



Administrative Services Committee Commission Chamber- 10/28/2013- 12:50 PM
Meeting

ADMINISTRATIVE SERVICES

1. Approve an Ordinance to amend the Augusta, GA Code Title One Chapter Ten Article Nine Section 1-10-88 relating to Protestor Rights to be heard by the Board of Commissioners; to repeal all Code Sections and Ordinances and Parts of Code Sections and Ordinances in conflict herewith; to provide an effective date and for other purposes. ☐ Attachments

2. Motion to approve the minutes of the Administrative Services Committee held on October 7, 2013. ☐ Attachments

3. Update from staff on the RFP for the Augusta Municipal Golf Course (The Patch) to include an explanation from recreation as to why the procurement department hasn't received the necessary information to go forward. **(Requested by Commissioner Donnie Smith)** ☐ Attachments

4. HUD mandated Cooperation Agreement – acceptance of payment in lieu of taxes between Augusta Richmond County and the Augusta Housing Authority. ☐ Attachments
The United States Housing Act of 1937 (the “Act”) requires the local governing body for the area (Augusta, GA) in which the public housing project (known as Twiggs Circle) will be located to enter into a Cooperation Agreement with the Housing Authority to provide the local cooperation required by HUD pursuant to the Act.

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Administrative Services Committee Meeting

10/28/2013 12:50 PM

AN ORDINANCE TO AMEND CODE SECTION 1-10-88 RELATING TO PROCUREMENT PROTESTS.

Department: Procurement

Caption: Approve an Ordinance to amend the Augusta, GA Code Title One Chapter Ten Article Nine Section 1-10-88 relating to Protestor Rights to be heard by the Board of Commissioners; to repeal all Code Sections and Ordinances and Parts of Code Sections and Ordinances in conflict herewith; to provide an effective date and for other purposes.

Background: WHEREAS, Section 1-10-88(b) of the Augusta, GA Code currently states that: "After considering the evidence presented, the Administrative Services Committee shall vote to grant or deny the protest or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the decision made by the Committee, the protest shall be forwarded to the full Commission agenda. However, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda and the Protestor does not have the right to force the item to be moved from the Consent Agenda to the Regular Agenda;" and WHEREAS, on June 26, 2013, the Superior Court of Richmond County, Georgia entered an order in the case of Meritain Health, Inc. v. Augusta, Georgia, et al, 2012RCCV703, in which the Court expressed concern over the due process rights of protestors as currently articulated in Augusta, GA Code §1-10-88(b), especially in cases where the item is forwarded without recommendation from the Committee; and WHEREAS, it is the desire of the Commission to amend Augusta, GA Code Section 1-10-88 to address the Court's concerns.

Analysis: See attached.

Financial Impact: N/A.

Alternatives: N/A.

Recommendation: Approve.

Cover Memo

Item # 1

**Funds are Available
in the Following
Accounts:** N/A.

REVIEWED AND APPROVED BY:

**Administrator
Clerk of Commission**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GA CODE TITLE ONE CHAPTER TEN ARTICLE NINE SECTION 1-10-88 RELATING TO PROTESTOR RIGHTS TO BE HEARD BY THE BOARD OF COMMISSIONERS; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 1-10-88(b) of the AUGUSTA, GA CODE currently states that: “After considering the evidence presented, the Administrative Services Committee shall vote to grant or deny the protest or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the decision made by the Committee, the protest shall be forwarded to the full Commission agenda. However, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda and the Protestor does not have the right to force the item to be moved from the Consent Agenda to the Regular Agenda;” and

WHEREAS, on June 26, 2013, the Superior Court of Richmond County, Georgia entered an order in the case of *Meritain Health, Inc. v. Augusta, Georgia, et al*, 2012RCCV703, in which the Court expressed concern over the due process rights of protestors as currently articulated in Augusta, GA Code §1-10-88(b), especially in cases where the item is forwarded without recommendation from the Committee; and

WHEREAS, it is the desire of the Commission to amend AUGUSTA, GA CODE Section 1-10-88 to address the Court’s concerns.

