



Administrative Services Committee  
Meeting

Commission Chamber- 11/26/2012- 1:05 PM

### **ADMINISTRATIVE SERVICES**

1. Discuss item/items not being approved or receiving an affirmative vote remaining in committee. (Requested by Commissioner Guilfoyle) ☐ [Attachments](#)
2. Motion to approve the minutes of the Administrative Services Committee held on October 29, 2012. ☐ [Attachments](#)
3. Consider proposed procedure for authorization of Agreements/Contracts for the Housing and Community Development Department for Program Years 2013, 2014, 2015, and 2016. ☐ [Attachments](#)
4. Consider proposed procedure for authorization of Agreements/Contracts for the LaneyWalker/Bethlehem Redevelopment by the City Administrator and Mayor. ☐ [Attachments](#)
5. Consider proposed procedure for authorization of Agreements/Contracts, for the Hyde Park Drainage Improvement Project by the City Administrator and Mayor. ☐ [Attachments](#)
6. Update from the Deputy Administrator on Human Resources. (Requested by the Deputy Administrator) ☐ [Attachments](#)
7. Approve the renewal of existing Master Services Agreement with ADP to provide Health and Welfare services and Time and Labor Management services for Augusta, GA employees. (Referred from November 20 Commission meeting) ☐ [Attachments](#)
8. Discuss Augusta Youth Center Lease Agreement. **(Requested by Commissioner Matt Aitken) (Referred from October 29 Administrative Services Committee) (Referred from November 20 Commission meeting)** ☐ [Attachments](#)



**Administrative Services Committee Meeting  
11/26/2012 1:05 PM  
Agenda Items Remaining in Committee**

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**Department:** Clerk of Commission

**Caption:** Discuss item/items not being approved or receiving an affirmative vote remaining in committee. (Requested by Commissioner Guilfoyle)

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

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

**REVIEWED AND APPROVED BY:**

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**Administrative Services Committee Meeting  
11/26/2012 1:05 PM  
Minutes**

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**Department:** Clerk of Commission

**Caption:** Motion to approve the minutes of the Administrative Services Committee held on October 29, 2012.

**Background:**

**Analysis:**

**Financial Impact:**

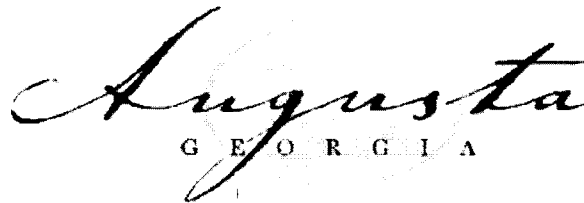
**Alternatives:**

**Recommendation:**

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

**REVIEWED AND APPROVED BY:**

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Administrative Services Committee Meeting Commission Chamber - 9/24/2012

**ATTENDANCE:**

Present: Hons. Lockett, Chairman; Aitken, Vice Chairman; Mason and Brigham, members.

**ADMINISTRATIVE SERVICES**

1. Approve a request from the Housing and Community Development Department for a budget transfer of \$18,370.00 from the Permanent Part-time Salaries & Wages to the Temporary Workers Account. This action is needed to cover current staff shortages. This transfer will cover assistance through the end of this calendar year. **Item Action:** Approved

**Motions**

| <b>Motion Type</b> | <b>Motion Text</b>                       | <b>Made By</b>              | <b>Seconded By</b>            | <b>Motion Result</b> |
|--------------------|------------------------------------------|-----------------------------|-------------------------------|----------------------|
| Approve            | Motion to approve.<br>Motion Passes 4-0. | Commissioner<br>Matt Aitken | Commissioner<br>Jerry Brigham | Passes               |

2. Discuss the functions of the Equal Employment Opportunity Office: Jurisdiction "The internal Augusta-Richmond County Equal Employment Opportunity Office covers employees and departments in the Augusta-Richmond County Government operating under the authority of the Mayor and the Commission." Charter Article 5. Section 140(c). "In furtherance of the policies stated in subsections (a) and (b) of this section, the Commission shall employ a person to serve as equal employment opportunity director and as director of minority and small business opportunities. The director shall develop and subject to the approval of the Commission, implement such policies, procedures, and guidelines as the director deems necessary or appropriate to ensure equal employment opportunities for all citizens. The director, subject to the approval of the Commission, shall propose and implement such policies, procedures and guidelines as are necessary and appropriate to ensure equal opportunities for all businesses and citizens in contracting with the Commission **Item Action:** Approved



and all departments, agencies, authorities, and other entities of local government and to encourage the development of minority and small businesses within Richmond County. In addition, said director shall have such other powers and duties as may from time to time be afforded by action of the Commission." (Requested by Commissioner Lockett)

