



Administrative Services Committee Commission Chamber- 2/11/2013- 1:05 PM
Meeting

ADMINISTRATIVE SERVICES

1. An Ordinance to amend the Augusta Georgia Code for the purpose of providing a uniform policy for the naming and renaming of buildings and properties owned by Augusta, Georgia. (Referred from January 28 Administrative Services Committee) ☐ [Attachments](#)
2. Motion to approve the minutes of the Administrative Services Committee held on January 28, 2013. ☐ [Attachments](#)
3. Motion to update Code provisions relating to employees or public officials participation as subcontractors on Augusta, Georgia projects. ☐ [Attachments](#)
4. Motion to approve proposed procedure for authorization of Agreements/Contracts for the Housing and Community Development Department for Program Year 2013 and ask the Law Department to update the bylaws for the HCD Citizens Advisory Committee. (Approved by Administrative Services Committee January 7, 2013) (No action in Commission meeting January 15, 2013) ☐ [Attachments](#)
5. Motion to approve proposed procedure for authorization of Agreements/Contracts for the LaneyWalker/Bethlehem Redevelopment by the City Administrator and Mayor and ask the Law Department to update the bylaws for the HCD Citizens Advisory Committee. (Approved by Administrative Services Committee January 7, 2013) (No action in Commission meeting January 15, 2013) ☐ [Attachments](#)
6. Discuss any contracts that are up for renewal this year to be put out for RFP and to discuss using a contract specialist/procurement specialist. (Requested by Commissioner Guilfoyle) ☐ [Attachments](#)

7. Update from staff regarding the status of the Disparity Study. ☐ [Attachments](#)
(Requested by Commissioner Williams)
8. Update from staff regarding the relocation of Hyde Park residents. ☐ [Attachments](#)
(Requested by Commissioner Williams)
9. Receive a report from staff regarding the cost impact of adding Veterans Day as a paid holiday for all Augusta, Georgia Employees. ☐ [Attachments](#)
(Requested by Commissioner Lockett) (Referred from January 28 Administrative Services Committee)

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Administrative Services Committee Meeting
2/11/2013 1:05 PM
Building and Property Naming and Renaming Policy

Department: Planning and Development

Caption: An Ordinance to amend the Augusta Georgia Code for the purpose of providing a uniform policy for the naming and renaming of buildings and properties owned by Augusta, Georgia. (Referred from January 28 Administrative Services Committee)

Background: Naming of building and properties has been done on an unorganized case by case basis. The Administrator requested the Department to review other ordinances and propose a policy for Augusta.

Analysis: Naming of building and properties has been done on an unorganized case by case basis. The Administrator requested the Department to review other ordinances and propose a policy for Augusta.

Financial Impact: None

Alternatives: Approve changes as needed or take no action

Recommendation: Approve

Funds are Available in the Following Accounts: None

REVIEWED AND APPROVED BY:

ORDINANCE _____

An Ordinance to amend the Augusta Georgia Code for the purpose of providing a uniform policy for the naming and renaming of building and properties owned by Augusta, Georgia:

THE AUGUSTA, GEORGIA COMMISSION HEREBY ORDAINS:

Section I: The Augusta Commission hereby ordains that the Code be amended to include the following policies:

CHAPTER 10
BUILDING AND PROPERTY NAMING/RENAMING POLICY

8-10-1 PURPOSE

The purpose of this article is to provide a uniform policy for the naming and renaming of buildings and properties owned by Augusta, Georgia. After the effective date of this article, no building or property whether owned at that time by Augusta, Georgia, or subsequently constructed, developed, or acquired by Augusta, Georgia, shall be assigned a name or renamed unless it is done pursuant to this article. This article shall apply to buildings, parts of buildings, bridges, parks, and any other property owned by Augusta, Georgia except for streets, roads, alleys or similar thoroughfares.

8-10-2 GUIDELINES

These guidelines shall be followed when the naming or renaming of buildings or properties is to be considered:

- (a) Names of such buildings or properties shall be based upon geographical, historical, ecological, or functional factors. Buildings and properties may also be named or renamed for persons who have made significant monetary or land contributions or other significant contributions to the well-being and betterment of Augusta, Georgia.
- (b) Buildings or properties shall not be named or renamed for living persons with the exception of living persons who have made a significant monetary contribution to the development of a public building or contributed land with the intent and agreement of the Augusta Commission that said building or property will be named for the contributor, or except for other extraordinary circumstances.
- (c) Renaming of buildings or properties should not be considered unless overwhelming evidence is provided by a proponent that the existing name lacks significance and that the proposed name bears significant importance to the well-being and betterment of Augusta, Georgia.

- (d) Renaming of buildings or properties shall not be considered for at least 50 years after naming unless there are extraordinary circumstances.

8-10-3 PROCEDURES

- (a) The naming or renaming of a public building or property may be proposed in the following manner:
- (1) Members of the Augusta Commission may recommend a name.
 - (2) Staff of the Augusta Commission may recommend a name.
 - (3) The Commission may set in place a public process for soliciting input in the naming; or
 - (4) Any person, firm, or associates may propose a name.
- (b) The naming or renaming of a public building or property shall be submitted to the City Administrator on forms provided by that office and accompanied by the necessary documentation. The purpose of the documentation is to provide a full background on the proposed names. The City Administrator shall consult with the City Engineer, Planning and Development Director, and the Facilities Director regarding the proposed name after the information has been received.
- (c) The City Administrator shall cause a public hearing to be held regarding the proposed name after giving at least 15 days' notice consisting of an advertisement in the legal organ and a sign placed upon the property. Such public hearings may be held as an item on the agenda of the Augusta Planning Commission.
- (d) The City Administrator shall meet after the public hearing with the City Engineer, Planning and Development Director, and the Facilities Director and cause a report to be prepared which includes a recommendation for the naming or renaming of a public building or property.
- (e) The report of the City Administrator shall be distributed to the proposer of the name as well as to all members of the Augusta Commission. It shall be placed on the next possible agenda of the Administrative Services Committee. Administrative Services will make a recommendation to the full Augusta Commission, which will make the final decision.

Section II. All Ordinance or parts of Ordinance in conflict with this Ordinance are hereby repealed.

Done in Open Meeting under the Common Seal thereof this ____ day of _____, 2013.

APPROVED THIS _____, 2013.

Mayor _____

ATTEST:



**Administrative Services Committee Meeting
2/11/2013 1:05 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Administrative Services Committee held on January 28, 2013.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 1/28/2013

ATTENDANCE:

Present: Hons. Lockett, Chairman; Davis, Vice Chairman; Fennoy and Jackson, members.

Absent: Hon. Deke Copenhaver, Mayor.

ADMINISTRATIVE SERVICES

- | | |
|--|--|
| 1. Motion to approve two (2) annual bid items. The items require Commission approval due to the fact that purchases on the individual items will exceed \$25,000.00 per order. | Item
Action:
Rescheduled |
|--|--|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the full Commission with no recommendation. Motion Passes 4-0.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes

- | | |
|--|--|
| 2. An Ordinance to amend the Augusta Georgia Code for the purpose of providing a uniform policy for the naming and renaming of buildings and properties owned by Augusta, Georgia. | Item
Action:
Rescheduled |
|--|--|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the Law Department for review and return to this committee at the next meeting.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes

Motion Passes 4-0.

3. Motion to approve Commission 2013 goals and objectives.

**Item
Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to a work session. Motion Passes 4-0.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes

4. Discuss department heads' contracts. (Requested by Commissioner Williams)

**Item
Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to a work session. Motion Passes 4-0.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes

5. Receive an update on Human Resources. (Requested by Commissioner Williams)

**Item
Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to a work session. Motion Passes 4-0.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes

6. Receive a report from the Law Department regarding their expenditures for professional services in 2012. (Requested by Commissioner D. Smith)

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Delete	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes
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7. Motion to approve the minutes of the Administrative Services Committee held on January 7, 2013. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes

8. Receive a report from staff regarding the cost impact of adding Veterans Day as a paid holiday for all Augusta, Georgia Employees. (Requested by Commissioner Lockett) (Referred from January 7 Administrative Services Rescheduled Committee) **Item Action:**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to approve asking the Administrator or whoever has the numbers for this item to provide them to the next committee meeting. Motion Passes 4-0.	Commissioner Joe Jackson	Commissioner William Fennoy	Passes

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**Administrative Services Committee Meeting
2/11/2013 1:05 PM
Participation as Subcontractor Augusta, GA Projects**

Department: Law

Caption: Motion to update Code provisions relating to employees or public officials participation as subcontractors on Augusta, Georgia projects.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GA CODE ARTICLE ONE, CHAPTER ONE, SECTIONS 1-1-27 AND 1-1-23 RELATING TO EMPLOYEE OR PUBLIC OFFICIAL CONFLICTS OF INTEREST RELATED TO COUNTY EMPLOYEES OR PUBLIC OFFICIALS PARTICIPATING DIRECTLY OR INDIRECTLY IN PROCUREMENT CONTRACTS AND RULES OF CONDUCT FOR EMPLOYEES AND PUBLIC OFFICIALS OF AUGUSTA; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, it is the desire of the Augusta, Georgia Commission to update Code provisions relating to employee or public official conflict participating directly or indirectly in procurement contracts so as to allow employees or public officials to participate as subcontractors on Augusta, Georgia projects, provided the employee or public official operates (or has a legal interest in) a regularly established business enterprise which, when selling such goods or services, meets all legal requirements connected therewith concerning the submission of bids, posting bonds, the quality of goods and services, and all other requirements of the transaction; and

WHEREAS, based on the foregoing, the Augusta, Georgia Commission recommends amending Article One, Chapter One, Sections 1-1-27 and 1-1-23 of the AUGUSTA, GA. CODE.

THE AUGUSTA, GEORGIA BOARD OF COMMISSIONERS ordains as follows:

SECTION 1. AUGUSTA, GA. CODE Sec. 1-1-27 Employee or Public Official Conflict of Interest as set forth in the AUGUSTA, GA. CODE, readopted July 10, 2007, is hereby amended by striking this section in its entirety as set forth in "Exhibit A" hereto and inserting in lieu thereof new Code Sec. 1-1-27 as set forth in "Exhibit B" hereto.