THE AUGUSTA, GEORGIA COMMISSION hereby ordains as follows:

SECTION 1. Augusta, GA Code Section 1-10-88 as forth in the Augusta, GA Code, re-adopted July 10, 2007, is hereby amended by striking this section in its entirety as set forth in “Exhibit A” hereto. A new Code Section 1-10-88 is hereby inserted to replace the repealed Code Section as set forth in “Exhibit B” hereto.

SECTION 2. This ordinance shall become effective upon approval.

SECTION 3. All ordinances, parts of ordinances, policies, and procedures concerning the time or location of Commission, Committee, or Legal meetings in conflict herewith are hereby repealed.

Adopted this ____ day of _____, 2013.

David S. Copenhaver
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission

1st Reading:_____

2nd Reading:_____

Exhibit A

STRIKE:

Sec. 1 10 88. ~~Administrative Services Committee hearing procedures and effect of failure to appear at hearing.~~

- ~~(a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a minimum of ten (10) minutes. The Procurement Director and user department shall also have the opportunity to present evidence relating to the protest for a minimum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.~~
- ~~(b) After considering the evidence presented, the Administrative Services Committee shall vote to grant or deny the protest or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the decision made by the Committee, the protest shall be forwarded to the full Commission agenda. However, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda and the Protestor does not have the right to force the item to be moved from the Consent Agenda to the Regular Agenda.~~
- ~~(c) *Effect of Failure to Appear at Hearing.* Failure on the part of the Protestor to appear before either the Administrative Services Committee of the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.~~

Exhibit B

REPLACE WITH:

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing.

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.

- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.

- (c) *Procedure to Speak to Full Commission Regarding Protest.*
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) *Effect of Failure to Appear at Hearing.* Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the

Committee or Commission meeting and shall be recorded on the minutes of such meeting.



**Administrative Services Committee Meeting
10/28/2013 12:50 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Administrative Services Committee held on October 7, 2013.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 10/7/2013

ATTENDANCE:

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

Absent: Hon. Deke Copenhaver, Mayor.

ADMINISTRATIVE SERVICES

1. Extend the current Augusta Sustainable Development Implementation Program contract to provide services to create a unified development ordinance to assist with the implementation of sustainable development initiatives. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve with the Planning Department to provide the Commission with additional details regarding the amount of grant funds to be reallocated. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

2. Presentation by Mr. Brian Green regarding a proposal for a merit system concerning promotions and pay raises. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the full Commission as a delegation.	Commissioner William Fennoy	Commissioner Joe Jackson	Passes

Motion Passes 4-0.

3. Motion to approve the recommendation to officially name the new Butler Creek Park Project, "Butler Creek-North View Community Park". **Item Action:**
Approved

Motions

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

4. Discuss economic development in association with new tourist attractions in Augusta. (Referred from October 1 Commission meeting) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to approve receiving this item as information.	Commissioner Mary Davis		Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve tasking the Administrator with adding this item to the next Commission retreat. Motion Passes 4-0.	Commissioner William Fennoy	Commissioner Mary Davis	Passes

5. Discussion of a grocery store on Laney Walker Blvd. (Requested by Commissioner Fennoy) **Item Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Motion to approve receiving a report from		Commissioner	

Item # 2

Defer	the HCD Department back at the next committee meeting. Motion Passes 4-0.	Commissioner Mary Davis	William Fennoy	Passes
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6. Receive as information a presentation by the Human Resources Director and Deputy Administrator on progress made in the implementation of a succession plan for all critical positions within ARC. Underscore the importance of having the ability to perform our mission with the departure of key staff members. (Requested by Commissioner Lockett)
- Item Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to a work session on October 16 at 2:00 p.m. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

7. Motion to approve the minutes of the Administrative Services Committee held on September 23, 2013.
- Item Action:**
Approved

Motions

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

8. Motion to receive as information an overview of the Human Resources Department strategic plan. Must include goals, objectives, accomplishments and a timeline for the revision of the Personnel Policies and Procedures Manual. Present measures utilized to ensure full compliance with existing policies and procedures as relates to promotions, compensation, salary adjustments, pay disparities, and retroactive pay. (Requested by Commissioner Lockett)
- Item Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Defer	Motion to refer this item to a work session on October 16 at 2:00 p.m. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes
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9. Presentation of proposed tool for performance evaluations of Commission Direct Reports as requested by Commission.