### Motions

| Motion Type | Motion Text                                                    | Made By                  | Seconded By                | Motion Result |
|-------------|----------------------------------------------------------------|--------------------------|----------------------------|---------------|
| Delete      | Motion to delete this item from the agenda. Motion Passes 4-0. | Commissioner Matt Aitken | Commissioner Jerry Brigham | Passes        |

3. Motion to approve the minutes of the Administrative Services Committee held on September 10, 2012. **Item Action:** Approved

### Motions

| Motion Type | Motion Text                           | Made By                  | Seconded By                | Motion Result |
|-------------|---------------------------------------|--------------------------|----------------------------|---------------|
| Approve     | Motion to approve. Motion Passes 4-0. | Commissioner Matt Aitken | Commissioner Jerry Brigham | Passes        |

4. Discuss Powers and Duties of the Mayor and Council Members: Handbook for Georgia Mayors and Council Members, 5th Edition. "Legislative responsibilities involve setting policy for the government by enacting various ordinance, resolutions, and regulations." "Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards and commissions in the city." (Requested by Commissioner Lockett) **Item Action:** Approved

### Motions

| Motion Type | Motion Text                           | Made By                  | Seconded By                | Motion Result |
|-------------|---------------------------------------|--------------------------|----------------------------|---------------|
| Approve     | Motion to approve. Motion Passes 4-0. | Commissioner Matt Aitken | Commissioner Jerry Brigham | Passes        |

5. Update on current status of progress made on code enforcement violations at Regency Mall in light of news report which reflected fires and possible vandalism on the inside of at least one building at the mall. Provide information substantiating how a clean, safe, and healthy environment is maintained at the mall. Ascertain whether code enforcement goals are being met as relates to improving both the appearance and value of residential and business properties in the area. Discuss License and Inspection Report. (Requested by Commissioner Lockett)
- Item Action:**  
Approved

#### Motions

| Motion Type | Motion Text                                                                 | Made By                    | Seconded By              | Motion Result |
|-------------|-----------------------------------------------------------------------------|----------------------------|--------------------------|---------------|
| Approve     | Motion to approve receiving this item as information.<br>Motion Passes 4-0. | Commissioner Jerry Brigham | Commissioner Matt Aitken | Passes        |

6. Discuss termination of transit management agreement (June 7, 2011) between Augusta, Georgia and Mobility Transit Services, LLC. (Requested by Commissioner Lockett)
- Item Action:**  
Approved

#### Motions

| Motion Type | Motion Text                                                                                       | Made By                  | Seconded By              | Motion Result |
|-------------|---------------------------------------------------------------------------------------------------|--------------------------|--------------------------|---------------|
| Approve     | Motion to approve receiving this item as information. Mr. Brigham votes No.<br>Motion Passes 3-1. | Commissioner Matt Aitken | Commissioner Alvin Mason | Passes        |

7. Motion to approve going into a Legal Meeting.
- Item Action:**  
Approved

#### Motions

| Motion Type | Motion Text                                                                                                          | Made By                  | Seconded By              | Motion Result |
|-------------|----------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|---------------|
| Approve     | Motion to approve going into legal for pending and potential litigation. Mr. Brigham votes No.<br>Motion Passes 3-1. | Commissioner Alvin Mason | Commissioner Matt Aitken | Passes        |

8. Motion to authorize execution by the Chairman of the affidavit of compliance with Georgia's Open Meeting Act.

**Item**  
**Action:**  
Approved

### Motions

| Motion Type | Motion Text                                                                     | Made By                       | Seconded By                 | Motion Result |
|-------------|---------------------------------------------------------------------------------|-------------------------------|-----------------------------|---------------|
| Approve     | Motion to add and approve the execution of the affidavit.<br>Motion Passes 4-0. | Commissioner<br>Jerry Brigham | Commissioner<br>Alvin Mason | Passes        |

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**Administrative Services Committee Meeting**

**11/26/2012 1:05 PM**

**Proposed Procedure for Authorization of Agreements/Contracts for the Housing and Community Development Department for Program Years 2013, 2014, 2015, and 2016**

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**Department:** Housing and Community Development Department (AHCDD)

**Caption:** Consider proposed procedure for authorization of Agreements/Contracts for the Housing and Community Development Department for Program Years 2013, 2014, 2015, and 2016.