SECTION 2. AUGUSTA, GA. CODE Sec. 1-1-23 Rules of conduct for employees and public officials of Augusta as set forth in the AUGUSTA, GA. CODE, readopted July 10, 2007, is hereby amended by striking this section in its entirety as set forth in "Exhibit C" hereto and inserting in lieu thereof new Code Sec. 1-1-23 as set forth in "Exhibit D" hereto.

SECTION 3. This ordinance shall become effective upon its adoption in accordance with applicable laws.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted this ____ day of _____, 2013.

David S. Copenhagen
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission
Seal:

CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Ordinance was duly adopted by the Augusta, Georgia Commission on _____, 2013 and that such Ordinance has not been modified or rescinded as of the date hereof and the undersigned further certifies that attached hereto is a true copy of the Ordinance which was approved and adopted in the foregoing meeting(s).

Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronicle.

Date: _____

First Reading _____

Second Reading _____

Item # 3

Exhibit A

~~Sec. 1-1-27. Employee or public official conflict of interest.~~

~~It shall be unethical for any Augusta Richmond County employee or public official, as defined in the Augusta Richmond County Code section 1-1-22(e)(8), to *transact any business* or participate directly or indirectly in a procurement contract when the employee or public official knows that:~~

- ~~(a) The employee or public official or any member of the employee's or public official's immediate family has a *substantial interest or financial interest* pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the Commission or other Augusta Richmond County employee has a financial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25;~~
- ~~(b) Any other person, business, or organization with whom the employee or public official or any member of an employee's or public official's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.~~

~~An employee or public official or any member of an employee's or public official's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.~~

~~(Ord. No. 6239, § 2, 1-18-00)~~

Exhibit B

Sec. 1-1-27. Employee or public official conflict of interest.

It shall be unethical for any Augusta, Georgia employee or public official, as defined in the AUGUSTA, GA. CODE section 1-1-22(c)(8), to transact any business or participate directly in a procurement contract when the employee or public official knows that:

- (a) The employee or public official or any member of the employee's or public official's immediate family has a substantial interest or financial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the Commission or other Augusta-Richmond County employee has a financial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25;
- (b) Any other person, business, or organization with whom the employee or public official or any member of an employee's or public official's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- (c) The provisions of this section shall not apply to transactions where the employee or public official (or any member of the employee's or public official's immediate family) is acting as a sub-contractor on a procurement contract and will not have a direct contractual relationship with Augusta, Georgia.
 - (1) In connection with any actual or possible conflict of interest, an interested employee or public official must disclose to the Director of the Augusta, Georgia Procurement Department the existence and extent of the financial interest. Interested public official shall abstain from voting on matters in which the public official has a direct or indirect substantial interest or financial interest pertaining to the procurement contract.
 - (2) Any employee or public official acting or seeking to act (or having an immediate family member acting or seeking to act) as a sub-contractor pursuant to this subsection shall not attempt in any way to influence the selection of the prime contractor and shall not vote on the selection of the prime contractor.
 - (3) Except as may be specifically provided herein, nothing in this section shall be construed to alter or eliminate the requirements of AUGUSTA, GA. CODE Section 1-1-23(c)(1) or other requirements of local, state and federal laws.

- (d) An employee or public official or any member of an employee's or public official's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

Exhibit C

~~Sec. 1-1 23. Rules of conduct for employees and public officials of Augusta.~~

~~Employees and public officials of Augusta shall perform their official duties in such a manner as to promote the best interest of the public. To help ensure the proper performance of their duties, the following Rules of Conduct are adopted.~~

~~(a) Receipt of gifts by employees and public officials prohibited; reporting; disposition.~~

- ~~(1) An employee or public official, or any other person on his or her behalf, is prohibited from knowingly accepting and retaining, directly or indirectly, a gift from a lobbyist, vendor, or any other person seeking to influence official action. If a gift has been accepted, it must be either returned to the donor or transferred to a charitable organization. However, a gift may be accepted by an employee or public official on behalf of Augusta, the agency, or the Mayor and Commission. If the gift is accepted, the person receiving the gift shall not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift.~~
- ~~(2) An employee who accepts a gift for an agency or for the Mayor and Commission must file a report, no later than the last day of each quarter in which a reportable gift is made. The report shall be filed with the employee's agency head and in the case of the Mayor and Commission with the Clerk of the Commission. The report must contain a description of each gift, the name and address of the recipient of the gift, and the date such gift is given. The donor shall be notified that the gift will be reported, but a single gift need not be reported by more than one employee.~~
- ~~(3) A public official who accepts a gift for an agency or for the Mayor and Commission must file a report with the Clerk of the Commission not later than February 1, 2001, and not later than February 1 of each year thereafter, and shall cover the preceding calendar year. The report must contain a description of each gift, the name and address of the donor of the gift, and the date such gift is given. The donor shall be notified that the gift will be reported, but a single gift need not be reported by more than one (1) employee.~~

~~(b) Conflict of interest prohibited.~~

- ~~(1) An employee or public official shall not knowingly use his or her position in any manner which will result in the receipt of a financial benefit or gift, direct or indirect, to the employee, the employee's relatives, the public official, the public official's relatives, or an individual with whom the employee or public official has a financial interest or a business with which the employee or public official has a financial interest.~~

~~(A) These rules shall not be applicable to financial and other benefits derived by an employee or public official that he or she would enjoy to an extent no greater than that which other citizens of Georgia would or could enjoy.~~

~~(B) These rules shall not be applicable to financial and other benefits rightfully gained by an employee or public official pursuant to the proper performance of his or her official responsibilities.~~

~~(C) These rules shall not be applicable to the exceptions to prohibited transactions set forth in O.C.G.A. §§ 45-10-23 and 45-10-25.~~

~~(D) These rules shall not be applicable to such further exceptions as may be made on a case-by-case basis upon application to the Augusta-Richmond County Commission.~~

~~(2) An employee or public official shall not directly or knowingly ask, accept, demand, extract, solicit, seek or assign or receive a financial benefit or gift for himself or herself or for another person in return for being influenced in the discharge of his or her official responsibilities.~~

~~(3) An employee or public official shall not solicit or receive a financial benefit, or a gift other than a financial benefit received by the employee or public official for acting in his or her official capacity, for advice or assistance given in the course of carrying out the employee's official responsibilities.~~

~~(4) An employee or public official shall not use or disclose information gained in the course of, or by reason of, his or her official responsibilities in a way that would affect a personal financial interest of the employee, an employee's relative, the public official, the public official's relative or a person with whom, or business with which, the employee or public official shares a financial interest.~~

~~(5) An employee shall not cause the employment, appointment, promotion, transfer, or advancement of a relative to an employment position which the employee directly supervises or manages. An employee or public official shall not participate in an action relating to the disciplining of a relative. Nothing herein shall be construed to affect Augusta's nepotism policy as contained in its Personnel Policies and Procedures.~~

~~(c) Appearance of conflict.~~

~~(1) Except as otherwise provided in AUGUSTA, GA. CODE Section 1-1-27(c), an employee or public official shall make every reasonable effort to avoid even the appearance of a conflict of interest. An appearance of conflict exists when a reasonable person would conclude from the circumstances that the employee's or public official's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a legal conflict of interest.~~

~~(2) An employee or public official shall recuse himself or herself from participation in any official proceeding in which the employee's or public official's impartiality might reasonably be questioned due to the employee's or public official's personal or financial relationship with any participant in the proceeding, including an owner, shareholder, partner, employee, or agent of a business entity involved in the proceeding. If the employee or public official is uncertain whether the relationship justifies recusal, then the employee or public official shall disclose the relationship to the person presiding over the proceeding. The presiding officer shall determine the extent to which, if any, the employee or public official will be permitted to participate. If the presiding officer is the affected employee or public official, he or she shall relinquish the chair to a substitute who shall make the determination.~~

~~(d) Other rules of conduct.~~

~~(1) The agency head shall make a due and diligent effort to determine whether he or she has a conflict of interest or appearance of conflict before taking any action.~~

~~(2) The agency head shall continually monitor, evaluate, and manage his or her personal, financial, and professional affairs to ensure the absence of conflicts of interests and appearance of conflicts.~~

~~(e) Augusta shall not pay lodging costs, meal costs, transportation costs, entrance fees, admission fees, or for other tickets for anyone other than the employee unless such person has specific approval from the City Administrator or agency head, as applicable, for such person to accompany the employee on such trip, nor shall Augusta pay for such expenses for anyone representing the Mayor or members of the Commission, without specific approval of the Augusta-Richmond County Commission.~~

Exhibit D

Sec. 1-1-23. Rules of conduct for employees and public officials of Augusta.

Employees and public officials of Augusta shall perform their official duties in such a manner as to promote the best interest of the public. To help ensure the proper performance of their duties, the following Rules of Conduct are adopted.

(a) Receipt of gifts by employees and public officials prohibited; reporting; disposition.

- (1) An employee or public official, or any other person on his or her behalf, is prohibited from knowingly accepting and retaining, directly or indirectly, a gift from a lobbyist, vendor, or any other person seeking to influence official action. If a gift has been accepted, it must be either returned to the donor or transferred to a charitable organization. However, a gift may be accepted by an employee or public official on behalf of Augusta, the agency, or the Mayor and Commission. If the gift is accepted, the person receiving the gift shall not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift.
- (2) An employee who accepts a gift for an agency or for the Mayor and Commission must file a report, no later than the last day of each quarter in which a reportable gift is made. The report shall be filed with the employee's agency head and in the case of the Mayor and Commission with the Clerk of the Commission. The report must contain a description of each gift, the name and address of the recipient of the gift, and the date such gift is given. The donor shall be notified that the gift will be reported, but a single gift need not be reported by more than one employee.
- (3) A public official who accepts a gift for an agency or for the Mayor and Commission must file a report with the Clerk of the Commission not later than February 1, 2001, and not later than February 1 of each year thereafter, and shall cover the preceding calendar year. The report must contain a description of each gift, the name and address of the donor of the gift, and the date such gift is given. The donor shall be notified that the gift will be reported, but a single gift need not be reported by more than one (1) employee.

(b) Conflict of interest prohibited.