Item
Action:
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to a work session on October 16 at 2:00 p.m. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

10. Discuss timeline for the introduction and implementation of employee performance reviews for personnel in critical positions. (Requested by Commissioner Lockett)

Item
Action:
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to a work session on October 16 at 2:00 p.m. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

11. Discuss the duties and responsibilities of the Clerk of Commission's Office and the Mayor's Executive Assistant I. (Requested by Commissioner Williams)

Item
Action:
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Unanimous consent is given to add this item to the agenda.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to a work session on October 16 at 2:00 p.m. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

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**Administrative Services Committee Meeting
10/28/2013 12:50 PM
RFP-Augusta Municipal Golf Course**

Department:

Caption: Update from staff on the RFP for the Augusta Municipal Golf Course (The Patch) to include an explanation from recreation as to why the procurement department hasn't received the necessary information to go forward. (**Requested by Commissioner Donnie Smith**)

Background: On August 20, 2013 the Commission approved the issuance of an RFP to explore possible options to sell, lease and/or manage the Augusta Municipal Golf Course.

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
10/28/2013 12:50 PM**

**U.S. Department of Housing and Urban Development (HUD) mandated Cooperation Agreement –
Acceptance of Payment in Lieu of Taxes**

Department: Housing and Community Development Department (AHCDD)

Caption: HUD mandated Cooperation Agreement – acceptance of payment in lieu of taxes between Augusta Richmond County and the Augusta Housing Authority.
The United States Housing Act of 1937 (the “Act”) requires the local governing body for the area (Augusta, GA) in which the public housing project (known as Twiggs Circle) will be located to enter into a Cooperation Agreement with the Housing Authority to provide the local cooperation required by HUD pursuant to the Act.

Background: The Housing Authority is purchasing a number of properties from the Augusta, GA Land Bank Authority. It intends to redevelop the properties into a residential public housing development referred to as “Twiggs Circle”.

In order to develop the properties in this fashion, the United States Housing Act of 1937 (the “Act”) requires the local governing body (Augusta, GA) for the area in which the public housing project will be located, to enter into a Cooperation Agreement with the Housing Authority to provide the local cooperation required by HUD pursuant to the Act. This local cooperation includes exemption from real and personal property taxes, acceptance of Housing Authority payments in lieu of taxes (PILOT), and the provision at no cost (or at no greater cost) by the governing body of the same public services and facilities normally furnished to others in the community (24 CFR 941.201).

Also, under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body. With respect to any project so long as: (i) such project is owned by a public body or governmental agency and is used for low-rent housing purposes; (ii) any contract between the Augusta Housing Authority and the Government for loans/annual contributions, or both in connection with such project remains in force and effect; or (iii) any bonds issued in connection with such

Project remain unpaid, whichever period is the longest.....(see entire obligation explanation on HUD Form 52481, page 2, 3a, 3b, 3c and 3d - attached).

Further, each annual payment (by the Augusta Housing Authority) in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either: (i) ten percent (10%) of the Shelter Rent charged by the Augusta Housing Authority in respect to such Project during such fiscal year; or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

Moreover, no payment for any year shall be made to Augusta Richmond County in excess of the amount of the real property taxes which would have been paid to the County for such year if the Project were not exempt from taxation.

The standard form of Cooperation Agreement (Form HUD 52481) must be used unless modifications are approved by the Area HUD Counsel because of special State or local requirements or because of changes in Federal requirements.

Please find attached a Cooperation Agreement that the Housing Authority proposes to enter into with Augusta Richmond County for purposes of the Twiggs Circle development.

