWB Development Partner. The LWB Development Partner shall be paid for any validated services under this Contract up to the time of termination.

17. **DISPUTE RESOLUTION.** The law of the State of Georgia shall govern the contract between the Client and the LWB Development Partner with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between the Client and the LWB Development Partner arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The LWB Development Partner, by executing this agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
18. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
19. **PROHIBITION AGAINST CONTINGENT FEES.** The LWB Development Partner 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 the LWB Development Partner for the purpose of securing business and that the LWB Development Partner has not received any non-City fee related to this agreement without the prior written consent of the Client. For breach or violation of this warrant, Augusta, GA shall have the right to annul this agreement without liability or at its discretion to deduct from the Agreement price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
20. **DOCUMENTS INCORPORATED BY REFERENCE.** The Client's Request for Qualifications for property acquisition services for the Laney Walker and Bethlehem neighborhoods, submitted **Date** and all applicable federal and state statutes and regulations incorporated into this Contract by this reference are binding upon the Client.
21. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the LWB Development Partner pursuant to this agreement are to be the property of the Client, which has nonexclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the LWB Development Partner for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Client. No material produced in whole or in part under this agreement may be subject to copyright or patent in the United States or in any other country without the prior written permission of the Client.

22. **REPORTS AND INFORMATION.** The LWB Development Partner will maintain accounts and records, including personnel, property and financial records, which are adequate to identify and account for all cost pertaining to this agreement; and such other records as may be deemed necessary by the Client to assure proper account for the project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Client or its authorized representative and will be retained by the Client for five (5) years after the expiration of this agreement, unless permission to destroy them is granted by the Client.

23. The LWB Development Partner, at such times and in such forms as the Client may require, shall furnish Client monthly progress reports.

All services performed hereunder shall be in accordance with all federal, state, and local laws, ordinances, rules, and regulations.

NOTICES

All notices given pursuant to the agreement shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the City:

Office of the Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, GA 30901

Notices to Client:

Director
Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Notices to LWB Development Partner:

The Jones Group Augusta, DBA Realty One Group Visionaries
1106 Broad Street, Suite B
Augusta, GA 30901

{Signatories on next page}

COUNTERPARTS

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

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

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date: _____
Wayne Brown
As Its Legal Counsel

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

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

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

SEAL

Lena Bonner
As its Clerk of Commission

ATTEST: Brokerage Company
(LWB Development Partner)

By: _____ Date: _____
As Its Owner

By: _____ Date: _____
Plain Witness

APPENDIX A

AHCD
Property Inventory_Rev. 8.2021

	STREET NAME	No.#	M&P	Tax NBHD	Project Description
1	ASH ST	1	059-4-147-01-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
2	ASH ST	3	059-4-147-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
3	ASH ST	22	059-4-083-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
4	ASH ST	29	059-4-036-00-0	TURPIN HILL	DD-LW/BETH PROJECT
5	BARNES ST	907	046-4-116-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
6	BARTON CHAPEL RD	2368	083-0-037-08-0	REGENCY MALL	AHCDD-NSP1 PROJECT
8	BOYD LN	936	059-2-758-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
9	BOYD LN	938	059-2-757-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
10	BOYD LN	945	059-2-710-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
11	BROWN ST	1428	046-3-227-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
12	BROWN ST	1438	046-3-172-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
13	BROWN ST	1464	045-4-180-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
14	BROWN ST	1465	046-3-166-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
15	BROWN ST	1467	045-4-171-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
16	BROWN ST	1469	045-4-170-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
17	CARRIE ST	918	046-4-228-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
18	CEDAR ST	946	059-2-285-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
19	CEDAR ST	1101	059-2-179-03-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
20	CEDAR ST	1103	059-2-174-01-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
21	CEDAR ST	1109	059-2-182-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
22	CEDAR ST	1110	059-2-187-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
23	CEDAR ST	1111	059-2-183-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
24	CEDAR ST	1113	059-2-184-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
25	CEDAR ST	1115	059-2-185-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
26	CEDAR ST	1117	059-1-074-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
27	COLUMBUS LN	1102	059-1-544-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
28	CONKLIN AVE	1359	059-1-229-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
29	CONKLIN AVE	1403	059-1-248-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
30	COURTLAND DR	127	061-2-105-00-0	MARION HOMES	AHCDD-NSP1 PROJECT
31	DAVIDSON LN	1110	059-2-681-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
32	DUGAS ST	907	046-4-354-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
33	DUGAS ST	1108	046-4-406-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
34	DUNNS LN	1576 1/2	058-2-248-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
35	DUNNS LN	1578	058-2-249-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
36	DUNNS LN	1594	058-2-257-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
37	ELEVENTH ST	1244	059-2-038-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
39	ELEVENTH ST	1252.5	059-2-041-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
40	ELEVENTH ST	1305	059-2-176-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
41	ELEVENTH ST	1315	059-2-178-01-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
42	ELEVENTH ST	1327	059-2-193-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
43	ELEVENTH ST	1341	059-2-196-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
44	ELEVENTH ST	1352	059-2-534-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
45	ELEVENTH ST	1354	059-2-533-01-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
46	ELEVENTH ST	1356	059-2-533-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
47	FLORENCE ST	1110	059-2-175-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
48	FLORENCE ST	1122	059-2-174-00-0	LANEY-WALKER	AHCDD-NSP1 PROJECT
49	FLORENCE ST	1144	059-1-068-00-0	LANEY-WALKER	AHCDD-NSP1 PROJECT
50	FOREST ST	1432	059-1-421-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
51	FOREST ST	1639	059-3-132-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
52	GORDON ST	901	059-4-022-02-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
53	GORDON ST	915	059-4-022-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
54	GORDON ST	918	059-4-004-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
55	GREGG ST	44	059-3-479-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
56	HOLLEY ST	1228	046-3-193-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
57	HOLLEY ST	1228 1/2	046-3-194-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
58	HOLLEY ST	1230	046-3-195-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
59	HOLLEY ST	1236	046-3-196-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
60	HOPKINS ST	960	046-4-656-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
61	JAMES BROWN BLVD	819	046-4-118-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
62	JAMES BROWN BLVD	1212	059-2-356-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
63	JAMES BROWN BLVD	1216	059-2-355-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
64	JAMES BROWN BLVD	1220	059-2-354-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
65	JAMES BROWN BLVD	1317	059-2-266-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
66	JAMES BROWN BLVD	1321	059-2-267-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
67	JAMES BROWN BLVD	1331	059-2-302-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
68	LANEY WALKER BLVD	848	059-2-321-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
69	LANEY WALKER BLVD	850	059-2-320-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
70	LANEY WALKER BLVD	851	059-2-107-01-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
71	LANEY WALKER BLVD	859	059-2-101-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
72	LANEY WALKER BLVD	861	046-4-002-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
73	LANEY WALKER BLVD	865	059-2-104-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT

AHCD
Property Inventory_Rev. 8.2021

74	LANEY WALKER BLVD	1016	046-4-766-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
75	LEE BEARD WAY	1426	058-2-033-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
76	LYMAN ST	2526	097-1-098-00-0	LUMPKIN PARK	AHCD-DOVER/LYM/MILES
77	LYMAN ST	2530	097-1-097-00-0	LUMPKIN PARK	AHCD-DOVER/LYM/MILES
78	LYMAN ST	2533	097-1-130-00-0	LUMPKIN PARK	AHCD-DOVER/LYM/MILES
79	LYMAN ST	2537	097-1-129-00-0	LUMPKIN PARK	AHCD-DOVER/LYM/MILES
80	LYMAN ST	2558	097-1-090-00-0	LUMPKIN PARK	AHCD-DOVER/LYM/MILES
81	LYMAN ST	2567	097-1-122-00-0	LUMPKIN PARK	AHCD-DOVER/LYM/MILES
82	MAPLE ST	1518	059-4-137-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
83	MAPLE ST	1522	059-4-138-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
84	MCQUEEN CT	401	059-4-017-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
85	MCQUEEN CT	405	059-4-227-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
86	MCQUEEN CT/Lot11	406	059-4-219-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
87	MCQUEEN CT/Lot17	413	059-4-225-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
88	MCQUEEN CT/Lot16	419	059-4-224-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
89	MCQUEEN CT	426	059-4-226-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
90	MOUNT AUBURN ST	2429	034-1-518-00-0	WHEELER HGTS	AHCDD-NSP1 PROJECT
91	MOUNT AUBURN ST	2433	034-1-517-00-0	WHEELER HGTS	AHCDD-NSP1 PROJECT
92	MOUNT AUBURN ST	2437	034-1-516-00-0	WHEELER HGTS	AHCDD-NSP1 PROJECT
93	NICHOLAS ST	18	059-4-042-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
94	NICHOLAS ST	20	059-4-043-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
95	NICHOLAS ST	22	059-4-044-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
96	NICHOLAS ST	24	059-2-813-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
97	OLLIE RD	600	083-1-010-00-0	REGENCY MALL	AHCDD-NSP1 PROJECT
98	OLLIE RD	699	083-1-064-00-0	REGENCY MALL	AHCDD-LW/BETH PROJECT
99	PARKS AVE	908	059-2-797-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
100	PARKS AVE	912	059-2-796-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
101	PARKS AVE	914	059-2-795-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
102	PARKS AVE	915	059-2-772-00-0		AHCDD-LW/BETH PROJECT
103	PARKS AVE	918	059-2-794-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
104	PARKS AVE	922	059-2-792-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
105	PARKS AVE	942	059-2-786-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
106	PERRY AVE	906	059-2-549-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
107	PERRY AVE	1109	059-1-082-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
108	PERRY AVE	1212	059-1-147-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
109	PERRY AVE	1214	059-1-148-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
112	PERRY AVE	1233	059-1-044-00-0	LANEY-WALKER	AHCDD-LW-ComDev.Collabor
113	PICQUET AVE	1423	059-2-679-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
114	PICQUET AVE	1423.5	059-2-678-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
115	PICQUET AVE	1425	059-2-680-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
116	PICQUET AVE	1433	059-2-686-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
117	PICQUET AVE	1437	059-2-687-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
118	PICQUET AVE	1512	059-2-802-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
119	PICQUET AVE	1514	059-2-803-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
120	PICQUET AVE	1516	059-2-804-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
121	PICQUET AVE	1518	059-4-001-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
122	PICQUET AVE	1520	059-4-002-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
123	PICQUET AVE	1530	059-4-005-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
124	PICQUET AVE	1563	059-3-363-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
125	PINE ST	1227	059-2-018-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
126	ROBIN LANE	901	059-4-027-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
127	ROBIN LANE	902	059-4-026-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
128	ROBIN LANE	903	059-4-029-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
129	ROBIN LANE	907	059-2-799-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
130	ROBIN LANE	909	059-2-800-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
131	ROBIN LANE	911	059-2-801-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
132	SEVENTH ST	811	047-3-258-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
133	SEVENTH ST	815	047-3-257-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
134	SEVENTH ST	821	047-3-256-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
135	SPRUCE ST	831	059-2-349-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
136	SPRUCE ST	839	059-2-351-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
137	SPRUCE ST	841	059-2-352-00-0	GORDON HWY	AHCDD-LW/BETH PROJECT
138	SPRUCE ST	847	059-2-353-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
139	SPRUCE ST	948	059-2-229-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
140	TENTH ST	1006	046-4-321-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
141	TENTH ST	1222	059-2-227-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
142	TENTH ST	1231	059-2-055-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
143	TENTH ST	1237	059-2-052-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
144	TENTH ST	1370	059-2-575-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
145	TENTH ST	1382	059-2-572-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
146	THIRTEENTH ST	1320	059-1-126-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
147	TWELFTH ST	913	046-4-027-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT

AHCD
Property Inventory_Rev. 8.2021

148	TWELFTH ST	1224	046-4-739-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
149	TWELFTH ST	1228	046-4-740-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
150	TWELFTH ST	1241	059-1-014-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
151	TWELFTH ST	1243	059-1-013-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
152	TWELFTH ST	1245	059-1-012-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
153	TWELFTH ST	1249	059-1-011-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
154	TWELFTH ST	1251	059-1-010-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
155	TWELFTH ST	1257	059-1-009-00-0	GORDON HWY	AHCDD-LW/BETH PROJECT
156	TWELFTH ST	1307	059-1-057-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
157	TWELFTH ST	1342	059-1-154-00-0	GORDON HWY	AHCDD-LW/BETH PROJECT
158	TWELFTH ST	1344	059-1-155-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
159	TWELFTH ST	1350	059-1-159-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
160	TWIGGS ST	1410	059-2-816-00-0	S/E URBAN/SUM	AHCDD-LW/BETH PROJECT
161	TWIGGS ST	1420	059-2-812-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
162	TWIGGS ST	1439	059-2-768-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
163	TWIGGS ST	1505	059-4-030-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
164	TWIGGS ST	1508	059-4-087-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
165	TWIGGS ST	1511	059-4-028-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
166	TWIGGS ST	1512	059-4-089-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
167	TWIGGS ST	1518	059-4-090-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
168	TWIGGS ST	1519	059-4-025-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
169	TWIGGS ST	1523	059-4-024-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
170	TWIGGS ST	1527	059-4-023-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
171	TWIGGS ST	1528	059-4-093-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
172	TWIGGS ST	1534	059-4-095-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
173	TWIGGS ST	1536	059-4-096-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
174	TWIGGS ST	1546	059-4-069-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
175	TWIGGS ST	1547	059-4-017-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
176	TWIGGS ST	1556	059-4-065-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
177	WEED ST	721	034-1-519-00-0	WHEELER HGTS	AHCDD-NSP1 PROJECT
178	WRIGHTSBORO RD	944	059-2-696-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
179	WRIGHTSBORO RD	946	059-2-695-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
180	WRIGHTSBORO RD	1104	059-2-670-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
181	WRIGHTSBORO RD	1334	059-1-291-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
182	WRIGHTSBORO RD	1340	059-1-293-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
183	WRIGHTSBORO RD	1355	059-1-093-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
184	WRIGHTSBORO RD	1357	059-1-092-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
185	WRIGHTSBORO RD	1366	059-1-246-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
186	WRIGHTSBORO RD	1374	059-1-250-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
187	WRIGHTSBORO RD	1412	059-1-184-00-0	TURPIN HILL	AHCDD-LW/BETH PROJECT
188	WRIGHTSBORO RD	1415	046-3-217-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
189	WRIGHTSBORO RD	1491	045-4-198-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
190	WRIGHTSBORO RD	1495	045-4-200-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
191	WRIGHTSBORO RD	1497	045-4-201-00-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT
192	WRIGHTSBORO RD	1499	045-4-201-01-0	LANEY-WALKER	AHCDD-LW/BETH PROJECT