- (1) An employee or public official shall not knowingly use his or her position in any manner which will result in the receipt of a financial benefit or gift, direct or indirect, to the employee, the employee's relatives, the public official, the public official's relatives, or an individual with whom the employee or public official has a financial interest or a business with which the employee or public official has a financial interest.

- (A) These rules shall not be applicable to financial and other benefits derived by an employee or public official that he or she would enjoy to an extent no greater than that which other citizens of Georgia would or could enjoy.
 - (B) These rules shall not be applicable to financial and other benefits rightfully gained by an employee or public official pursuant to the proper performance of his or her official responsibilities.
 - (C) These rules shall not be applicable to the exceptions to prohibited transactions set forth in O.C.G.A. §§ 45-10-23 and 45-10-25.
 - (D) These rules shall not be applicable to such further exceptions as may be made on a case-by-case basis upon application to the Augusta, Georgia Commission.
- (2) An employee or public official shall not directly or knowingly ask, accept, demand, extract, solicit, seek or assign or receive a financial benefit or gift for himself or herself or for another person in return for being influenced in the discharge of his or her official responsibilities.
 - (3) An employee or public official shall not solicit or receive a financial benefit, or a gift other than a financial benefit received by the employee or public official for acting in his or her official capacity, for advice or assistance given in the course of carrying out the employee's official responsibilities.
 - (4) An employee or public official shall not use or disclose information gained in the course of, or by reason of, his or her official responsibilities in a way that would affect a personal financial interest of the employee, an employee's relative, the public official, the public official's relative or a person with whom, or business with which, the employee or public official shares a financial interest.
 - (5) An employee shall not cause the employment, appointment, promotion, transfer, or advancement of a relative to an employment position which the employee directly supervises or manages. An employee or public official shall not participate in an action relating to the disciplining of a relative. Nothing herein shall be construed to affect Augusta's nepotism policy as contained in its Personnel Policies and Procedures Manual.
- (c) Appearance of conflict.
- (1) Except as otherwise provided for in AUGUSTA, GA. CODE Section 1-1-27(c), an employee or public official shall make every reasonable effort to avoid even the appearance of a conflict of interest. An appearance of conflict exists when a reasonable person would conclude from the circumstances that the employee's or public official's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a legal conflict of interest.

- (2) An employee or public official shall recuse himself or herself from participation in any official proceeding in which the employee's or public official's impartiality might reasonably be questioned due to the employee's or public official's personal or financial relationship with any participant in the proceeding, including an owner, shareholder, partner, employee, or agent of a business entity involved in the proceeding. If the employee or public official is uncertain whether the relationship justifies recusal, then the employee or public official shall disclose the relationship to the person presiding over the proceeding. The presiding officer shall determine the extent to which, if any, the employee or public official will be permitted to participate. If the presiding officer is the affected employee or public official, he or she shall relinquish the chair to a substitute who shall make the determination.
- (d) Other rules of conduct.
- (1) The agency head shall make a due and diligent effort to determine whether he or she has a conflict of interest or appearance of conflict before taking any action.
- (2) The agency head shall continually monitor, evaluate, and manage his or her personal, financial, and professional affairs to ensure the absence of conflicts of interests and appearance of conflicts.
- (e) Augusta shall not pay lodging costs, meal costs, transportation costs, entrance fees, admission fees, or for other tickets for anyone other than the employee unless such person has specific approval from the City Administrator or agency head, as applicable, for such person to accompany the employee on such trip, nor shall Augusta pay for such expenses for anyone representing the Mayor or members of the Commission, without specific approval of the Augusta, Georgia Commission.



Administrative Services Committee Meeting

2/11/2013 1:05 PM

Proposed Procedure for Authorization of Agreements/Contracts for the Housing and Community Development Department for Program Year 2013

Department: Housing and Community Development Department (AHCDD)

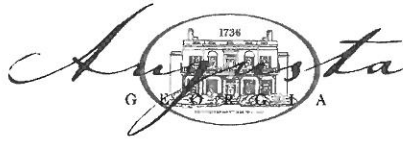
Caption: Motion to approve proposed procedure for authorization of Agreements/Contracts for the Housing and Community Development Department for Program Year 2013 and ask the Law Department to update the bylaws for the HCD Citizens Advisory Committee. (Approved by Administrative Services Committee January 7, 2013) (No action in Commission meeting January 15, 2013)

Background: Each year the City receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership (HOME), and Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program (NSP 1 and 3), and Homeless Prevention and Rapid Re-Housing Program (HPRP) funds from the U. S. Department of Housing and Urban Development. These funds are used to fund agencies and projects to assist low to moderate income persons and revitalize low-income neighborhoods. The Housing and Community Development Department (HCDD) annually solicits proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan that is presented to the Augusta Commission for approval. To carry out the projects presented in the Action Plan, HUD requires the City to have agreements with each agency that is to be funded. If a project involves construction, a construction contract and/or professional service contracts may also be required. HUD regulations require grantees to meet a federally mandated spend-down threshold (Timeliness Standard). It is calculated by HUD each year at the end of October. In the past, Augusta has been challenged with complying with this regulation and has faced funding reductions for its failure to comply. Unfortunately, Congress failure to approve a federal budget in a timely manner for its entitlement communities to receive grant agreements early in the year is not an acceptable reason for failing to meet this expenditure requirement. As you will note by Attachment 1 (Funding Approval/Agreement), Cover Memo
Augusta did not receive its approved agreement until mid-April of
Item # 4

this year (2012). Funds were not available until mid-May. On October 5, 2012 we received an email from the Atlanta Director of HUD's Office of Community Planning and Development (Attachment 2), stating concerns that our rate of expending funds would cause us to not meet the spend-down mandate. I am happy to state that we "met" the spend-down mandate. This was due to the contract/agreement approval process that was approved by the Commission on July 10, 2007, see Attachment 3. To facilitate the execution of agreements/contracts, we are proposing the following Agreement/Contract Execution Procedure for the Housing and Community Department for Program Year 2013: Once the Consolidated Plan/Action Plan is approved by Commission: Mayor will be given authorization to execute all necessary Grant Agreements relative to the approved Consolidated Plan/Annual Plan as required by HUD; The Mayor, City Administrator and Director of HCDD will be given authorization to execute all the necessary agency grant agreements and contracts required to implement the Consolidated Plan/Annual Action Plan as approved by the Commission. All documents other than Forms HUD-7082 and HUD-40093 which require only the Mayor's signature, must require signatures of all (3) parties. All City of Augusta Procurement Policies will be complied with and acknowledgement given by the appropriate staff of the Procurement Department.

Analysis:	The current process has worked well. However, it is the recommendation of Legal Counsel that the process should be approved with the time frame specified as referenced (Program Year 2013).
Financial Impact:	Approval of the proposed procedure will facilitate the expenditure of funds in a timely manner so as to comply with HUD's Timeliness Standard.
Alternatives:	None recommended.
Recommendation:	Approve Procedure for Authorization of Agreements/Contracts for the Housing and Community Development Department.
Funds are Available in the Following Accounts:	Funds are available in the respective HUD Program Accounts.

REVIEWED AND APPROVED BY:



HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

Chester A. Wheeler, III
Director

Attachment #1

Funding Approval/Agreement (copy of)

Attachment 1

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No.
2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Augusta, Georgia		3a. Grantee's 9-digit Tax ID Number: 58-2204274	3b. Grantee's DUNS Number: 073438418	4. Date use of funds may begin (mm/dd/yyyy): 01/01/2012
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 530 Greene Street Augusta, Georgia 30911		5a. Project/Grant No. 1 B-12-MC-13-0003		6a. Amount Approved \$1,723,227
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

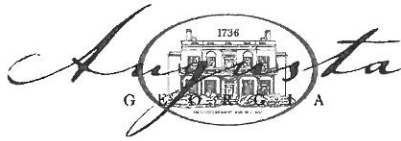
U.S. Department of Housing and Urban Development (By Name) Mary H. Presley		Grantee Name City of Augusta, Georgia												
Title Director, Office of Community Planning and Development		Title Mayor												
Signature <i>Mary H. Presley</i>	Date (mm/dd/yyyy) 04/04/2012	Signature <i>[Signature]</i>	Date (mm/dd/yyyy) 5/8/12											
7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 11/15/2011	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number											
		9b. Date Grantee Notified (mm/dd/yyyy) APR 19 2012												
		9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2012												
		11. Amount of Community Development Block Grant												
		<table border="1"> <tr> <td>a. Funds Reserved for this Grantee</td> <td>FY (12)</td> <td>FY ()</td> <td>FY ()</td> </tr> <tr> <td>b. Funds now being Approved</td> <td>\$1,723,227</td> <td></td> <td></td> </tr> <tr> <td>c. Reservation to be Cancelled (11a minus 11b)</td> <td></td> <td></td> <td></td> </tr> </table>			a. Funds Reserved for this Grantee	FY (12)	FY ()	FY ()	b. Funds now being Approved	\$1,723,227			c. Reservation to be Cancelled (11a minus 11b)	
a. Funds Reserved for this Grantee	FY (12)	FY ()	FY ()											
b. Funds now being Approved	\$1,723,227													
c. Reservation to be Cancelled (11a minus 11b)														

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	
12c. Name of Authorized Official for Designated Public Agency N/A	
Title N/A	
Signature	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

Chester A. Wheeler, III
Director

Attachment #2

CDBG Timeliness Standard (email from HUD Regional Office)

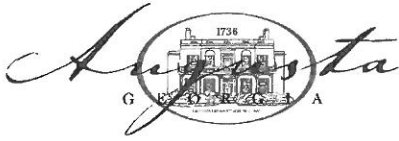
ATTACHMENT 2

Chester A. Wheeler

From: Presley, Mary D <mary.d.presley@hud.gov>
Sent: Friday, October 05, 2012 12:26 PM
To: Chester A. Wheeler
Cc: Karan Carter; Hand, Stephen F; Carter, Theodore; Wendy Ellis
Subject: IMPORTANT - CDBG Timeliness Standard

We are very concerned that as of today, the City of Augusta must expend \$615,952 in CDBG funds, by the end of October, in order to be in compliance with the CDBG timeliness standard. Your current CDBG timeliness ratio is 1.86 and you must have a ratio at or below 1.50 by the deadline. It is imperative that you meet this important deadline to ensure future funding is not jeopardized. Please call me immediately, if additional information is needed. Thank you.