Further, each of the public housing complexes operated by the Augusta Housing Authority is subject to a cooperation agreement between the Augusta Housing Authority and Augusta Richmond County. Also, attached are two of the agreements for your review, one entered into with the County in 1970 and one with the City in 1949. There are approximately eight similar agreements that can also be provided to you at your disposal.

Since the City and the County have now merged, and many of these agreements are decades old, it makes sense for the Augusta Housing Authority to consolidate them all into one single Cooperation Agreement.

Please find attached this comprehensive Cooperation Agreement.

Analysis:

If supported by the Augusta City Commission, the Augusta Housing Authority will be in position to provide HUD the aforementioned Cooperation Agreement for compliance/due diligence purposes.

Financial Impact: As it relates to Twiggs Circle, all predevelopment work is being concluded by AHCDD to include site assemblage, the demolition of existing units, the acquisition of land disturbance permits, rezoning, and the provision of working drawings (as needed). Thus, AHCDD is being reimbursed \$777,759.84 for predevelopment activities mentioned above at the time of this real estate closing scheduled for November 2013.

Alternatives: None Recommended.

Recommendation: Accept this HUD (mandated) Cooperation Agreement, as presented and give the Mayor authority to execute this agreement on behalf of Augusta Richmond County.

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

REVIEWED AND APPROVED BY:

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

COOPERATION AGREEMENT

SIGNED COPY

This Agreement entered into this 26th day of November 1949,
by and between The Housing Authority of the City of Augusta Georgia (herein called
the "Local Authority") and City Council of Augusta, Georgia, (herein called the
"City"), witnesseth:-

WHEREAS, the Local Authority has received from the Public Housing
Administration (herein called the "PHA") a Program Reservation for 750 units of
low-rent housing to be developed and located within the corporate limits of the
City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts
with the PHA for loans and annual contributions in connection with the development
and administration of such low-rent housing, all pursuant to the United States
Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local
Authority in such undertakings and of complying with the provisions of Sections
10(a), 10(h), and 15(7)(b) of the Act, as well as all other applicable provisions
thereof;-

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set
forth, the Local Authority and the City do agree:-

1. Whomever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter
developed as one operation by the Local Authority with
financial assistance of the PHA and included within Program
Reservation No. GA 1-A issued by the PHA to the Local
Authority on October 4, 1949, covering an aggregate of
750 units of low-rent housing. A Project will generally
be located on a single site but may be on scattered sites.

(b) The term "Taxing Body" shall mean the State or any political
subdivision or taxing unit thereof (including the City) in
which a Project is situated and which would have authority
to assess or levy real or personal property taxes or to
certify such taxes to a taxing body or public officer to be
levied for its use and benefit with respect to a Project if
it were not exempt from taxation.

Item # 4

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

(d) The term "Slum" means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and undertake to develop and administer one or more Projects.

3. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body: and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for public services and facilities furnished for or with respect to such Project.

Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (a) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement, whichever amount is the lower; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The City shall distribute the Payments in Lieu of Taxes among the taxing bodies in the following proportions:-

To the City 55-% of the total

To the County for School Purposes 30-% of the total

To the County for County and State Taxes 15-% of the total;

provided, however, that no payment for any year shall be made to any taxing body, including the City, in excess of the real property taxes which would have been paid to such taxing body for such year if the Project were not exempt from taxation.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, and in addition to the number of unsafe or insanitary dwelling units which the City is obligated to eliminate as a part of the low-rent housing Projects (s) heretofore undertaken by the Local Authority and identified as Project Nos. GA 1-1, GA 1-2, GA 1-3R and GA 1-1A there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area of the City substantially equal in number to the number of newly constructed dwelling units provided by such Project; provided, that; where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and provided, further, that this paragraph 4 shall not apply in the case of (a) any Project developed on the site of a Slum-cleared subsequent to July 15, 1949-and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing Project, or (b) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

Item # 4

- (a) furnished or cause to be furnished to the Local Authority and the tenants of such Project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City but only so long as the same are furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to:- educational, fire, police and health protection and services, maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such project and on the boundaries thereof; and adequate sewer services for such Project; and (ii) also such additional Public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;
- (b) vacate such streets, roads and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the City may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the City, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
- (c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;
- (d) accept grants of easements necessary for the development of such Project; and
- (e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority;

- (a) it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project after the

Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City; and

- (b) it will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if it were privately owned); and
- (c) it will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site if it were privately owned.)