Administrative Services Committee Meeting

10/12/2021 1:10 PM

HCD_ RFQ Item: 21-169 Laney Walker/ Bethlehem Revitalization Real Estate Brokerage Services Agreement Approval Request

Department: HCD

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

Caption: Motion to approve RFQ #: 21-169 (Laney Walker/Bethlehem Real Estate Brokerage Services).

Background:

1. EXP Realty, LLC and The Jones Group Augusta,(DBA Realty One Group Visionaries) 1. The Firms will provide as a minimum, one licensed Georgia Real Estate Agent each who will be the primary staff for the Laney-Walker Bethlehem Project. The following services of both Firms include, but are not limited to: a. Defining target market; b. Work with HCD in pricing of homes. c. Developing sales literature to include pricing, features, standard options and upgrades; d. Working knowledge of construction drawings; e. Developing logos and bylines; f. Branding the product that focuses on features, location and market g. Creation of 1-2 page website; h. Social Media planning and buying; I. Media planning and buying; j. Event planning; Open House; Tour of Homes k. Public relations through various employers, civic groups and through the Firms Relocation Department; l. Marketing research on Augusta and buyers; m. Providing feedback and recommendations how to improve the product; n. Tools in place to provide as needed metrics on sales and days on market o. HOA covenant, policies and procedure generation;

Address	Budget
Project Type	
EXP Realty, LLC	6% of each gross sale amount
Real Estate Brokerage	
112 Pleasant Home Rd	
Suite B Augusta, GA 30907	
The Jones Group Augusta, DBA	6% of each gross sale amount
Real Estate Brokerage Realty One Group Visionaries	
1106 Broad Street, Suite B	
Augusta, GA 30901	

Analysis: Approval of this request will allow two (2) Real Estate Brokerage Firms to begin services within the Laney Walker Bethlehem Community.

Financial Impact: 6% of each home sales proceeds will be awarded to the respective Brokerage Firm.

Alternatives: Deny HCD's request.

Recommendation: Motion to approve RFQ #: 21-169 (Laney Walker/ Bethlehem Real Estate Brokerage Services)

Funds are Available in the Following Accounts: Bond Funding: 6% of all home sales proceeds will be awarded to the Brokerage Firms Other/Official Admin: 298-07-734-5212119

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission



OFFICE OF THE ADMINISTRATOR

Odie Donald, II MBA
Administrator

Date: October 6, 2021

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

From: Odie Donald II, Administrator 

Subject: Augusta, Georgia Mask Mandate (DRAFT FAQs)

Q: When will the new mandate take effect?

The mandate is effective immediately, although enforcement will take effect on the Monday following Commission approval and will remain in effect until modified or rescinded by the Augusta Commission.

Q: Where and when do I need to wear a mask or face covering?

Masks or face coverings will be required by staff and visitors over the age of two at all Augusta, Georgia facilities that are open to the public during business hours. This does not apply to private businesses or non-Augusta, GA facilities. The mask requirements include, but are not limited to:

- The Municipal Building
- Parks and Recreation Facilities
- Augusta Utilities' Customer Service Divisions

Q: What regulations does this order mandate?

Masks or facial coverings are now required in all indoor spaces of City of Augusta public facilities. These spaces include, public facilities operated by the consolidated government. The exceptions to this requirement are:

- Judicial facilities, which are under the authority of the Chief Superior Court Judge
- Exceptions noted and specifically recommended by the CDC
- Minors below the age of 5; and
- Persons who have disabilities where masks constitute a substantial impairment to their health and well-being based upon medical, behavioral, or legal direction.

Augusta-Richmond County
Administrator's office
535 Telfair Street, Suite 910
Augusta, Georgia 30901
Office (706) 821-2898 Fax (706) 821-2819
www.augustaga.gov

Q: Where can I find information about COVID-19 vaccinations in Augusta?

All residents of Augusta, Georgia have access to authorized COVID-19 vaccines, which are considered safe, effective, and have been shown to dramatically reduce transmission and the risk of hospitalization and/or death. For more information or to make an appointment, go to <https://www.augustaga.gov/2785/COVID-19-Updates>.