*Mary Presley
Director
Office of Community Planning and Development
U.S. Department of HUD
Five Points Plaza
40 Marietta Street, NW, 15th Floor
Atlanta, GA 30303-2806
Telephone: (678) 732-2545
Fax: (404) 331-6997*

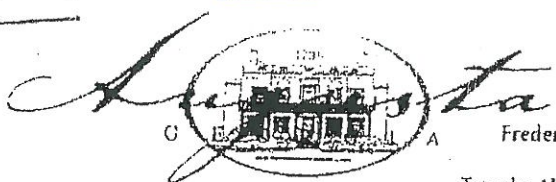


HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

Chester A. Wheeler, III
Director

Attachment #3

Commission approval of proposed procedure for authorization of agreements/contracts for AHCDD (July 10, 2007)

ATTACHMENT 3

Office Of The Administrator

Frederick L. Russell, Administrator

Tameka Allen, Interim Deputy Administrator
Robert Leverett, Interim Deputy Administrator

Room 801 - Municipal Building
530 Greene Street - AUGUSTA, GA. 30911
(706) 821-2400 - FAX (706) 821-2819
www.augustaga.gov

July 10, 2007

Mr. Chester Wheeler
Director - Housing & Community Development
925 Laney Walker Blvd.
Augusta, GA 30901

Dear Chester:

The Augusta-Richmond County Commission, at their regular meeting held on Tuesday, July 10, 2007, took action on the following items.

26. Approved Proposed Procedure for Authorization of Agreements/Contracts for the Housing and Community Development Department.
27. Approved the Reprogramming of \$1,032,392.14 in CDBG, HOME, ESG and HOPWA Funds and Change the Scope of Services for the Boys Club and Augusta Mini Theatre Projects; and that the Augusta Youth Center not be reprogrammed.

If you have any questions, please contact me.

Yours truly,

Tameka Allen
Interim Deputy Administrator

cc: Ms. Donna Williams

07-10-07: #26, #27



U. S. Department of Housing and Urban Development
Regional Director
Region IV

October 26, 2007

The Honorable Deke Copenhaver
Mayor
Augusta-Richmond County Consolidated Government
Municipal Building
530 Greene Street, Room 806
Augusta, GA 30911

Dear Mayor Copenhaver:

Congratulations! The Office of Community Planning and Development informed me that the City of Augusta has achieved compliance with the performance (timeliness) standard required by the Community Development Block Grant (CDBG) program. The timeliness standard requires that 60 days prior to the end of a grantee's current program year, the grantee may not have more than 1.5 times the amount of the current grant year funds available and undisbursed by the U.S. Treasury. The City has been non-compliant with this provision since November 2, 2004. The City's program year ends on December 31, 2007, and, as of October 18, 2007, the City's ratio was 1.47.

I commend your leadership and the diligent efforts of your staff in developing and implementing strategies that assisted the City in getting the CDBG program expenditures in compliance with the program requirements. Also, I encourage the City to maintain this expenditure rate, while continuing to improve efforts to develop viable, effective strategies that contribute to the overall revitalization of neighborhoods, particularly the provision of quality affordable housing.

We recognize that some of the factors that contributed to the timeliness situation were due to the lack of effective leadership in the Housing and Community Development Department, and the absence of a unified vision for neighborhood revitalization among the various community stakeholders. It appears that the City has taken actions to address these issues and is now in a position to move forward with the community development activities. The success of this effort will, to a large extent, depend on the ability of the City and its community stakeholders to jointly work together in carrying out comprehensive and coordinated revitalization efforts.

Again, I applaud your efforts and wish you continued success with all of the City's HUD-funded programs. If we can be of further assistance, please contact John Perry, Director, Office of Community Planning and Development, at (678) 732-2449.

Sincerely,

Bob Young
Regional Director

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

BY-LAWS CITIZENS ADVISORY COMMITTEE

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

ARTICLE I. DEFINITIONS

The following definitions shall apply to the terms below as they may appear throughout the by-laws:

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

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

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

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

HOME Investment Partnerships (HOME) – Federal program authorized for housing activities as a result of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended.

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

ARTICLE II. FUNCTIONS AND ROLE

1. The Citizens Advisory Committee shall act as a representative body for the citizens of Augusta, Georgia and serve in an advisory capacity to the Housing and Community Development Department (formerly known as Housing and Economic Development)

Citizen Advisory Committee By-Laws

Page 1 of 7

Item # 4

for all projects funded, or proposed to be funded, under the following HUD programs: Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Shelter Grant (ESG) and Housing Opportunities for People with AIDS (HOPWA).

2. The Citizens Advisory Committee shall be provided an opportunity to review and comment on the Five-Year Consolidated Plan and the Annual Action Plan, pursuant to relevant Federal laws and Guidelines. Such Plan(s) shall be submitted to the Augusta Commission and HUD for approval. As part of this responsibility, the Citizens Advisory Committee will be allowed to attend and observe different meetings with the public and neighborhood associations.
3. The Citizens Advisory Committee shall have the responsibility of reviewing all Citizenry comments submitted in regards to the expenditure of funding to the Housing and Community Development Department. The Citizens Advisory Committee shall serve as "a voice for the Citizens of Augusta, Georgia. All such comments will be submitted to the Housing and Community Development Department for consideration.
4. The Citizens Advisory Committee shall submit the Citizenry comments and concerns to the Director of the Housing and Community Development Department. Said concerns shall be taken under advisement and addressed in a manner deemed appropriate by the Augusta Housing and Community Development Department in consultation with the Augusta Commission.

ARTICLE III. MEMBERSHIP

1. **General:** The Committee shall consist of ten (10) members, each of whom shall represent one of the ten voting districts in Augusta, Georgia. Each member shall be nominated by the Commissioner representing the applicable voting district, and confirmed by the Augusta Commission. All members shall be residents of Augusta. Terms of office shall be four (4) years and coincide with the term of the appointing Commissioner. No member shall serve more than two (2) consecutive terms or eight (8) years.
2. **Officers:** The officers of the Citizens Advisory Committee shall consist of a Chair and a Vice-Chair.
 - a) The Chair and Vice-chair shall be elected by a majority vote of the Citizens Advisory Committee.

Citizen Advisory Committee By-Laws

- b) Terms of office for the Chair and Vice-chair shall be for one (1) year. The term shall run from January 1 of each year until December 31 of each year.
- c) No member shall serve more than two (2) consecutive terms as Chair or Vice Chair.
- d) The Chair shall preside at all Committee meetings. In the Chair's absence, the Vice-chair shall serve as Chair. In the absence of both the Chair and the Vice-chair, the most senior member of the committee shall preside. The presiding officer shall preserve order and decorum at all meetings while promoting discussion by all members in deliberations.
- e) Upon the resignation or disqualification of the Chair, the Vice-chair shall assume the chairmanship for the remainder of the unexpired term. The Committee shall elect a new Vice-chair at its next regular meeting.
- f) The Chair shall appoint any subcommittees found necessary to investigate any matters before the Committee.
- g) Election of the Committee officers shall be held during the regular meeting in December, with newly elected officers taking office in January of the following year. To be considered for office a committee member must have served on the Committee for at least one (1) calendar year.

The Citizen's Advisory Committee Chair may appoint a Secretary to assist in administrative duties of the committee. The Secretary shall serve pursuant to the same term provisions as the Chair.

ARTICLE IV. POINT OF CONTACT

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

ARTICLE V. VOTING

1. Each Committee member, including the Chair and Vice-chair, shall vote regarding the business of the Committee and the submission of comments from the Public. A committee member shall abstain from voting in the event of a conflict of interest.

The committee member shall state for the record the basis for the abstention and complete a Statement of Potential Conflict of Interest form.

2. Voting by proxy or absentee is prohibited.

ARTICLE VI. ATTENDANCE REQUIREMENTS

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

1. Any member who for reasons other than sickness or bona fide emergency misses (a) three (3) consecutive regular meetings or (b) thirty (30%) percent of all meetings within a calendar year shall be recommended for replacement. Any member who is unable to attend a meeting, whether regular or special, shall contact the Chair as soon as possible so that the Chair can determine and report to the members and Director whether or not a quorum can be established.
2. The Director, or designee, shall maintain a record of attendance for each committee member. The Director shall notify the individual, the Clerk of Commission and the appointing Commissioner after a member misses three (3) consecutive meetings or thirty (30%) percent of all meetings within a calendar year. The Director's letter of notice shall include a request to the appointing Commissioner to appoint a new member.
3. In the event of a violation of the attendance requirements, the Citizens Advisory Committee may vote to recommend to the Augusta Commission that a vacancy be declared and that the vacant position be filled in an expeditious manner.

Article VII. Quorum

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

Article VIII. Meetings

1. **Regular Meetings:** The Citizens Advisory Committee shall hold quarterly meetings on the fourth Thursday at the beginning of each quarter (January, April, July, and October). Said meetings will be at 3:00pm in the Conference Room of the Augusta Housing and Community Development Department, 925 Laney-Walker Blvd., Augusta, GA 30901, or

in any other designated meeting place, provided the location is specified in all notices required by law. If a regularly scheduled meeting occurs on a legal holiday, the Chair, with the concurrence of a majority of the Committee, may set an alternate date for the meeting. There will be an annual meeting in the month of December to elect new officers and conclude any outstanding business for that year.

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

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

2. Special Meetings: Special meetings of the Committee may be called at any time by the Chair. At least forty-eight (48) hours notice of the time and place of special meetings shall be given to each member of the Committee. The Director, or designee, shall have the responsibility of notifying the press and others as required by the Georgia Open and Public Meetings Act.

3. Cancellation of Meetings: Whenever there is no business for the Committee, the Chair may dispense with a regular meeting by giving notice to all members not less than twenty-four (24) hours prior to the time set for the meeting.

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

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

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

Article IX. Notice and Public Information

(1) The Director, or designee, shall be responsible for ensuring compliance with the Georgia Open Records and Open Meetings Act.

(2) The Director, or designee, is required to comply with the guidelines pertaining to matters of public notice and scheduling as provided by the Clerk of Commission.