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any Payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing Projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or governmental agency, including

the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If, at any time, the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

CITY COUNCIL OF AUGUSTA, GEORGIA

BY: *[Signature]*

MAYOR

(S E A L)

ATTEST: *[Signature]*

Clerk of Council

THE HOUSING AUTHORITY OF THE CITY OF
AUGUSTA GEORGIA

BY: *[Signature]*

CHAIRMAN

(S E A L)

ATTEST: *[Signature]*

Secretary

Item # 4

April 9, 1970

IN REPLY REFER TO:

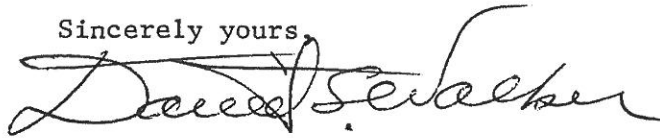
3GH:LDA

The Housing Authority of the
City of Augusta, Georgia
P. O. Box 3246
Hill Station
Augusta, Georgia 30904

Gentlemen:

Your Cooperation Agreement, dated March 5, 1970, entered into between
your Authority and Richmond County, Georgia, is hereby approved.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "David S. Walker", written over a horizontal line.

DAVID S. WALKER
Associate Regional Counsel
for Housing Assistance

Item # 4

The undersigned certifies as follows:

That he is Clerk of the Board of Commissioners of Richmond County, Georgia.

The attached copies are extracts of the meeting of the Board of Commissioners of Richmond County held on the 5th. day of March, 1970 at 5:30 o'clock P. M. is a true and correct copy of the original minutes of said meeting on file and of record in my office insofar as said original minutes relate to the matters in said attached extracts. The copy of the resolution appearing in said attached extracts is a true and correct copy of the resolution adopted in said meeting and is on file and of record in my office.

The method and manner for holding Regular Meetings of the Board of Commissioners of Richmond County is pursuant to Georgia Laws of 1907 and amendatory acts thereto. The time and date for holding Regular Meetings of the Governing Body of Richmond County is at 5:00 o'clock P. M. on the first and third Tuesday of each month.

The officials of Richmond County are as follows:

Mr. M. W. Mulherin

Mr. S. H. Elliott

Mr. W. P. Widener, Jr.

Mr. F. Troutman

Dr. R. R. Clifford

The above officials constitute the Governing Body of Richmond County and there is no litigation pending, or threatened, challenging the rights of them or anyone of them to hold their respective offices.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of MARCH, 1970.


Clerk
Board of Commissioners
Richmond County, Georgia Item # 4

SEAL

MEETING OF THE Richmond County Board of CommissionersOF THE Richmond CountyHELD ON THE 5th DAY OF March, 19 70

The Board of Commissioners of the Richmond County
 met in Regular meeting at
 the Courthouse in the City of Augusta
 at 5:30 P. M. on , March 5, 1970 , at the place, hour,
 and date duly established for the holding of such meeting.

The Chairman called the meeting to order and on roll call the
 following answered present:
 Mr. M. W. Mulherin, Chairman
 Mr. S. H. Elliott
 Mr. N. F. Widener, Jr.
 Mr. F. Troutman
 Dr. R. R. Clifford

and the following were absent:

The Chairman declared a quorum present.

* * * * *

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT.

(SEE RESOLUTION ATTACHED)

Mr. S. H. Elliott, Sr. moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Mr. N. F. Widener, Jr., and upon roll call the "Ayes" and "Nays" were as follows:

AYES

Mr. M. W. Mulherin
Mr. F. Troutman
Dr. R. R. Clifford
Mr. S. H. Elliott
Mr. N. F. Widener

NAYS

The Chairman thereupon declared said motion carried and said resolution adopted.