Q: Why is the city reinstating the requirement that masks or facial coverings to be worn? How long will the mask order be in effect for?

With the emergence of the Delta variant, consistently high levels of both COVID-19 cases in the region and hospitalizations the use of masks is an effort to mitigate the negative impacts of the virus on municipal operations.

Q: When will this order be updated?

Augusta, Georgia will continue to monitor health indicators to evaluate when to modify these restrictions. It is important to note that the City does not have a specific timeframe for when the mandate may be lifted or modified, as that decision will be made based on data, the guidance of public health professionals, and ultimately an action of the Augusta Commission.

Q: I have a question that isn't covered by this FAQ. How can I get an answer?

We encourage everyone to review the latest information on the City of Augusta COVID 19 Resources page. If that does not resolve your question, please contact 311.

Q: What metrics will the City use in determining when to update or rescind this mandate?

This City is continuously monitoring data related to COVID-19. It is projected that the need for mask requirements will be evaluated monthly. Recommendations will revolve around the need for a consistent downtrend in whether the community transmission levels, hospitalizations, and other key factors are downgraded.

A RESOLUTION TO MANDATE THE WEARING OF FACE MASKS OR COVERINGS IN PUBLIC BUILDINGS TO COMBAT THE COVID-19 VIRUS PANDEMIC; AND FOR OTHER PURPOSES.

WHEREAS, the COVID-19 infectious virus pandemic continues in Augusta, Georgia and around the globe;

WHEREAS, a public health state of emergency due to COVID-19, declared by Governor Brian P. Kemp, has existed in Georgia since March 14, 2020;

WHEREAS, the continued incidence of infection, severe illness, and death due to COVID-19 in Augusta, Georgia remains of great concern;

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) advises that the use of face masks or coverings will slow the spread of COVID-19, even for the vaccinated and/or asymptomatic;

WHEREAS, taking measures to control the spread of COVID-19 minimizes the risk to the public, maintains the health and the safety of Augusta, Georgia residents, and limits the spread of infection in our communities and within the healthcare delivery system;

WHEREAS, pursuant to the authority of O.C.G.A. § 38-3-28(a), local governments are empowered to enact rules and regulations as may be necessary for emergency management purposes;

WHEREAS, this Resolution is intended to be entered with due regard for the uniform principle that face masks or coverings will slow the spread of COVID-19 as contemplated by O.C.G.A. § 38-3-28(c);

WHEREAS this Resolution is specifically intended to supplement Executive Orders of the Governor of the State of Georgia and should not be construed to be inconsistent therewith; and

WHEREAS, in the judgment of the Augusta, Georgia Commission, with advice from the Administrator and other subject matter experts, emergency conditions persist within Augusta, Georgia requiring extraordinary and immediate corrective actions for the protection of the health, safety and welfare of the citizens of Augusta, Georgia.

NOW, THEREFORE, BE IT RESOLVED that the Augusta, Georgia Commission does hereby mandate and require that face masks or coverings shall be worn over the nose and mouth at all times while inside any building, open to the public or otherwise, that is the property of Augusta, Georgia. CDC recommendations and guidance on proper face mask or covering usage are incorporated herein by reference.

IT IS FURTHER RESOLVED that for the purposes of this Resolution, the term “face masks or coverings” shall be defined as a device to cover the nose and mouth of an individual to impede the spread of saliva or other fluids during speaking, coughing, sneezing, or other intentional or involuntary action. Medical grade masks are not required; coverings may be fashioned from scarves, bandanas, or other suitable fabrics. A face mask or covering must cover the mouth and nose of the wearer.

PROVIDED, HOWEVER, THAT face masks or coverings shall not be required or mandated:

- When a person is under the age of 2;
- While eating or drinking;
- When wearing a face mask or covering would cause or aggravate a health condition;
- When wearing a face mask or covering would prevent the receipt of personal services; and
- When a person is alone in an enclosed space.

PROVIDED, HOWEVER, THAT any person who is unable to safely wear a face mask or covering due to age, an underlying health condition, or is unable to remove the face mask or covering without the assistance of others is exempt from this Resolution; and

PROVIDED, HOWEVER, THAT should any provision, paragraph, sentence, clause or word of this Resolution be declared invalid by any final court action in a court of competent jurisdiction or by reason of preemptive legislation, the remaining provisions, paragraphs, sentences, clauses, or words of this Resolution hereby issued shall remain in full force and effect.

IT IS FURTHER RESOLVED THAT this Resolution shall be read to avoid inconsistency with any orders, rules, or regulations promulgated by the Governor by any state agency exercising a power delegated by the Governor.