Article X. Amendments

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

DRAFT

**RESOLUTION ADOPTING BYLAWS OF THE CITIZENS ADVISORY COMMITTEE
FOR AUGUSTA COMMUNITY DEVELOPMENT PROGRAMS**

BE IT RESOLVED as part of Augusta's Citizen Participation Plan for Community Development Programs that the By-Laws attached hereto are adopted this date by the Augusta, Georgia Commission.

This ____ day of _____ 2013.

Augusta, Georgia

BY: _____

As its Mayor

Attest: _____

Lena Bonner, Clerk of Commission

(SEAL)



Administrative Services Committee Meeting

2/11/2013 1:05 PM

**Proposed Procedure for Authorization of Agreements/Contracts for the Laney Walker/Bethlehem
Redevelopment by the City Administrator and Mayor**

Department: Housing and Community Development Department (AHCDD)

Caption: Motion to approve proposed procedure for authorization of Agreements/Contracts for the Laney Walker/Bethlehem Redevelopment by the City Administrator and Mayor and ask the Law Department to update the bylaws for the HCD Citizens Advisory Committee. (Approved by Administrative Services Committee January 7, 2013) (No action in Commission meeting January 15, 2013)

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Included in this legislation was the formation of an Urban Redevelopment Authority which ultimately issued bonds to provide financing for the rehabilitation and redevelopment activities in the Laney Walker/Bethlehem area. Augusta has provided oversight and implemented the urban redevelopment plan, generally referred to as the Laney Walker/Bethlehem Redevelopment Project. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up a financial incentives program for developers and home buyers, selected a team of development partners to focus on early-phase catalytic construction, and created a marketing strategy to promote the overall effort. While still in the early stages of a long term revitalization program, Laney Walker/Bethlehem has already caught the eye of Harvard University's School of Design, which, in its Student Journal on Real Estate, recently touted Augusta's project as potentially a "game-changing" national model for public-private partnerships. This ambitious redevelopment project was the recent recipient of Georgia Planning Association's 2011 Outstanding Implementation award and has been a showcase at national conferences ranging from New Partners for Smart Growth to the American Planning Association to the American Architectural Foundation.

The Housing and Community Development Department, in conjunction with the City's Purchasing Dept., issued a Request for Qualifications (RFQ) for developers, builders, architects, engineers, realtors, and marketing firms

Cover Memo
Item # 5

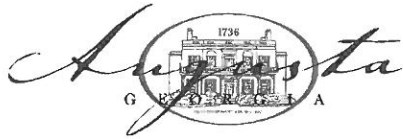
(contractor) to support the Laney Walker/Bethlehem Redevelopment Project. Through the RFQ process over 30 firms responded and eighteen (18) firms were selected, on the basis of qualifications and experience, as procured contractors. A process has been established that allocates work to the procured firms on the basis of issuing Task Orders to one, or more, of the firms based on a combination of their project specific qualifications and cost to provide the requested services. Each Task Order provides a description of the requested services and requires the service provider to respond with a detailed scope of work, time line to provide the requested service, and cost to provide services. In addition to the use of Task Orders to facilitate services required for the Laney Walker/Bethlehem Redevelopment Project, there are some services providers that have been procured through the City's Purchasing Dept. that may require contract extensions and renewals based on their performance and changing project requirements. The day to day management of the Laney Walker/Bethlehem Redevelopment Project requires that the Housing and Community Development Dept. (HCDD) have the ability to make deliberate, but timely, decisions to keep this project moving. See Attachment "A" for an example of a recent sales contract for the purchase 1012 Spruce/1246 11th Street. The execution of this contract occurred as a result of extensive negotiation between the homebuyer, seller, and lender. The sales contract expiration date is set to accommodate the preparation of construction drawings, the timely execution of the construction contract, and the construction of the new home. If the approval of the construction contract required City Commission approval it would be extremely difficult to meet the time line established by the purchase agreement. In addition a City Commission approval requirement would require public disclosure of the purchaser's name which could significantly chill sales. Failure to make decisions on the selection of approved builders, architects, engineer, etc. affects our ability to initiate the construction start of new projects, impact the cost of construction interest on each project during the construction period, and directly impacts our ability to place new homes under contract and close on the sale of homes in a timely manner. See Attachment "B" for an overview of range of the types of contracts used, general descriptions of the current process and procedures, and the adverse impact that would be created if the contact/agreement process was expanded. To facilitate the execution of agreements/contracts/task orders with builders, developers, architects, etc. that have been approved through the City's Purchasing Department, and with acknowledgement by the appropriate staff of the Procurement Dept., we are proposing the following Agreement/Contract/Task Order Execution Procedures be used by the Housing and Community Development Dept. for the calendar year 2013: * The Mayor, City Administrator, and the Director of HCDD will be given the authorization to execute all the necessary contracts, agreements, and task orders required to effectively and efficiently

manage the Laney Walker/Bethlehem Redevelopment Project is within the limits of the budget approved by the URA. All documents will require the signature of all three parties; · *

The HCDD will provide an annual Financial Report of the Laney Walker/Bethlehem Redevelopment Project inclusive of Policy and Procedures, Tax Base Increase Analysis, Laney Walker/Bethlehem Bond Funding Budget and Budget Breakdown, and a Summary of Housing Construction Expenditures to the Commission and the Urban Redevelopment Authority. A similar report was provided the Commission in July 2012. The annual report will be due no later than 60 days after December 31st of each year commencing in December of 2013. Any interim reports that may be requested and supplied to the URA will also be provided to the Commission.

Analysis:	The proposed procedure is similar to the current process utilized by HCDD in implementing HUD grants and works well. The process will enable the HCDD to serve both long time Laney Walker/Bethlehem residents and new families moving into the neighborhoods in an effective and timely manner. As evidenced by the July 2012 Financial Report the process is transparent and fully accountable.
Financial Impact:	Approval of the proposed procedures will facilitate the redevelopment of the Laney Walker/Bethlehem neighborhoods in a timely manner that is responsive to market demands and fully accountable to the City Commission and the Urban Redevelopment Authority.
Alternatives:	None Recommended
Recommendation:	Approve Procedure for Authorization of Agreements/Contracts/Task Orders for the Laney Walker Redevelopment Program administered by the Housing and Community Development Dept.
Funds are Available in the Following Accounts:	Funds are available in the Laney Walker/Bethlehem Project Account.

REVIEWED AND APPROVED BY:



HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

Chester A. Wheeler, III
Director

Attachment #A

LW/B --- Purchase and Sales Agreement



ATTACHMENT "A"

NEW CONSTRUCTION PURCHASE AND SALE AGREEMENT

Offer Date: October 4, 2015

2012 Printing

1. **Purchase and Sale.** The undersigned buyer ("Buyer") agrees to buy and the undersigned seller ("Seller") agrees to sell the Property with the following address: 1012 Spruce St.
 City Augusta, County Richmond, Georgia, Zip Code 30901
 TAXID/PIN # 059-2-038-00-0 together with all fixtures, landscaping, improvements, and appurtenances (except those identified in any Seller's Property Disclosure Statement attached hereto as not remaining with the Property) and as more particularly described in the Legal Description Paragraph below (all of which is hereinafter collectively referred to as "Property").

2. **Legal Description.** The full legal description of the Property is:

[Select A, B, or C below. The sections not marked shall not be a part of this Agreement].

- ☐ A. attached as an exhibit hereto;
☐ B. identical to the legal description for the property contained in the deed recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records;
☐ C. described below:
 Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block Heritage Pine, Unit _____, Phase/Section _____ of _____ Subdivision/Development, _____ Richmond County, Georgia according to the plat recorded in Plat Book _____, Page _____, et. seq.; Richmond County, Georgia records.

3. **Purchase Price and Method of Payment.** At closing, Buyer agrees to pay Seller the purchase price of the Property of _____ U.S.

Dollars: cash, wire transfer of immediately available funds, or a cashier's check issued for the closing by a federally insured bank, savings bank, savings and loan association or credit union where the funds are immediately available. The above forms of payment shall be deemed to be the equivalent of Buyer paying all cash at closing which shall be the method of payment.

4. **Amount and Deposit of Earnest Money.** Earnest money of \$ 10,000.00 shall be paid by Buyer to Meybohm Realtors ("Holder") by x check _____ cash or _____ wire transfer of immediately available funds as follows: [Select all that apply. The sections not selected shall not be a part of this Agreement].

- ☒ A. The earnest money has been delivered to Holder as of the Offer Date.
☐ B. Buyer agrees to pay Holder earnest money in the amount of \$ _____ within _____ days from the Binding Agreement Date bringing the total earnest money deposit to \$ _____.
☐ C. Within _____ days from the date Seller provides Buyer with written evidence from Seller's lenders that the short sale transaction reflected herein has been approved.

The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) within five (5) banking days from the later of: (a) the Binding Agreement date hereunder; or (b) the date it is actually received by Holder. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure Buyer's default. In the event Buyer does not cure the default, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement within that timeframe, Seller's right to terminate based on the default shall be deemed to be waived.

5. **Closing Costs and Other Settlement Expenses.**

A. **Items Paid By Buyer at Closing.** At closing, Buyer shall pay the following:

- Georgia property transfer tax;
- All costs, fees and charges to have the closing attorney search title and prepare: (a) the warranty deed; (b) owner's affidavit; (c) Buyer's powers of attorney; and (d) all promissory notes, deeds to secure debt and other loan documents required by any lender providing financing in the transaction;
- All closing costs, tax service charges, recording costs, courier fees, overnight delivery fees, document preparation fees, underwriting fees, delivery, copying and handling charges, and all other costs, fees, charges and amounts to close this transaction otherwise, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.

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B. Items Paid By Seller at Closing. At closing, Seller shall pay the following:

1. The sum of \$ _____ to be used by Buyer as a contribution for the items in the paragraph above. In addition, Buyer may use the Seller's contribution to pay for, including but not limited to, survey costs, appraisals, insurance (including flood insurance, if applicable), home warranties, inspections, advanced community association dues and assessments, termite treatment, a termite repair guarantee, mortgage escrow establishment charges, loan discount points, costs to buy down a loan, reducing the purchase price or the principal amount of the loan and other similar costs. Buyer acknowledges the Buyer's mortgage lender(s) may not allow the Seller's contribution, or the full amount thereof, to be used for some or all of the above-referenced items. Any unused portion of the Seller's contribution shall remain the property of the Seller.
2. Except as provided above, all sums, costs, charges and fees necessary to clear title encumbrances and/or defects to allow Seller to be able to convey good and marketable title to the Property.
3. Any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.