* * * * *

There being no further business to come before the meeting upon motion duly made and seconded, the meeting was adjourned.

Mr. S. H. Elliott introduced the
following resolution:

RESOLUTION AUTHORIZING THE EXECUTION OF
A COOPERATION AGREEMENT

WHEREAS, The Housing Authority of the City of Augusta, Georgia
(herein called the "Local Authority") and the County of Richmond County,
Georgia (herein called the "County") desire to
enter into a Cooperation Agreement in connection with the development of low-
rent housing units pursuant to the United States Housing Act of 1937 as amended:

NOW, THEREFORE, BE IT RESOLVED BY the Board of Commissioners
that the Local Authority and the County enter into a Cooperation Agreement
and the Chairman is hereby authorized to execute the same
on behalf of the Richmond County and the Clerk
to attest the same and affix thereto the seal of the Board of
Commissioners, said Cooperation Agree-
ment being in substantially the following form:

This Agreement entered into this 5th day of March, 1970,
by and between The Housing Authority of the City of Augusta, Georgia
(herein called the "Local Authority") and the County of Richmond County
(herein called the "County"), Witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the UNITED STATES OF AMERICA (herein called the "Government"), excluding, however, any low-rent housing project heretofore covered by any contract for loans and annual contributions.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 400 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located with in Richmond County Georgia, but outside the corporate limits of the City of

Augusta, Georgia. This Agreement shall apply only to those units located outside the corporate limits of any City or Town and shall automatically terminate with respect to any units which are brought within the corporate limits of any City or Town and which are covered by a separate Cooperation Agreement between the governing body of such incorporated area and the Local Authority.

3. (a) Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or government agency and is used for low-rent housing purposes; or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for the public services and facilities furnished from time to time with

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten per cent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The County shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any taxing body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government, there has been or will be elimination (as approved by the Government by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both in connection with such Project remains in force and effect or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the County;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the County may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the County further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, pavings, and installation thereof in accordance with specifications acceptable to the County;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned.)

7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes or to become due to the County in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

Item # 4

9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in con-

low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

RICHMOND COUNTY, GEORGIA

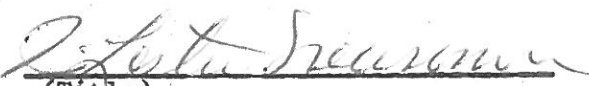
(Corporate Name of County)

By 

(Title)

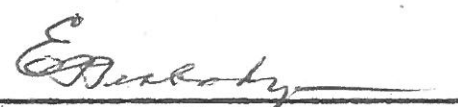
(SEAL)

ATTEST:


(Title)

THE HOUSING AUTHORITY OF THE CITY
OF AUGUSTA, GEORGIA

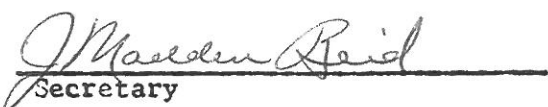
(Corporate Name of Local Authority)

By 

Chairman

(SEAL)

ATTEST:


Secretary

(HUD-52481)

COOPERATION AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2013, by and between **THE HOUSING AUTHORITY OF THE CITY OF AUGUSTA, GEORGIA**, a public corporation organized and existing under the laws of the State of Georgia with its principal office located at 1435 Walton Way, Augusta, Georgia (herein called the "Local Authority"), and **AUGUSTA-RICHMOND COUNTY, GEORGIA** (herein called the "County");

WITNESSETH:

In consideration of the mutual covenants hereafter set forth, the Parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - a. The term "Project" shall mean any low-rent housing developed as an entity by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"). A listing of the Projects is attached hereto as Exhibit A.
 - b. The term "Taxing Body" shall mean the State of Georgia or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
 - c. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
 - d. The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor:

- a. To secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising up to 2,400 units of low rent housing as shown on Exhibit A hereto; and
- b. To develop and administer such Project or Projects, each of which shall be located within the corporate limits of the County.