**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), Augusta did not receive its approved agreement until mid-April of 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 Years 2013, 2014, 2015, and 2016: 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 Years 2013, 2014, 2015, and 2016).
- 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:**

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

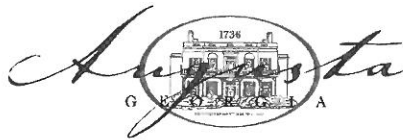
Cover Memo

Item # 3

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Cover Memo

Item # 3



**HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT**

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**Chester A. Wheeler, III**  
**Director**

# Attachment #1

## Funding Approval/Agreement (copy of)

# Attachment 1

## Funding Approval/Agreement

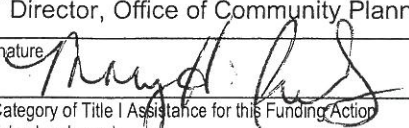
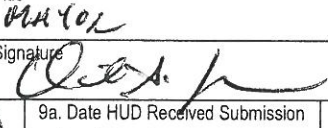
Title I of the Housing and Community Development Act (Public Law 930383)  
HI-00515R of 20515R

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)<br><b>City of Augusta, Georgia</b>                                | 3a. Grantee's 9-digit Tax ID Number:<br><b>58-2204274</b> | 3b. Grantee's DUNS Number:<br><b>073438418</b> | 4. Date use of funds may begin (mm/dd/yyyy):<br><b>01/01/2012</b> |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br><b>530 Greene Street<br/>Augusta, Georgia 30911</b> | 5a. Project/Grant No. 1<br><b>B-12-MC-13-0003</b>         | 6a. Amount Approved<br><b>\$1,723,227</b>      |                                                                   |
|                                                                                                                                | 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)<br><b>Mary H. Presley</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                    | Grantee Name<br><b>City of Augusta, Georgia</b>                                                 |                                                                                                                                             |
| Title<br><b>Director, Office of Community Planning and Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                    | Title<br><b>MAYOR</b>                                                                           |                                                                                                                                             |
| Signature<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Date (mm/dd/yyyy)<br><b>04/04/2012</b>                                                                             | Signature<br> | Date (mm/dd/yyyy)<br><b>5/8/12</b>                                                                                                          |
| 7. Category of Title I Assistance for this Funding Action (check only one)<br><input checked="" type="checkbox"/> a. Entitlement, Sec 106(b)<br><input type="checkbox"/> b. State-Administered, Sec 106(d)(1)<br><input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B)<br><input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1)<br><input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b)<br><input type="checkbox"/> f. Special Purpose Grants, Sec 107<br><input type="checkbox"/> g. Loan Guarantee, Sec 108 | 8. Special Conditions (check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission (mm/dd/yyyy) <b>11/15/2011</b>                                 | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding Approval<br><input type="checkbox"/> b. Amendment<br>Amendment Number |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                    | 9b. Date Grantee Notified (mm/dd/yyyy) <b>APR 19 2012</b>                                       |                                                                                                                                             |
| 11. Amount of Community Development Block Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                    | 9c. Date of Start of Program Year (mm/dd/yyyy) <b>01/01/2012</b>                                |                                                                                                                                             |
| a. Funds Reserved for this Grantee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                    | FY (12 )                                                                                        | FY ( )                                                                                                                                      |
| b. Funds now being Approved                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                    | <b>\$1,723,227</b>                                                                              |                                                                                                                                             |
| c. Reservation to be Cancelled (11a minus 11b)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                    | <b>\$1,723,227</b>                                                                              |                                                                                                                                             |

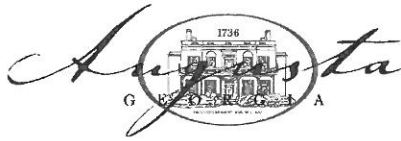
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 12a. Amount of Loan Guarantee Commitment now being Approved<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         | 12b. Name and complete Address of Public Agency<br><b>N/A</b> |
| <b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b><br>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<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                               |
| Title<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                               |
| 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 |
|-------------------------------|---------------------------------|--------------|------------------|------------|-------------|





HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

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Chester A. Wheeler, III  
Director

# Attachment #2

## CDBG Timeliness Standard (email from HUD Regional Office)

ATTACHMENT 2

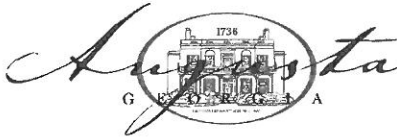
**Chester A. Wheeler**

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**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*



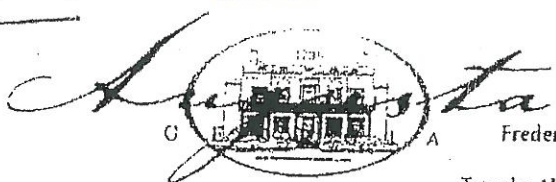
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

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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](http://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



**Administrative Services Committee Meeting**

**11/26/2012 1:05 PM**

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

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**Department:** Housing and Community Development Department (AHCDD)

**Caption:** Consider proposed procedure for authorization of  
Agreements/Contracts for the Laney Walker/Bethlehem  
Redevelopment by the City Administrator and Mayor.

**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 provided 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 (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 years 2013, 2014, 2015, 2016: • \* 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.

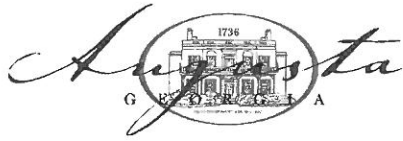
**Alternatives:** None Recommended

**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:**

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



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  
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:

1. Georgia property transfer tax;
2. 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;
3. 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](http://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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F23, New Construction Purchase and Sale Agreement, Page 3 of 8 05/02/12

Item # 4



**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.

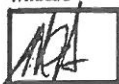
**16. Other Provisions.**

- 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


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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®

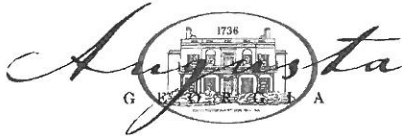
**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_ and has been filled in by \_\_\_\_\_.

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**

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**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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Pre Development Services:</p> <ul style="list-style-type: none"> <li>Architecture</li> <li>Survey</li> <li>Project</li> <li>Management</li> <li>Branding &amp; Marketing</li> </ul> | <p>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.</p>                             | <p>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.</p>                                                                                                      |
| <p>Construction</p> <ul style="list-style-type: none"> <li>New Homes</li> <li>Infrastructure</li> <li>Homeowner Rehab</li> </ul>                                                       | <p>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.</p>                                                                                                                                                          | <p>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.</p>                                                                                                                                                                               |
| <p>Real Estate Sales</p>                                                                                                                                                               | <p>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.</p>                                                                                                                                               | <p>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.</p>                                                                                                                                                                 |
| <p>Ongoing Services</p> <ul style="list-style-type: none"> <li>Project</li> <li>Management</li> <li>Construction</li> <li>Management</li> </ul>                                        | <p>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.</p> | <p>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.</p> |



**Administrative Services Committee Meeting**

**11/26/2012 1:05 PM**

**Proposed Procedure for Authorization of Agreements/Contracts, for the Hyde Park Drainage Improvement Project by the City Administrator and Mayor**

---

**Department:** Housing and Community Development Department (AHCDD)

**Caption:** Consider proposed procedure for authorization of Agreements/Contracts, for the Hyde Park Drainage Improvement Project by the City Administrator and Mayor.

**Background:** On October 18, 2011, the Commission approved the transfer of SPLOST III and IV funds to the Hyde Park/Wilkerson Gardens Drainage Improvements Project to fully-fund the design and initial phases of property appraisals, land acquisition, and resident relocations. The Housing and Community Development Department, in conjunction with the City's Engineering Department, has been charged with Delivering original appraisals (and review appraisals) to access the current values of all current properties apart of this project, Using certified property appraisals/review appraisals (of each existing Hyde Park property) to offer the current property owners a fair and equitable amount for each property in an effort to reach an agreement on a sales price. Once an agreement has been met, Housing and Community Development will move to, Relocate each displaced homeowner/tenant to a replacement property using the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as a basis. The appraisal process/services will be managed by the staff of the Housing and Community Development Department as well. Additionally, the acquisition process/services will be managed by the staff of the Engineering Department. For these services, the engineering Department will work with current staff to coordinate and administer acquisition and related activities, within the guidelines of local, state, federal laws and Augusta-Richmond County's policies and procedures. Furthermore, the relocation process/services will be managed by staff of the Housing and Community Development Department. The relocation office will be located at 2024 Golden Rode Street which is in the Hyde Park Neighborhood. In order to fulfill the task required in the relocation process, three (3) temporary employees (were hired per commission approval) to assist families in their relocation to other housing. The day to day management of the Hyde Park Drainage Improvement Project