C. Prorated Amounts: Seller and Buyer agree to prorate the following: (1) real estate taxes and community association assessments, if any, for the calendar year in which the sale is closed, as of the date of closing; and (2) all utility bills, solid waste and other fees, as of the date of closing (or the day of possession of Property by Buyer, whichever is later) that are issued after closing and include service for any period of time Property was owned/occupied by Seller or Seller's invitees. In the event real estate taxes are paid at closing based upon an estimated tax bill or tax bill under appeal, Buyer and Seller upon the issuance of the actual tax bill or the appeal being resolved shall promptly make any financial adjustments between themselves as are necessary to prorate the tax bill correctly. This subparagraph shall survive the closing.**6. Closing and Transfer of Possession.**

- A. **Closing:** This transaction shall be closed on April 30, 2013 or on such other date as may be agreed to in writing by the parties. No later than at the conclusion of the closing, Seller shall provide the Buyer with all keys in Seller's possession or under Seller's control, to all locks that shall remain with the Property.
- B. **Right to Extend Unilaterally the Closing Date:** Buyer or Seller may unilaterally extend the closing date for seven (7) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections excluding: (a) liens, judgments and deeds to secure debt which can be satisfied through the payment of money or by bonding off the same; and (b) title objections which do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property; or (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing due to no fault of Buyer provided that if Buyer is obtaining a mortgage loan, Buyer has already obtained a loan commitment from the mortgage lender. In such event, Buyer and Seller consent to the closing attorney and/or any such mortgage lender disclosing to the parties and their Brokers the basis for the delay. The exercise of the right to extend unilaterally the closing date by either party shall cause the right to extend unilaterally the closing date to terminate and no longer be a part of this Agreement.
- C. **Possession:** Buyer agrees to allow Seller to retain possession of Property until and through: [Select one.. The sections not marked shall not be a part of this Agreement.]
☒ 1. the closing; OR ☐ 2. _____ hours after the closing; OR ☐ 3. _____ days after the closing at _____ o'clock _____ m.

7. **Closing Attorney.** This transaction shall be closed by the law firm of Shepherd, Plunkett, Hamilton and Bordeaux John Manton (office). If Buyer is given the right to select a law firm from a mortgage lender's approved list of closing attorneys, Buyer agrees to select said law firm. If the law firm named above is not on the mortgage lender's approved list, and cannot be added in time to close this transaction, Buyer may select another law firm from lender's approved list to close this transaction. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the: ☐ Buyer OR ☐ Seller. If the closing attorney declines to represent the party selected, the party may select a different closing attorney.

8. Title.

- A. **Warranty:** Seller warrants that, at the time of closing, Seller will convey good and marketable title to said Property by general warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- B. **Examination:** Buyer may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- C. **Survey:** A survey of Property is ☐ OR is not ☐ attached to this Agreement as an exhibit. Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey performed by a surveyor licensed in Georgia is obtained which is materially different from any survey attached hereto as an exhibit with respect to Property. The term "materially different" shall not apply to any improvements constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in said survey shall not relieve the warranty of title obligations of Seller referenced above.

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9. **Risk of Damage to Property.** Seller warrants that at the time of closing or upon the granting of possession, if at a time other than at closing, Property will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for normal wear and tear, and changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice, except that any party who causes the Property to be destroyed or substantially damaged as the result of that party's criminal conduct shall forfeit the right to terminate this Agreement and shall be in default hereunder. If Buyer or Seller does not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

10. **Inspection.**

- A. **Right of Buyer to Inspect Property:** Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to thoroughly inspect, examine, test, and survey Property. Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections under this Agreement. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or related to the exercise of these rights. Buyer shall have the right to request that Seller repair and/or replace within a reasonable time prior to closing only defects in Property identified by Buyer's representative(s). The term "defects" shall mean any portion of an item in Property which: (1) is not in good working order and repair; (2) constitutes a non-grandfathered violation of applicable laws or governmental codes or regulations; (3) has not been substantially completed or constructed in substantial accordance with the plans and specifications, if any, for Property; or (4) is a defect as that term is defined in any warranty provided by Seller. Seller agrees to correct the defects in a good and workmanlike manner prior to closing.
- B. **Duty of Buyer to Inspect Neighborhood:** Buyer acknowledges that: (1) in every neighborhood there are conditions which different buyers may find objectionable; and (2) Buyer has had the full opportunity to become acquainted with all existing neighborhood conditions (and proposed changes thereto) which could affect the Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, prisons, stadiums, odor and/or noise producing land uses, crime, schools serving the Property, political jurisdictional maps and land use and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.

11. **Return and Disbursement of Earnest Money.**

- A. **Return of Earnest Money to Buyer:** Subject to the Disbursement of Earnest Money paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- B. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties fifteen (15) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the fifteen (15) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new fifteen (15) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made.
- Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that Seller has terminated the Agreement due to Buyer's default; and (2) sends the required fifteen (15) day notice of the proposed disbursement to Buyer and Seller. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer. Such liquidated damages are not a penalty and are instead a reasonable preestimate of Seller's actual damages, which damages are difficult to ascertain. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required fifteen (15) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- C. **Interpleader:** If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- D. **Hold Harmless:** All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse earnest money made in accordance with the requirements of this Agreement.

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Item # 5

12. Agency and Brokerage.

A. Agency Disclosure: In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship.** Buyer and Seller acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is ☒ OR, is not ☐ representing Seller;
3. **Selling Broker.** Broker working with Buyer (including in transactions where Broker is representing Seller) is identified on the signature page as "Selling Broker," and said Broker is ☐ OR, is not ☒ representing Buyer; and
4. **Dual Agency or Designated Agency.** If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency ☐ OR, dual agency ☐ shall exist.

a. **Dual Agency Disclosure.** [Applicable only if dual agency has been selected above]

Buyer and Seller are aware that Broker is acting as a dual agent in this transaction and consent to the same. Buyer and Seller have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (3) Buyer and Seller do not have to consent to dual agency and, the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (4) Notwithstanding any provision to the contrary contained herein, Buyer and Seller each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. **Designated Agency Assignment.** [Applicable only if the designated agency has been selected above]

Broker has assigned _____ N/A _____ to work exclusively with Buyer as Buyer's designated agent and _____ N/A _____ to work exclusively with Seller as Seller's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. Brokerage: Broker(s) identified herein are to be paid a commission pursuant to a separate agreement or agreements and incorporated herein by reference. Unless otherwise provided for herein, Listing Broker will be paid a commission by Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party, being familiar with the commission to be paid to the Broker(s), shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation on the part of the defaulting party shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission.

C. Material Relationship Disclosure: Brokers and/or their affiliated licensees have the following material relationship(s) with either Buyer or Seller as follows: N/A

13. Disclaimer. Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers other than what is expressly included in this Agreement and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this Agreement and transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer and Seller acknowledge that Brokers shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

14. Notices.

A. All Notices Must Be In Writing. All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice. It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding.

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- B. Method of Delivery of Notice.** Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, prepaid, return receipt requested; or (5) by e-mail.
- C. When Notice Is Deemed Received.** Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received by the party to whom the notice was intended or that person's authorized agent. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted to either the party or the party's authorized agent provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent.
- D. When Notice to Broker Is Notice to Broker's Client.** Except in transactions where the Broker is practicing designated agency, notice to the Broker or the affiliated licensee of Broker representing a party in the transaction shall for all purposes herein be deemed to be notice to that party. Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice. In any transaction where the Broker is practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the party intended to receive the same or that party's authorized agent.
- E. Notice by Fax or E-Mail to a Broker or Affiliated Licensee of a Broker.** Notices by fax or e-mail to a Broker or the affiliated licensee of a Broker may only be sent to the e-mail address or fax number, if any, of the Broker or the affiliated licensee of the Broker set forth in the Broker/Licensee Contact Information section of the signature page of this Agreement or subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures set forth herein. If no fax number or e-mail address is included in the Broker/Licensee Contact Information section of the signature page of this Agreement (or is subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures) then notice by the means of communication not provided shall not be valid for any purpose herein. Notice to a Broker or the affiliated licensee of Broker who is working with, but not representing a party, shall not be deemed to be notice to that party. Any party sending notice by FAX or email shall send an original copy of the notice if so requested by the other party. A faxed or emailed signature of a party shall constitute an original signature binding upon that party.
- F. Notice to Unrepresented Party.** A party who is not represented by a Broker in the transaction may receive notices by Fax or e-mail at the e-mail address or fax number, if any, of the party set forth below or at such other fax number or e-mail address as the party may provide following the notice procedures set forth herein. If no e-mail address or fax number is provided for below, or is subsequently provided by the party following the notice procedures set forth herein, then notice through the means of communication not provided shall not be valid for any purpose herein.

Unrepresented Buyer:

Fax No. _____

E-Mail Address: _____

Unrepresented Seller:

Fax No. _____

E-Mail Address: _____

N/A

15. Default.

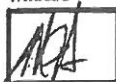
- A. Rights of One Party Against Another Party:** A party defaulting under this Agreement shall be liable for the default. The nondefaulting party may pursue any lawful remedy against the defaulting party.
- B. Rights of Broker Against Defaulting Party:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the broker(s) actual damages and are not a penalty. In the event a real estate broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the real estate broker shall only have such remedies against the defaulting party as are provided for in such agreement.

16. Other Provisions.

- A. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- B. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- C. Binding Effect, Entire Agreement, Modification, Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended, modified or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- D. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; and (3) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- E. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of the State of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- F. Time of Essence:** Time is of the essence of this Agreement.