IT IS FURTHER RESOLVED THAT this Resolution shall remain in effect until it is declared by the Governor of Georgia that the public health state of emergency due to COVID-19 no longer exists in the State of Georgia or until the Augusta, Georgia Commission resolves that face mask and coverings are no longer to be worn in public buildings or facilities of Augusta, Georgia, whichever occurs first.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2021

(SEAL)

AUGUSTA, GEORGIA

By: _____
Hardie Davis, Jr.
Mayor

Attest:

Clerk of Commission
STATE OF GEORGIA
RICHMOND COUNTY

CLERK'S CERTIFICATE

I, LENA J. BONNER, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2021, in connection with the foregoing resolution, the original of such resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby **CERTIFY** that there was a quorum of the Commissioners present at such meeting, and that such resolution was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2021.

(SEAL)

Lena J. Bonner
Clerk of Commission

DRAFT



OFFICE OF THE ADMINISTRATOR

Odie Donald, II MBA
Administrator

Date: October 6, 2021

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

From: Odie Donald II, Administrator 

Subject: Augusta, Georgia Mask Mandate (DRAFT FAQs)

Q: When will the new mandate take effect?

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Q: What metrics will the City use in determining when to update or rescind this mandate?

This City is continuously monitoring data related to COVID-19. It is projected that the need for mask requirements will be evaluated monthly. Recommendations will revolve around the need for a consistent downtrend in whether the community transmission levels, hospitalizations, and other key factors are downgraded.



**Administrative Services Committee Meeting
10/12/2021 1:10 PM
Mask Requirement (Face Covering)**

Department: Administrator's Office

Presenter: Administrator Donald

Caption: Motion to approve a resolution requiring masks or face coverings for all Augusta, Georgia public facilities.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



Administrative Services Committee Meeting Commission Chamber - 9/29/2021

ATTENDANCE:

Present: Hons. Hasan, Chairman; Scott, Vice Chairman;
Frantom, member.

Absent: Hon. Hardie Davis, Jr., Mayor; B. Williams, member.

ADMINISTRATIVE SERVICES

1. Motion to approve a resolution recognizing Augusta's participation in Georgia Cities Week from October 3, 2021 through October 9, 2021. **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 Ben Hasan	Passes

2. Award a contract for Window and Shutter Restoration at the Ezekiel Harris House, in the amount of \$49,996.00, to Midwest Maintenance (MMI) of Augusta (Bid #20-234). **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 Ben Hasan	Passes

3. Motion to approve the purchase of one 2021/2022 Service Truck, 19K GVWR, at a total cost of \$91,896.00, from Allan Vigil Ford (Bid 21-138A) for the Utilities Department-Construction Division. **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 Ben Hasan	Passes

4. Discussion on the impact of COVID-19 mitigation efforts, administrative activities, and staff recommendation(s). **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve instituting mask mandates for all city facilities. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Ben Hasan	Passes

5. Overview of HB317 (Lodging Facilitators Bill), potential positive impact on Augusta operations, key considerations, and staff recommended next steps. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to authorize staff to explore additional revenue sources around the Masters public facility rentals relative to HB317, potential positive impact on Augusta's operations.. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Ben Hasan	Passes

6. Motion to a) accept U.S. Treasury Emergency Rental Assistance Program (Round 2) funds, b) allow HCD to move forward with implementation of recommended usage plan, c) allow HCD to hire two (2) FT staff persons (concurrent with the term of grant)/ provide supplemental pay (where applicable) in accordance with HUD regulatory guidelines for all affected employees and d) instruct Finance Department to add available funding to HCDs budget for immediate use and implementation (upon receipt). **Item Action:**
Approved

Motions

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

7. Motion to approve Housing and Community Development Department's (HCD's) RFQ #: 21-188 (Architectural Design Services) request and recommendation enter into agreement with Goodwyn, Mills, and Cawood, Inc. in order to provide architectural services. **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 Ben Hasan	Passes

8. Motion to approve the minutes of the Administrative Services Committee held on September 14, 2021. **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 Ben Hasan	Passes

9. Comprehensive update on Augusta Rescue Plan activities and next steps, specifically reporting on VaxUp Augusta, Public Safety and Premium Pay provisions. (Administrator) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve allocating up to \$25,000 out of the \$390,000 costs for the use of the James	Commissioner Francine Scott	Commissioner Sean Frantom	Passes

Brown Arena, public outreach, radio advertising and facility cost for the City to do the mobile vaccination clinic.
Motion Passes 3-0.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving the Administrator's recommendations as information. (Includes one-time \$2500 payment to full-time first responders, 911 communications officers and deputy coroners, one-time payment of \$1250 to non-first responders as defined to code enforcement officials, animal control officers and part-time first responders, a payout of the COVID-19 vacation pay out to employees, and the implementation of premium pay) Motion Passes 3-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

10. Receive as information only the emergency roof replacement needed to the Robert Howard Community Center roof in the amount of \$85,975 by Hixon Roofing. **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 Ben Hasan	Passes