to Cover Memo  
Item # 5

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 explanation of responsibilities associated with each service. Also, see Attachment “B” for an example of a recent sales contract (from another project) that required an extensive negotiation period between the homebuyer, and seller. The execution of this contract would have been further delayed, or possibly lost, if additional approvals were required. Failure to make decisions on the selection of approved homes for homeowners and rental units for tenants affects our ability to initiate the construction start of new projects, impacts our ability to place new homes under contract and close on the sale of homes in a timely manner and increases the risk of a desired rental unit being awarded to another interested tenant.

To facilitate the execution of agreements/contracts, we are proposing the following Agreement/Contract Execution Procedures for the Housing and Community Development Dept. for the calendar years 2013, 2014, 2015, 2016: Once a purchase price (using certified property appraisals/review appraisals (of each existing Hyde Park property)) to offer the current property owner a fair and equitable amount has been offered/accepted by the homeowner and each existing homeowner/tenant relocated to a replacement property using the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as a basis: · The Mayor, City Administrator, and the Director of HCDD will be given the authorization to execute all the necessary contracts, and agreements required to effectively and efficiently manage the Hyde Park Drainage Improvement Project. All documents will require the signature of all three parties; · The HCDD will provide an annual Financial Report of the Hyde Park Drainage Improvement Project inclusive of Policy and Procedures, Hyde Park Drainage Improvement Project Budget and Budget Breakdown, and a Summary of Service (appraisal, acquisition and relocation) Expenditures to the Commission. The annual report will be due no later than 60 days after December 31st of each year commencing in December of 2013.

**Analysis:**

The Hyde Park Drainage Improvement Project currently doesn't have an agreement/contract approval process in place due to this being a new undertaking. However, the process described within this Agenda Item, has been battle tested and is working well as part of similar projects (i.e. Laney Walker Bethlehem Revitalization Project) associated with Housing and Community Development.

**Financial Impact:**

Approval of the proposed procedure will facilitate the expenditure of funds in a timely and orderly manner.

**Alternatives:** None Recommended.

**Recommendation:** Approve Procedure for Authorization of Agreements/Contracts for the Hyde Park Drainage Improvement Project administered by the Housing and Community Development Department and Engineering Departments alike.

