If making a public comment, please fill out the form available on the table in the hallway to help ensure that your information is correctly entered into the minutes. Once you have spoken, please hand your form to the staff in front of the podium for the Clerk.

TENTATIVE AGENDA **REVISED 3-6-2023**
REVISED 3-7-2023

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

TUESDAY, MARCH 7, 2023, **6:00 P.M.**

CITY HALL

If business has not concluded by 8:15 p.m., there will be a 15-minute break.

A. Roll call

B. Approve Minutes of meetings of Tuesday, February 7 and Tuesday, February 21; non-voting minutes of Tuesday, February 14; Thursday, February 16; Tuesday, February 21; Wednesday, February 22; and Thursday, February 23, 2023.

C. Written communications

D. Public input. If you wish to address the Mayor and Commission on any item listed below on the consent agenda, please go to the podium and state your name and address. RULES OF THE COMMISSION STATE THAT A CITIZEN MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

E. Consent agenda. Items under this section have been discussed at prior public meetings and will be presented for consideration as a single item. Only one vote will be taken.

1. ADOPT: LRC Report: Special Events Ordinance

2. ADOPT: Sheriff's Office Market Survey Study Implementation

3. APPROVE: FY23 Fleet Replacement Program - Knuckle Boom Loader (Solid Waste)

4. APPROVE: Additional Litter Crew Truck and Trailers Purchase

5. APPROVE: FY23 Water Line Upgrades - Approval of Preliminary Construction Plans

6. APPROVE: SPLOST 2020 Project 22, Broadband Connectivity Enhancement – Preliminary Plans

7. APPROVE: SPLOST 2020, Project 24 – Animal Shelter Improvements – Proposed Project Concept

F. Public hearing and deliberation on recommendations from the Athens-Clarke County Planning Commission. The receipt of public input, the close of public input, and the consideration by the Commission will dispose of the proposed recommendations. PLEASE REFER TO ATTACHMENT A FOR TIME LIMITS FOR PRESENTATIONS.

8. Request of Chris Church, Freedom from Bondage, Inc., for special use in RM-1* (Mixed Density Residential with conditions) on .77 acres known as 189, 191, and 193 Highland Park Drive. Proposed use is halfway houses. Type I District 8 **– REVISED 3-6-2023**

Planning Commission recommendation: Approval (6-1)

Note: An application for a zoning decision for a halfway house shall follow the Type I procedure in chapter 9-4 and the hearing provisions set forth in O.C.G.A. §36-66-4, which require that the public hearing be held at least six months and not more than nine months prior to the date of final action on the zoning decision. The first reading was Tuesday, September 6, 2022.

G. Public input. If you wish to address the Mayor and Commission on any other item (#9-21) listed below on this agenda, please go to the podium and state your name and address. Comments on items not listed on this agenda will be received upon the completion of all other business. RULES OF THE COMMISSION STATE THAT A CITIZEN MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

H. Old business

9. Community Benefits Agreement between Leaven Group and the Unified Government of Athens-Clarke County and Amended Intergovernmental Agreement between the Unified Government and the Clarke County School District – **REVISED 3-6-2023**

10. Request of Scott Haines/W&A Engineering, Owners: Athens Construction Group Property Holdings, LLC/KDI Athens Mall, LLC/KDI Anchor, LLC/ KDI Athens Outparcels, LLC for rezoning from C-G (Commercial-General) to C-G (PD) (Commercial-General Planned Development) on 74.8 acres known as 3700, 3706, 3708, and 3710 Atlanta Highway. This will require an amendment to the Future Land Use map from Employment Center and General Business to General Business. Type I District 6 (Tuesday, February 7, 2023) **REVISED – 3-7-2023**

11. Proposed HOME-ARP Allocation Plan

12. SPLOST 2020 Project 19, Bishop Park Improvements – Public Art Location & Type Approval and SPLOST 2011 Project 21, Public Art Program – Proposed Project Concept

13. TSPLOST 2018 Project 06, Firefly Trail Project – Public Art – Artist, Art Type & Style

14. 1125 Newton Bridge Rd - Approval of a Public Pump Station & Force Main

15. Software and Training Contract Award for Pavement Maintenance Program

16. Resolution Pledging to Practice and Promote Civility in Athens-Clarke County

17. Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities Policy

18. 2023 RAISE Grant Application – Hawthorne Ave Planning

I. New business – Consider under suspension of Rules

19. SPLOST 2011 Project 27, Areawide Stormwater Improvements Program - Athena Drive Emergency Culvert Rehabilitation Change Order to Contract

20. Charlie Bolton Road Emergency Culvert Replacement Contract Award

21. Receive nomination from Mayor for Municipal Court Judge pursuant to Athens-Clarke County Code of Ordinances Section 1-4-17(f) and nomination from Mayor for Administrative Hearing Officer pursuant to Athens-Clarke County Code of Ordinances Section 1-5-1(6) to fill vacancies created by Judge Ryan S. Hope's appointment as a State Court Judge.

J. Public input. If you wish to address the Mayor and Commission on any item other than those listed on this agenda, please go to the podium and state your name and address. RULES OF THE COMMISSION STATE THAT A CITIZEN MAY SPEAK **ONCE** DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

K. Receive report from Mayor

L. Receive report from Manager

22. Contract awards in excess of $10,000 for month of January 2023

M. Receive report from Attorney

N. Receive input from Commissioners

O. Adjourn

A qualified interpreter for the hearing impaired is available upon request at least 10 days in advance of this meeting. Please call (706) 613-3031 (TDD {706} 613-3115) to request an interpreter or for more information.

Wireless access will be available for general use shortly before, during, and shortly after each Mayor and Commission meeting. Connect to “ACC_Public” Click on “I Agree”.