11. Update on Homebuyer Subsidy Program, Down Payment Assistance Program, and Rehabilitation Program Implementation (Administrator/HCD). **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 Ben Hasan	Passes

12. Receive as information only the emergency roof replacement needed to the Warren Road Community Center roof in the amount of \$72,646 by Hixon Roofing. **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 Ben Hasan	Passes

13. Report of attendance and recent action(s) of every board and authority under the Augusta Commission. (Requested by Mayor Pro Tem Bobby Williams) **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 Francine Scott	Commissioner Ben Hasan	Passes

www.augustaga.gov



**Administrative Services Committee Meeting
10/12/2021 1:10 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on September 29, 2021.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Premium Pay Distribution

Department	Other Essential Personnel	Non First Responders	First Responders or Coroners
Administrator	✓		
Animal Services	✓	✓	
ARC Law Dept	✓		
Augusta Regional Airport	✓		✓
Board Of Elections	✓		
Central Services	✓		
Civil Court	✓		
Civil/Magistrate Court	✓		
Clerk Of Commission	✓		
Clerk Of Superior Court	✓		
Compliance	✓		
Coroner	✓		✓
District Attorney	✓		
E911 Communication Services	✓		✓
Emergency Mgmt			✓
Engineering	✓	✓	
Environmental Services	✓	✓	
Extension Services	✓		
Finance	✓		
Augusta Fire Department	✓	✓	✓
Housing & Community Dev.	✓		
Human Resources	✓		
Information Technology	✓		
Jury Services	✓		
Juvenile Court	✓		
Land Bank Authority	✓		
Law Library	✓		
Marshal's Office	✓	✓	✓
Mayor	✓		
Parks and Recreation	✓		
Planning & Development	✓	✓	
Probate Court	✓		
Procurement	✓		
Public Defender	✓		
RCCI	✓	✓	✓
Sheriff's Office	✓	✓	✓
State Court	✓		
State Court Solicitor	✓		
Superior Court	✓		
Tax Assessor	✓		
Tax Commissioner	✓		
Transit	✓		
Utilities	✓		



OFFICE OF THE ADMINISTRATOR

Odie Donald, II MBA
Administrator

Date: October 6, 2021

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

From: Odie Donald II, Administrator 

Subject: Premium Pay FAQs + Cheat Sheet

Background

On August 19, 2021, the Augusta Commission approved a plan to provide supplemental and premium compensation benefits in compliance with the American Rescue Plan Act (ARPA) and the Augusta Rescue Plan (ARP) based on certain criteria. The three approved actions are:

1. Payout of COVID 19 Vacation hours accrued
2. One-time premium pay amount to essential employees
3. Hourly wage adjustments and pay changes required to address compression caused by these adjustments

Following the announcement, the Office of the City Administrator (OCA) received a few emails and calls related to implementation. It should be noted that Augusta has chosen a posture of open service delivery, and is the only local jurisdiction of record to implement premium pay provisions and one other (DeKalb County) on public safety pay. The Governor's Office is one example of a program that provides a supplement for traditional public safety and first responders. Although the Governor's Office has announced the program ([Gov. Kemp Announces Bonus for Georgia Public Safety Officials and First Responders | Governor Brian P. Kemp Office of the Governor](#)), as of today it is not live, nor have the specifics been released. Once they are, we will apply to add yet another benefit for our eligible staff members.

While Augusta's categories and basis for providing the supplement is similar to the Governor's, our service deliver posture has allowed us to expand our initiative beyond that of like programs. In an effort to provide further clarity on who qualifies, and for which benefit(s), staff has

Augusta-Richmond County
Municipal Building
Administrator's office
535 Telfair Street, Suite 910
Augusta, Georgia 30901
Office (706) 821-2898 Fax (706) 821-2819
www.augustaga.gov

provided an additional attachment that clearly signifies recipients. An update will also be provided for information purposes during the upcoming Committee cycle.

GENERAL QUESTIONS

Question 1: What is the timeline for when the various payouts will be distributed?

- **October 8- COVID 19 vacation** payments will be received. This is a regularly scheduled pay date, and this payment will be separate from the employee's normal check.
- **October 22- One-time premium payment** \$2,500/\$1,250/\$500/\$250 will be received. This is a regularly scheduled pay date, and his payment will be separate from the employee's normal check.
- **November 19- Implementation of hourly wage adjustments.** This will be included in the employee's normal check.

Question 2: Will the amounts for the one-time COVID 19 Vacation and Premium payments be included on my W-2?

Yes. These payments are considered gross wages and as such are reported along with the employee's regular wages on their W-2.

COVID 19 VACATION PAYMENT

Question 3: What is the one-time Covid-19 Vacation Payout?