The obligations of the Parties hereto shall apply to each such Project.

- 3.
 - a. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project so long as: (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.
 - b. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either: (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year; or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.
 - c. No payment for any year shall be made to the County in excess of the amount of the real property taxes which would have been paid to the County for such year if the Project were not exempt from taxation.
 - d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
- 4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five (5) years after the completion thereof, or such further period as may be approved by the Government, there has been or will be elimination, as certified by the County, by demolition,

condemnation, effective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; and provided further, that where more than one family is living in an unsafe or unsanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and, provided further, that this Paragraph 4 shall not apply in the case of: (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project; or (ii) any Project located in a rural non-farm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as: (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payment in Lieu of Taxes) shall:
 - a. Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwelling inhabitants in the County;
 - b. Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
 - c. Insofar as the County may lawfully do so: (i) grant such deviations from the building code of the County as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety; and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;
 - d. Accept grants of easements necessary for the development of such Project; and
 - e. Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the

development and administration of such Project.

6. With respect to any Project, the County further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority, it will:
 - a. Accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, pavings, and installation thereof in accordance with specifications acceptable to the County;
 - b. Accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for all streets bounding such Project or necessary to provide adequate access thereto (in consideration thereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned); and
 - c. Provide, or cause to be provided, water mains, storm and sanitary sewer mains leading to such Project and serving the bounding streets of such Project (in consideration thereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned).
7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes or to become due to the County with respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.
8. No Cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.
9. No member of the governing body of the County or any other public official of the County who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any Project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the County involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.
10. So long as any contract between the Local Authority and the Government for Loans (including preliminary loans) or annual contributions, or both, in connection with

any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the Local Authority and the County have respectively signed this Cooperation Agreement and caused their seals to be affixed and attested as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF
AUGUSTA, GEORGIA

By _____
Roger Murchison, Chairman

(Seal)

ATTEST:

Jacob Oglesby, Secretary

AUGUSTA-RICHMOND COUNTY, GEORGIA

By _____

(Seal)

ATTEST:

, Secretary

EXHIBIT A**The Housing Authority of the City of Augusta, Georgia
Affordable Housing Properties**

<u>Project Name/Address</u>	<u>Project Number</u>	<u>Public Housing Units</u>
Olmsted Homes 2141 B Street Augusta, GA 30904	GA001000010	255
Cherry Tree Crossing 1694 Hunter Street Augusta, GA 30901	GA001000020	389
Oak Pointe Apartments 730 East Boundary Augusta, GA 30901	GA001000050	250
Dogwood Terrace 2101 15th Ave. Augusta, GA 30901	GA001000060	270
Peabody Apartments 1425 Walton Way Augusta, GA 30901	GA001000071	228
Ervin Towers 1365 Laney Walker Blvd. Augusta, GA 30901	GA001000072	100
Allen Homes 526 Hines Street Augusta, GA 30901	GA001000080	150
Hal Powell Apartments 2244 Broad Street Augusta, GA 30904	GA001000090	100
Jennings Homes 1690 Olive Road Augusta, GA 30904	GA001000100	150
M. M. Scott Apartments 825 Spruce Street Augusta, GA 30901	GA001000120	100

Barton Village 3619 London Blvd. Augusta, GA 30906	GA001000140	153
Overlook Apartments 2325 Overlook Road Augusta, GA 30906	GA001000160	76
The Legacy at Walton Oaks 601 Fairhope Street Augusta, GA 30901	GA001000170	11
Walton Oaks Family Phase 1 601 Fairhope Street Augusta, GA 30901	GA001000180	14
Walton Oaks Family Phase 2 601 Fairhope Street Augusta, GA 30901	GA001000190	14
The Legacy at Walton Oaks 2 601 Fairhope Street Augusta, GA 30901	GA001000200	20
Twiggs Circle Address To Be Determined Augusta, GA 30901	GA001000210	120