**Funds are Available  
in the Following  
Accounts:** Funds are available in the Hyde Park Drainage Project Account.

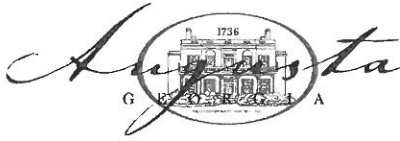
**REVIEWED AND APPROVED BY:**

**Finance.**

**Law.**

**Administrator.**

**Clerk of Commission**



**HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT**

---

**Chester A. Wheeler, III**  
**Director**

# Attachment #A

## Hyde Park --- Services Review and Responsibility



# Hyde Park --- Services Review & Responsibility

| Service Type         | Responsible City Department                                                                                                                                                                                                                                                                | Explanation of Services<br>(but not limited to.....)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Acquisition Services | <u>Engineering Department (Managing Department)</u><br>The Engineering Department will work with current staff to coordinate and administer acquisition and related activities, within the guidelines of local, state, federal laws and Augusta-Richmond County's policies and procedures. | <ul style="list-style-type: none"> <li>Appraise <b>approximately 350 (in phases - 4)</b> parcels on the Hyde Park Regional Storm Water Facility Project, via a phased (4) process. The applicant must be licensed by the State of Georgia as a Licensed Appraiser. All appraisals will have to be done according to USPAP specifications, which would include all reports and also data books.</li> <li>Coordinate ordering property appraisals, review appraisals for compliance,</li> <li>Develop tracking policies and procedures needed to provide the Augusta Housing and Community Development Department's (AHCDD's) designated staff with daily/weekly updates,</li> <li>Prepare and physically present weekly reports on property Appraisal activities, and</li> <li>Maintain accurate, up to date files, for each property Appraisal transaction.</li> </ul> |
| Appraisal Services   | <u>Housing and Community Development Department (Managing Department)</u><br>Services to be performed by a state certified appraiser.                                                                                                                                                      | <ul style="list-style-type: none"> <li>Acquire <b>approximately 350 (in phases - 4)</b> parcels on the Hyde Park Regional Storm Water Facility Project,</li> <li>Coordinate Property Acquisition and Land Transfers,</li> <li>Research property title information including ownership, liens, etc.,</li> <li>Provide photo documentation and prepare recommendations for land acquisition purchases which are needed to support the Hyde Park Regional Storm Water Facility Project,</li> <li>Develop tracking policies and procedures needed to determine various property ownership interest including deceased heirs</li> </ul>                                                                                                                                                                                                                                     |

Chester A. Wheeler, III, Director

Page 1

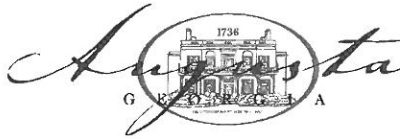
## Attachment "A"

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>and fractional property interest,</p> <ul style="list-style-type: none"> <li>• Coordinate ordering property appraisals, review appraisals for compliance (via the procured Appraisal Services company),</li> <li>• Prepare sales contracts and options to purchase,</li> <li>• Negotiate property purchases with owners,</li> <li>• Prepare property closing package in coordination with the AHCDD and work closely with closing attorneys to transfer files and manage all aspects of the property closing transaction,</li> <li>• Using Geographic Information Systems software, map all property acquisition activity and provide AHCDD with up-to-date information on the progress of the land banking initiative on a parcel by parcel basis WEEKLY via a standard meeting,</li> <li>• Prepare weekly reports on property acquisition activities, and</li> <li>• Maintain accurate, up to date files, for each property acquisition transaction.</li> </ul>                                                                                   |
| Relocation Services | <p><u>Housing and Community Development Department (Managing Department)</u></p> <p>AHCDD will utilize three (3) recently hired Relocation Specialists to assist AHCDD's Program Planning Manager (Hattie Hogan) in coordinating and administering relocation and related activities within the guidelines of local, state, federal laws and Augusta-Richmond County policies and procedures. Further, these specialist will report to and assist the Program Planning Manager and other County staff, homeowners, attorneys, and real estate agents in the best interest of the Hyde Park project.</p> | <ul style="list-style-type: none"> <li>• Responsible for the relocation of approximately 116 families (in phases),</li> <li>• Responsible for the coordination of and serves as liaison for all Relocation/Acquisition/Appraisal activities associated with the Hyde Park Project,</li> <li>• Responsible for intake and processing of applications. Determines project costs, to include Relocation/Acquisition costs,</li> <li>• Responsible for providing technical assistance, as well as providing transportation to tenants to find comparable replacements to include cost and location, as well as counseling with tenant to establish needs and preferences,</li> <li>• Coordinates inspections for replacement housing,</li> <li>• Responsible for all administrative clerical assistance to include filing, record keeping, data entry and answering phones,</li> <li>• Prepare weekly reports on property acquisition activities, and</li> <li>• Maintain accurate, up to date files, for each property acquisition transaction</li> </ul> |

Item # 5

Chester A. Wheeler, III, Director

Page 2



**HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT**

---

**Chester A. Wheeler, III**  
**Director**

# Attachment #B

## Hyde Park --- Contract to Sale



GEORGIA, AUGUSTA-RICHMOND COUNTY

CONTRACT OF SALE

This agreement made and entered into this 14<sup>th</sup> day of February 2012 between  
 [REDACTED]  
 hereinafter referred to as Seller, and Augusta, Georgia Land Bank Authority, on behalf of  
City of Augusta, hereinafter referred to as Purchaser;

W I T N E S E T H:

1. Property. Seller agrees to sell and convey and Purchaser agrees to purchase that certain real property lying and being in the City of Augusta, Richmond County, Georgia and known as [REDACTED] more fully described in Exhibit A attached hereto and by this reference made a part hereof.

2. Purchase Price. The total consideration that Purchaser agrees to pay and Seller agrees to accept shall be [REDACTED] which shall be payable on delivery of the deed of conveyance as hereinafter provided at the closing of the sale and purchase of the Property.

3. Title Examination; Title to be conveyed to Purchaser. Purchaser shall be obligated to close the purchase of the Property only if Seller will have as of closing and shall convey to Purchaser at closing good and marketable fee simple title to the Property, free and clear of all liens, restrictions and encumbrances. Purchaser shall have 30 days after acceptance of this contract in which to examine title and in which to furnish Seller with a written statement of objection affecting the marketability of said title. In the event that Seller is unable to convey good and marketable title, neither party shall have any rights, remedies, or obligations.

4. No Agents or Brokerage Fees. All negotiations relative to this contract and the transactions contemplated hereby have been conducted by and between the Seller and Purchaser without the intervention of any person or other party as agent or broker. Seller and Purchaser warrant and represent to each other that there will be no broker=s fees or commissions payable as a consequence of the transactions contemplated by and provided for in this Contract. Seller and Purchaser shall and do hereby indemnify and hold harmless each other from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of dealings, negotiations or communications with the indemnifying party in connection with this contract or the Sale of the Property.

5. Closing.

(a) Closing of the sale hereunder shall take place at the offices of [REDACTED], [REDACTED], or as designated, at a time and on a date mutually agreeable to the parties hereto, but in no event later than **120 days** after the signing of this contract.

(b) At closing seller shall execute and deliver to Purchaser a general warranty deed, in recordable form, conveying good and marketable fee simple title to the Property, free and clear of all claims, liens, deeds to secure debt, mortgages, security interests, restrictions, covenants, easements, leases, licenses, options, rights or other encumbrances, except and only:

- (i) restrictive covenants affecting the Property, if any; and
- (ii) any and all easements for drainage, sewage and utilities or other matters affecting the Property recorded upon the Richmond County deed records or shown upon any recorded plat of the Property.
- (iii) All costs of closing shall be paid by the Purchaser, including without limitation the cost of preparing the deed conveying the Property, the cost of examining the title to the Property, and the costs of all surveys, tests, or analysis or investigations of the Property elected to be made by the Purchaser.

(iv) Seller agrees to deliver all keys for access to the structure(s) located on the subject property to the Buyer at the closing.

(v) Seller agrees to maintain the subject property in the same or better condition as when the contract is entered.

6. Prorations. All rentals, payments, royalties and consideration of any and every kind, if any, for all rental and other types of agreements, if any, affecting the Property, collected or uncollected, and all utility charges, if any, with respect to the Property, shall be prorated between the Purchaser and Seller as of the Closing Date. In addition, all city, county and/or state ad valorem taxes affecting the Property for the calendar year of the Closing shall be prorated between the Purchaser and the Seller, provided that Seller shall pay at Closing all assessments of any kind on the Property due and payable prior to the Closing Date. In the event that the bill for the ad valorem property taxes is not available at the time of the Closing, the proration shall be based upon either the tax bill for the immediately preceding year or the current millage rate and valuation, if available.

7. Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person or sent by United States Registered or Certified Mail/Return Receipt Requested, postage prepaid to the addresses set out below or at such other addresses as specified by written notice delivered in accordance herewith, and mail shall be deemed delivered on the third day following the posting thereof:

Seller:

[REDACTED]

Purchaser: Augusta, Georgia Land Bank Authority  
925 Laney Walker Blvd.  
Augusta, Georgia 30901

8. Miscellaneous:

(a) This contract contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(b) This agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(c) Any amendment to this contract shall not be binding upon any of the parties to the contract unless such amendment is in writing and such amendment is executed by all of the parties to this contract.

(d) This agreement is subject to the availability of funding by the Augusta Housing & Community Development Department. In the event the Housing and Community Development Department does not provide the necessary funds, this agreement is null and void.

(e) Time is of the essence of this contract.

(f) Unless set forth to the contrary herein, if any term, covenant or condition of this contract or the application thereof to any personal circumstance shall, to any extent be invalid or unenforceable, the remainder of this contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this contract shall be valid and be enforced to the fullest extent permitted by law.

(g) This contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.