Due to the Covid-19 pandemic, the Commission lifted the cap on maximum hours that employees were able to accrue. When the cap was reinstated on March 6, 2021, those excess hours were placed in a separate leave pool. Those hours will now be paid to employees who have hours in that pool.

Question 4: What deductions will be taken from the COVID-19 vacation payment amount?

Required Federal and State taxes, FICA and Medicare deductions will be applied. As a lump sum vacation payment, no pension deductions will be taken nor are these wages used to calculate benefits earned.

Question 5: Can I leave my hours in the pool or add hours from my regular vacation hours?

No.

Question 6: Will this payment be "lumped in" with my regular paycheck?

No. The COVID 19 Vacation hours will be processed separately. Employees will receive a separate direct deposit or check depending on their current payment election.

Question 7: I have more than one bank account for my direct deposit. Where will the funds go?

The entire payment will be deposited into the primary account on the employee's record. The payment will not be split into multiple accounts.

ONE-TIME PREMIUM PAYMENT

Question 8: Who gets the one-time Premium Payment?

The City of Augusta has defined employees who will receive a one-time payment due to the Covid-19 pandemic as follows:

- Public Safety Personnel who serve in a non-clerical role:
 1. *One-time payment of \$2,500 to full-time first responders, 911 communication officers, and deputy coroners.* These offices and departments include:*
 - a. Augusta Georgia Fire Department
 - b. Richmond County Sheriff's Office
 - c. Richmond County Marshal's Office
 - d. Richmond County Correctional Institution
 - e. Augusta Regional Airport ARFF Department
 - f. Augusta 911 Emergency Services
 - g. Coroner's Office
 2. *One-time payment of \$1,250 to non-first responders, code enforcement officials, animal control officers, and part-time first responders.* These offices and departments include:*
 - a. Animal Services
 - b. Augusta 911 Emergency Services
 - c. Augusta Georgia Fire Department
 - d. Code Enforcement
 - e. Coroner's Office
 - f. Richmond County Marshal's Office
 - g. Richmond County Sheriff's Office
 - h. Richmond County Correctional Institution
- * Individuals serving in an administrative support or clerical role in a public safety department or office have been identified as other government personnel.
- Other Government Personnel include employees who regularly perform in-person work, interact with others at work or physically handle items handled by others. These individuals will receive the following:
 1. One-time payment of \$500 to other full-time employees
 2. One-time payment of \$250 to other part-time employees

Question 9: What deductions will be taken from the Premium payment amount?

Required Federal and State taxes, FICA, Medicare deductions, and pension deductions will be applied.

Question 10: Will this premium payment be “lumped in” with my regular paycheck?

No. The one-time premium payment will be processed separately. Employees will receive a separate direct deposit or check depending on their current payment election.

Question 11: I have more than one bank account for my direct deposit. Where will the funds go?

The entire payment will be deposited into the primary account on the employee’s record. The payment will not be split into multiple accounts.

Question 12: Did I have to be employed as of a certain date to qualify for the premium pay?

Yes. City of Augusta employees who qualify for any of these one-time payments were hired on or before August 19, 2021.

WAGE ADJUSTMENTS

Question 13: Will there be a change in pay rates?

- Providing supplemental pay via the ARPA and ARP provisions increases the minimum hourly rates to a minimum of \$15.00 per hour. ARPA funds are available through 2024 at which time administration and the Augusta Commission has publicly committed to fund permanently.
- Providing the hourly rate supplement affects employee salaries for Grades 1-11 and Fire Fighters Grades 13-20.



**Administrative Services Committee Meeting
10/12/2021 1:10 PM
Public Safety and Premium Pay Implementation**

Department: Administrator's Office

Presenter: City Administrator Donald

Caption: Receive an Update on Public Safety & Premium Pay implementation, and consideration to authorize the Administrator to coordinate Augusta's application to the Governor's Public Safety Officials and First Responder Initiative (Administrator).

Background: On August 19, 2021, the Augusta Commission approved a plan to provide supplemental and premium compensation benefits in compliance with the American Rescue Plan Act (ARPA) and the Augusta Rescue Plan (ARP) based on certain criteria. The three approved actions are: Payout of COVID 19 Vacation hours accrued One-time premium pay amount to essential employees Hourly wage adjustments and pay changes required to address compression caused by these adjustments Augusta is the only local jurisdiction of record to implement premium pay provisions and one other (DeKalb County) on public safety pay. The Governor's Office is one example of a program that provides a supplement for traditional public safety and first responders. Although the Governor's Office has announced the program (Gov. Kemp Announces Bonus for Georgia Public Safety Officials and First Responders | Governor Brian P. Kemp Office of the Governor), as of today it is not live, nor have the specifics been released. Once they are, staff requests authority to apply and add yet another benefit for eligible staff members.

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission