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- G. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- H. Binding Agreement Date:** The Binding Agreement Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party. Filling in the Binding Agreement Date shall not be deemed to be a counteroffer.
- I. Responsibility to Cooperate:** All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.
- J. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS® with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- 17. Treatment For Termites.** At closing, Seller shall provide Buyer a letter/report from a licensed Georgia Pest Control Operator certifying that Property has one of the following systems (meeting the standards of the Georgia Department of Agriculture) to control termites and other wood destroying organisms: *[Select one. Boxes not checked or not a part of this Agreement.]*
A. ☒ Soil Treatment. **B.** ☒ Baiting System. **C.** ☐ Other: _____
 If any additional inspections and/or reports are requested by Buyer or Lender, any costs for such inspections and/or reports shall be paid by Buyer.
- 18. Home Warranty.** Except to the extent set forth below, Seller agrees to warrant Property for a one year period from the date of the closing against all defects in labor and materials (normal wear and tear excepted).
- 19. Walk Through List.** Prior to Closing, Buyer and Seller (and/or their representative(s)) shall walk through the Property and execute a "Walk Through List" specifying the items that remain to be completed. Buyer acknowledges that Seller will make its best effort to complete all of the items specified in the agreed upon "Walk Through List" as soon as reasonably possible after closing, but the fact that any repairs, touchups or adjustments are incomplete shall not constitute a valid reason for Buyer's refusal to close. Buyer further agrees that there shall be no withholding of any or all of Seller's proceeds at Closing for any such "Walk Through List" items without the written approval of Seller. Seller shall not accept from Buyer or Broker "Walk Through List" of items to be completed until the official "Walk Through" is conducted with Seller's representative prior to Closing. Buyer acknowledges that the only criteria that will be used to compile the "Walk Through List" are set forth in the warranty described above and if no criteria are set forth, either as part of the warranty or in the event there is no written warranty, then customary and generally accepted area building industry criteria or standards will be used to compile the "Walk Through List". Buyer also acknowledges that Seller is not required and will not perform any work which would exceed the approved or generally accepted criteria set forth above. The fact that any repairs, touch ups, or adjustments are incomplete shall not constitute a valid reason for Buyer to fail or refuse to close, provided the same do not constitute defects.
- 20. Dispute Resolution.**
A. Required State Law Disclosure Regarding Construction Defect Claims: GEORGIA LAW O.C.G.A. § 8-2-38 CONTAINS IMPORTANT REQUIREMENTS THAT BUYER MUST FOLLOW BEFORE BUYER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR (AS THAT TERM IS DEFINED IN THE LAW) WHO CONSTRUCTED THE HOME. NINETY DAYS BEFORE BUYER FILES LAWSUIT OR OTHER ACTION, BUYER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS BUYER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. BUYER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT BUYER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION.
- B. Arbitration:** Buyer and Seller agree that any construction defect claim not resolved after following the procedure described in O.C.G.A. § 8-2-38 and all other claims between the parties shall be settled by arbitration through the services of an arbitrator mutually agreed upon by the parties. The decision of the arbitrator shall be final and may be enforced by any court having jurisdiction thereof. The arbitration shall be conducted in accordance with O.C.G.A. § 9-9-1 et seq. Notwithstanding the provisions of this subparagraph, if Buyer is claiming under a warranty provided by Seller, the terms and procedures of that warranty shall first apply to the resolution of the claim. In order for this paragraph to be a part of this Agreement it must be initialed by Buyer and Seller; if not Initialed it shall be void and unenforceable.

Buyer
Initials


Seller
Initials


THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

21. **Receipt By Buyer of Consumer Protection Brochure.** Buyer acknowledges that Buyer ☐ has OR ☐ has not received a copy of the GAR brochure entitled "Protect Yourself When Buying a Home" (Form F13).

22. **Exhibits and Addenda** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☒ Legal Description of the Property as Exhibit " F "
- ☒ The ☒ FHA Loan Exhibit OR ☐ VA Loan Exhibit OR ☐ Conventional Loan Exhibit OR ☐ USDA-RD Loan Exhibit as Exhibit " A "
- ☐ A Survey of Property as Exhibit " _____ "
- ☒ Appraisal Contingency as Exhibit " B "
- ☒ Seller's Property Disclosure Statement as Exhibit " H "
- ☐ Lead-Based Paint Exhibit as Exhibit " _____ "
- ☐ Source of Buyer's Funds as Exhibit " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency as Exhibit " _____ "
- ☐ Back-up Agreement Contingency as Exhibit " _____ "
- ☒ Community Association Disclosure as Exhibit " D "
- ☒ Other NEW Construction Exhibit "C"
- ☒ Other LWB Revitalization Homebuyer Subsidy Program Exhibit "E"
- ☒ Other Special Stipulations Exhibit "G"
- ☒ Other Heritage Pine Buyer Selection Form Exhibit "H"
- ☒ Other FLOOR PLAN Exhibit "I"

SPECIAL STIPULATIONS The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

- 1.) Buyer to receive the special financing offered by the City Of Augusta. Gap Financing will be provided based upon buyers qualification letter. Gap Financing will not exceed \$40,000.00 in Seller's total contribution to include closing cost.
- 2.) In the event the interest rate becomes too high for the buyer to afford the home based upon the mortgage company, the earnest money will be refunded to the buyer.
- 3.) The home ~~will~~ will be built facing Eleventh Street.
- 4.) Buyer wants seller to ~~install~~ Install a Composite Privacy Fence on the rear of the property.

Additional Special Stipulations are ☐ or are not ☐ attached.

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F23, New Construction Purchase and Sale Agreement, Page 7 of 8 05/02/12

Time Limit of the Offer: The terms of this Agreement shall constitute an offer ("Offer") which shall expire at _____ o'clock _____ m. on the date of _____ unless prior to that time the Offer is accepted in writing and notice of the acceptance is delivered to the party who made the Offer.

Buyer's Signature _____

Print or Type Name _____

Buyer's Signature _____

Print or Type Name _____

Selling Broker _____
Meybohm Realtors

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name _____
Elmyria B. Chivers

038 H-35174
MLS Office Code Brokerage Firm License Number

Multiple Listing Number _____

Selling Broker/Licensee Contact Information:

Phone# _____

Fax# _____

E-Mail _____

Selling Agent's Georgia Real Estate License Number _____

Member of: _____ GAA _____ of REALTORS®

Seller's Signature _____

Augusta Land Bank Authority
Print or Type Name _____

Seller's Signature _____

Print or Type Name _____

Listing Broker _____
Meybohm Realtors

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name _____

038 H-35174
MLS Office Code Brokerage Firm License Number

Listing Broker/Licensee Contact Information:

Phone# _____

Fax# _____

E-Mail _____

Listing Agent's Georgia Real Estate License Number _____

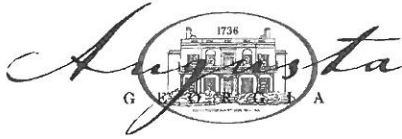
Member of: _____ GAA _____ of REALTORS®

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ Elmyria Chivers _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F23, New Construction Purchase and Sale Agreement, Page 8 of 8 05/02/12



HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

Chester A. Wheeler, III
Director

Attachment #B

LW/B --- Contract Services Review

Contract Services Review

Contract Type	Current Process & Procedures	Impact of Expanding Contractual Approval Timeline to include City Commission Review Approval
Pre Development Services: - Architecture - Survey - Project - Management - Branding & Marketing	Each of the services outlined in this category are time sensitive and have direct impact on our ability to initiate the start of building new homes. Most of our new homebuyer interest is generated by pre-sales; as a result we must have the ability to quickly engage our pre-approved pool of architects, eng'rs, etc. to respond to site plans and house design modifications in order to pre-sale homes when design modifications are requested as a condition of sale.	Potential loss of sales because of increased time to engage any of our pre-approved service providers; The prospective homeowners reliance on the City's political process poses an uncertain outcome of accepting or rejecting their offer to purchase. The Commission review and approval/denial process would prevent us from providing the homebuyer with clear path to contract approval/denial and a date certain completion for pre-development services.
Construction - New Homes - Infrastructure - Homeowner Rehab	Once pre-development services are completed an internal cost estimate is generated and a final construction cost is negotiated with the general contractor. AHCD D prepares a contract for construction of the new homes and construction is started as soon as the contract is signed by the AHCD D Director, City Administrator, and the Mayor.	The homebuyer assumes that construction is ready to start once pre-construction work is completed. It would be difficult, if not impossible, to sell a homes as part of the LW/B redevelopment experience if the prospective homebuyers had any reason to believe that the contractor's contract was subject to review and approval or dis-approval after they signed a sales contract.
Real Estate Sales	Offer to purchase is received from listing agent. AHCD D reviews purchase contract, confirms buyer meets underwriting guidelines to receive down payment and closing cost assistance. AHCD D confirms with lender that homebuyer is maximizing their mortgage buying capacity. This entire procedure is handled expediently and with strict confidentiality.	The home buying process is often stressful for the homebuyer and requires them to provide a wide range of highly confidential information. It would be nearly impossible to subject the review of a sales contract to the public body of Commissioners without potentially divulging information about the buyer that could compromise their right to privacy if the contract required public debate.
Ongoing Services - Project - Management - Construction - Management	The day to day management of the LW/B project requires the ability to make deliberate, but timely, decisions to keep the project moving forward. Decisions such as change order requests are aided by an internal cost estimate and in some cases soliciting several bids in an effort to insure that additional cost are minimized. In some cases a decision on cost adjustments must be made within a matter of days, or even hours, as a means of meeting strict deadlines for construction completion.	Although a recent review confirmed that change orders represented only 6% of the construction cost of all LW/B residential construction, they do occur and must be handled expeditiously to maintain tight schedules. The introduction of additional approval steps, beyond review and approval by the AHCD D Director, City Administrator, and Mayor could extend the construction time 30 to 45 days and almost certainly result in the strained relationships with contractors and potentially the loss of sales contracts because contract timelines were missed.

BY-LAWS CITIZENS ADVISORY COMMITTEE

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

ARTICLE I. DEFINITIONS

The following definitions shall apply to the terms below as they may appear throughout the by-laws:

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

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

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

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

HOME Investment Partnerships (HOME) – Federal program authorized for housing activities as a result of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended.

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

ARTICLE II. FUNCTIONS AND ROLE

1. The Citizens Advisory Committee shall act as a representative body for the citizens of Augusta, Georgia and serve in an advisory capacity to the Housing and Community Development Department (formerly known as Housing and Economic Development)

Citizen Advisory Committee By-Laws

Page 1 of 7

Item # 5

for all projects funded, or proposed to be funded, under the following HUD programs: Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Shelter Grant (ESG) and Housing Opportunities for People with AIDS (HOPWA).