AUGUSTA, GEORGIA LAND BANK AUTHORITY

Property Address:

[REDACTED]

SELLER:

[REDACTED]

By:

\_\_\_\_\_

[REDACTED]

WITNESS:

\_\_\_\_\_

[REDACTED]

PURCHASER

By:

\_\_\_\_\_

[REDACTED]

WITNESS:

\_\_\_\_\_



**Administrative Services Committee Meeting  
11/26/2012 1:05 PM  
Human Resources**

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**Department:** Clerk of Commission

**Caption:** Update from the Deputy Administrator on Human Resources.  
(Requested by the Deputy Administrator)

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

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

**REVIEWED AND APPROVED BY:**

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**Administrative Services Committee Meeting  
11/26/2012 1:05 PM  
ADP Renewal of Master Services Agreement**

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**Department:** Human Resources

**Caption:** Approve the renewal of existing Master Services Agreement with ADP to provide Health and Welfare services and Time and Labor Management services for Augusta, GA employees. (Referred from November 20 Commission meeting)

**Background:** ADP currently provides Health and Welfare services (automated benefits services) and Time and Labor Management services (automated time tracking) for Augusta, GA employees. On October 2, 2012 Augusta received notice of renewal of the contract to provide these services.

**Analysis:** There are no new services associated with this renewal - this is simply a continuation of the existing services that are provided by ADP. There is a 2.3% increase added to Health and Welfare services for 2013. There is no increase for Time and Labor Management services planned at this time. The total projected cost for 2013 will be \$519,300.

**Financial Impact:**

**Alternatives:** Do Not Approve ADP Renewal of Master Services Agreement

**Recommendation:** Approve ADP Renewal of Master Services Agreement

**Funds are Available in the Following Accounts:** This will be funded from 101015510 and 616015221 for 2013.

**REVIEWED AND APPROVED BY:**



ADP  
4900 University Ave  
West Des Moines, IA 50266

July 1, 2012

Augusta, Georgia  
Robby Burns  
530 Greene St  
Augusta, GA 30901

Dear Robby,

This letter is to notify you of a fee increase pursuant to the Master Services Agreement between Augusta, Georgia and ADP, Inc. effective 01/11/2010.

In accordance with Annex Z, Section 4 (fee changes), we are providing written notice of a rate increase which will take effect on 10/01/2012. A 2.3% increase shall apply to all Health & Welfare and FSA Services.

If you have any questions or concerns please feel free to contact Sean Kelly, your Service Delivery Manager

Sincerely,

A handwritten signature in cursive script that reads 'Janet Lightfoot'.

Janet Lightfoot – Director of Service Delivery  
ADP National Account Services

Item # 7



ADP, Inc.  
5800 Windward Parkway  
Alpharetta, GA 30005

October 2, 2012

Robby Burns  
City of Augusta  
530 Greene Street  
Augusta, GA 30911

**RE:** Renewal of Master Services Agreement

Dear Mr. Burns,

ADP, Inc. ("ADP") and Augusta, Georgia ("Client") are the parties to a Master Services Agreement dated January 11, 2010, as previously amended (the "Agreement"). In consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

1. **Renewal Term:** Effective January 11, 2013, the Agreement is renewed for a period of one (1) year thereafter.

Except as expressly amended by this renewal letter, all terms and conditions contained in the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions contained in the Agreement and the terms and conditions contained in this letter, the terms and conditions contained in this letter shall prevail. The terms defined in the Agreement and used in this letter shall have the same respective meanings as set forth in the Agreement unless otherwise clearly defined in this letter.

Acknowledged and agreed to:

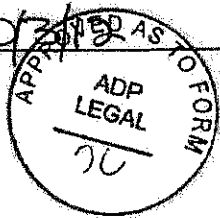
**ADP, INC.**

By: BS

Name: Brad Surminsky  
CFO, NAS Division

Title: \_\_\_\_\_

Date: 10/2/12



**AUGUSTA, GEORGIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Administrative Services Committee Meeting  
11/26/2012 1:05 PM  
Augusta Youth Center**

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**Department:**

**Caption:** Discuss Augusta Youth Center Lease Agreement. **(Requested by Commissioner Matt Aitken) (Referred from October 29 Administrative Services Committee) (Referred from November 20 Commission meeting)**

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

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

**REVIEWED AND APPROVED BY:**

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