2. The Citizens Advisory Committee shall be provided an opportunity to review and comment on the Five-Year Consolidated Plan and the Annual Action Plan, pursuant to relevant Federal laws and Guidelines. Such Plan(s) shall be submitted to the Augusta Commission and HUD for approval. As part of this responsibility, the Citizens Advisory Committee will be allowed to attend and observe different meetings with the public and neighborhood associations.
3. The Citizens Advisory Committee shall have the responsibility of reviewing all Citizenry comments submitted in regards to the expenditure of funding to the Housing and Community Development Department. The Citizens Advisory Committee shall serve as "a voice for the Citizens of Augusta, Georgia. All such comments will be submitted to the Housing and Community Development Department for consideration.
4. The Citizens Advisory Committee shall submit the Citizenry comments and concerns to the Director of the Housing and Community Development Department. Said concerns shall be taken under advisement and addressed in a manner deemed appropriate by the Augusta Housing and Community Development Department in consultation with the Augusta Commission.

ARTICLE III. MEMBERSHIP

1. **General:** The Committee shall consist of ten (10) members, each of whom shall represent one of the ten voting districts in Augusta, Georgia. Each member shall be nominated by the Commissioner representing the applicable voting district, and confirmed by the Augusta Commission. All members shall be residents of Augusta. Terms of office shall be four (4) years and coincide with the term of the appointing Commissioner. No member shall serve more than two (2) consecutive terms or eight (8) years.
2. **Officers:** The officers of the Citizens Advisory Committee shall consist of a Chair and a Vice-Chair.
 - a) The Chair and Vice-chair shall be elected by a majority vote of the Citizens Advisory Committee.

Citizen Advisory Committee By-Laws

- b) Terms of office for the Chair and Vice-chair shall be for one (1) year. The term shall run from January 1 of each year until December 31 of each year.
- c) No member shall serve more than two (2) consecutive terms as Chair or Vice Chair.
- d) The Chair shall preside at all Committee meetings. In the Chair's absence, the Vice-chair shall serve as Chair. In the absence of both the Chair and the Vice-chair, the most senior member of the committee shall preside. The presiding officer shall preserve order and decorum at all meetings while promoting discussion by all members in deliberations.
- e) Upon the resignation or disqualification of the Chair, the Vice-chair shall assume the chairmanship for the remainder of the unexpired term. The Committee shall elect a new Vice-chair at its next regular meeting.
- f) The Chair shall appoint any subcommittees found necessary to investigate any matters before the Committee.
- g) Election of the Committee officers shall be held during the regular meeting in December, with newly elected officers taking office in January of the following year. To be considered for office a committee member must have served on the Committee for at least one (1) calendar year.

The Citizen's Advisory Committee Chair may appoint a Secretary to assist in administrative duties of the committee. The Secretary shall serve pursuant to the same term provisions as the Chair.

ARTICLE IV. POINT OF CONTACT

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

ARTICLE V. VOTING

1. Each Committee member, including the Chair and Vice-chair, shall vote regarding the business of the Committee and the submission of comments from the Public. A committee member shall abstain from voting in the event of a conflict of interest.

The committee member shall state for the record the basis for the abstention and complete a Statement of Potential Conflict of Interest form.

2. Voting by proxy or absentee is prohibited.

ARTICLE VI. ATTENDANCE REQUIREMENTS

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

1. Any member who for reasons other than sickness or bona fide emergency misses (a) three (3) consecutive regular meetings or (b) thirty (30%) percent of all meetings within a calendar year shall be recommended for replacement. Any member who is unable to attend a meeting, whether regular or special, shall contact the Chair as soon as possible so that the Chair can determine and report to the members and Director whether or not a quorum can be established.
2. The Director, or designee, shall maintain a record of attendance for each committee member. The Director shall notify the individual, the Clerk of Commission and the appointing Commissioner after a member misses three (3) consecutive meetings or thirty (30%) percent of all meetings within a calendar year. The Director's letter of notice shall include a request to the appointing Commissioner to appoint a new member.
3. In the event of a violation of the attendance requirements, the Citizens Advisory Committee may vote to recommend to the Augusta Commission that a vacancy be declared and that the vacant position be filled in an expeditious manner.

Article VII. Quorum

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

Article VIII. Meetings

1. **Regular Meetings:** The Citizens Advisory Committee shall hold quarterly meetings on the fourth Thursday at the beginning of each quarter (January, April, July, and October). Said meetings will be at 3:00pm in the Conference Room of the Augusta Housing and Community Development Department, 925 Laney-Walker Blvd., Augusta, GA 30901, or

in any other designated meeting place, provided the location is specified in all notices required by law. If a regularly scheduled meeting occurs on a legal holiday, the Chair, with the concurrence of a majority of the Committee, may set an alternate date for the meeting. There will be an annual meeting in the month of December to elect new officers and conclude any outstanding business for that year.

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

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

2. Special Meetings: Special meetings of the Committee may be called at any time by the Chair. At least forty-eight (48) hours notice of the time and place of special meetings shall be given to each member of the Committee. The Director, or designee, shall have the responsibility of notifying the press and others as required by the Georgia Open and Public Meetings Act.

3. Cancellation of Meetings: Whenever there is no business for the Committee, the Chair may dispense with a regular meeting by giving notice to all members not less than twenty-four (24) hours prior to the time set for the meeting.

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

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

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

Article IX. Notice and Public Information

(1) The Director, or designee, shall be responsible for ensuring compliance with the Georgia Open Records and Open Meetings Act.

(2) The Director, or designee, is required to comply with the guidelines pertaining to matters of public notice and scheduling as provided by the Clerk of Commission.

Article X. Amendments

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

DRAFT

**RESOLUTION ADOPTING BYLAWS OF THE CITIZENS ADVISORY COMMITTEE
FOR AUGUSTA COMMUNITY DEVELOPMENT PROGRAMS**

BE IT RESOLVED as part of Augusta's Citizen Participation Plan for Community Development Programs that the By-Laws attached hereto are adopted this date by the Augusta, Georgia Commission.

This ____ day of _____ 2013.

Augusta, Georgia

BY: _____

As its Mayor

Attest: _____

Lena Bonner, Clerk of Commission

(SEAL)



**Administrative Services Committee Meeting
2/11/2013 1:05 PM
Renewal of Contracts**

Department: Clerk of Commission

Caption: Discuss any contracts that are up for renewal this year to be put out for RFP and to discuss using a contract specialist/procurement specialist. (Requested by Commissioner Guilfoyle)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Nancy Morawski

From: wayne guilfoyle <augustatile@knology.net>
Sent: Friday, January 25, 2013 2:58 PM
To: Nancy Morawski
Subject: Fw: agenda item

----- Original Message -----

From: wayne guilfoyle
To: Lena Bonner
Sent: Tuesday, January 22, 2013 11:02 AM
Subject: agenda item

Mrs. Lena,

Would you put under Admin. Committee.

!. Discuss any Contracts that are up for renewal this year to be put out for RFP, and to discuss using a contract specialist / procurement specialist.

Can you put the verbiage correctly for me, Thanks, Wayne



**Administrative Services Committee Meeting
2/11/2013 1:05 PM
Update on Disparity Study**

Department: Clerk of Commission

Caption: Update from staff regarding the status of the Disparity Study.
(Requested by Commissioner Williams)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
2/11/2013 1:05 PM
Update on Hyde Park Relocation**

Department: Clerk of Commission

Caption: Update from staff regarding the relocation of Hyde Park residents. (Requested by Commissioner Williams)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
2/11/2013 1:05 PM
Veterans Day Holiday**

Department: Clerk of Commission

Caption: Receive a report from staff regarding the cost impact of adding Veterans Day as a paid holiday for all Augusta, Georgia Employees. (Requested by Commissioner Lockett) (Referred from January 28 Administrative Services Committee)

Background: Augusta is the home of a large military contingent at Fort Gordon and has a very large retired military population that calls Augusta home. Veterans Day is a US holiday which honors people who have served in the Armed Service, known as Veterans. It is observed on November 11 to honor all American Veterans, both living and dead. Veterans Day is largely intended to thank living veterans for dedicated and loyal service to their country and to acknowledge that we deeply appreciate the sacrifices they have made in their lives to keep our country free.

Analysis:

Financial Impact: (May consider budgeting for this proposed holiday by adjusting annual pay increases)

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Nancy Morawski

From: Lena Bonner
Sent: Wednesday, November 28, 2012 11:10 AM
To: Nancy Morawski
Subject: FW: Committee Agenda Items

Importance: High

Nancy,

Place items 1 & 3 on Administrative Services Cmte and item 2 on Engineering Services Committee.

Lena

From: wlockett04@comcast.net [mailto:wlockett04@comcast.net]
Sent: Wednesday, November 28, 2012 10:06 AM
To: Lena Bonner
Subject: Committee Agenda Items

Madam Clerk:

Will you please add the following agenda items for our next committee meetings. Please edit and add to the appropriate committee.

Approve authorizing a resolution in support of Small Business Saturday. Small Business Saturday is an American Shopping Holiday held on the Saturday after Thanksgiving, between Black Friday and Cyber Monday, during one of the busiest shopping periods of the year. It is a day dedicated to supporting small businesses nationwide by showing our appreciation for the little guys that keep our country's economy going.

Discuss mechanisms that may be utilized to eliminate parade traffic and other activities that disrupt business activities in the downtown business districts during the busiest shopping periods of the year. These activities could be diverted to Reynolds Street or other side streets that will not have an adverse impact on downtown business operations.

(Please consider as companion items)

Approve adding Veterans Day as a paid holiday for all Augusta, Georgia Employees. Augusta is the home of a large military contingent at Fort Gordon and has a very large retired military population that calls Augusta home. Veterans Day is a US Holiday which honors people who have served in the Armed Service, known as Veterans. It is observed on November 11 to honor all American Veterans, both living and dead. Veterans Day is largely intended to thank living veterans for dedicated and loyal service to their country and to acknowledge that we deeply appreciate the sacrifices they have made in their lives to keep our country free.

(May consider budgeting for this proposed holiday by adjusting annual pay increases)