Free parking deck vouchers for citizens attending the monthly Regular Voting Meetings, Work Sessions, and Agenda Setting Meetings of the Mayor and Commission held at City Hall are available on the 2nd floor of City Hall.

ATTACHMENT A

PROCEDURE FOR CITIZEN INPUT ON ZONING RELATED PUBLIC HEARINGS.

All persons supporting and opposing a proposed rezoning may take either one of two different opportunities to address the Mayor and Commission at the final public hearing on the proposed rezoning, as follows:

1.a. Proponents shall first present their ten (10) minute argument in support of the proposed rezoning, and opponents shall then present their ten (10) minute argument in opposition to the proposed rezoning.

b. Neither side will be required to use all of its ten (10) minute argument period.

c. Either side may allocate its ten (10) minute argument period among any number of speakers, provided that the presentation by all speakers for each side shall not exceed ten (10) minutes per side.

d. All persons wishing to speak longer than three (3) minutes during one side's ten (10) minute argument period must register their intent to do so with the Clerk of Commission not later than the time that the meeting of the Mayor and Commission at which the final public hearing on the proposed rezoning is to be conducted is first called to order.

e. In the event that all persons wishing to speak longer than three (3) minutes as a part of one side's ten (10) minute argument are not able to agree how that side's ten (10) minute argument period shall be allocated, they shall inform the Mayor of their disagreement before either side begins its 10-minute argument, in which event the Mayor shall decide and announce the manner in which that side's ten (10) minute argument period shall be allocated. Any Commissioner dissatisfied with the Mayor's allocation of that side's ten (10) minute argument shall have the right to appeal the Mayor's allocation decision to the Commission before either side begins its ten (10) minute argument.

2. After the supporters and opponents of the proposed rezoning have concluded their ten (10) minute arguments, any person who has not yet spoken either for or against the proposed rezoning shall be allowed to address the Mayor and Commission concerning the proposed rezoning for no longer than three (3) minutes per person.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **SPECIAL EVENTS**; AND FOR OTHER PURPOSES.

WHEREAS, on August 10, 2021, the Mayor and Commission revised the original special events ordinance to establish an expanded pilot program until January 31, 2022, in order to explore opportunities to provide greater flexibility to special event organizers and public safety staff and identify ways to better meet the needs of special events organizers and attendees, while addressing areas of concern identified by Athens-Clarke County staff, particularly as it related to public safety; and

WHEREAS, on January 4, 2022, the Mayor and Commission extended the pilot program for an additional year until January 31, 2023, in order to allow for additional time to more fully evaluate the effectiveness of the pilot program, particularly in light of event limitations and/or cancellations caused by the COVID-19 pandemic during the original pilot program period; and

WHEREAS, following further evaluation and review by the Legislative Review Committee, the Mayor and Commission now wish to make the original pilot program permanent with some minor changes.

NOW, THEREFORE, the Commission of Athens-Clarke County, Georgia, hereby ordains as follows:

SECTION 1: Section 6-5-12 entitled *"Sale of beer and/or wine"* of the Code of Athens-Clarke County, Georgia, is hereby deleted in its entirety and the following new section is inserted in lieu thereof:

"Sec. 6-5-12. – Sale of beer and/or wine.

(a) *Purpose*. The purpose of this ordinance is to establish the framework for how beer and wine can be incorporated into special events.

(b) *Authorized Areas:* Where an event results in the closure of at least one city block, beer and wine may be dispensed and consumed within the delineated boundaries of a permitted special event subject to the conditions of this Section.

(c) *Application Process*

(1) The dispensing or consumption of beer and wine shall not be permitted at any special event in which the producer has failed to file for a permit at least 60 days prior to the date of the event, as noted in Section 6-5-3(b).

(2) The application for a special event at which beer and wine is permitted shall include, in addition to the map identifying the outermost boundaries of the event, a map no smaller than 8½ × 11 inches in size, clearly identifying the area(s), including all public streets and sidewalks within and adjacent to the area(s), where the consumption of beer and wine is proposed. However, no areas designated for the consumption of beer and wine shall encroach within the designated public circulation areas described in Section 6-5-2(d).

(3) The application for a permit for a special event at which beer and wine is permitted shall include a description of the area(s), including the size for such area(s), if utilized. The

application also shall contain a description of the method and structures that will be used to secure and separate such area(s) from other public areas.

(d) *Fees:* The fee for a permit to dispense and/or consume beer and wine at a special event shall be the greater of the fees this Section or those listed in the annual fee schedule as adopted by the Mayor and Commission. Fees are applied per event, made payable to Athens-Clarke County, and shall be paid in addition to and remitted at the same time as any other fees provided for in Section 6-5-9.

(1) $150 150 Person Beer Garden (up to 2,000 ft^2)

(2) $300 300 Person Beer Garden (up to 4,000 ft^2)

(3) $600 Festival Zone (1-4 contiguous blocks)

(e) *General Requirements*

(1) Whenever any event will include the dispensing and/or consumption of beer and wine, the producer of such event, at least 45 days prior to the event, shall meet with appropriate staff members of the Athens-Clarke County Government as designated by the Manager in accordance with Section 6-5-5 in order to review the plans, conditions and restrictions pertaining to the event. Prior to the issuance of a permit for the event, the producer shall sign a statement of understanding of and agreement to the terms and conditions imposed on the event. Such statement shall become a part of the conditions of the permit for the event.

(2) The dispensing of beer and wine at any special event shall be restricted to: (1) a holder of an alcoholic beverage caterer license issued by Athens-Clarke County, (2) a holder of a temporary alcoholic beverage permit issued to a bona-fide non-profit, tax-exempt civic organization by Athens-Clarke County, or (3) a holder of a separate home-brew special event permit issued by Athens-Clarke County, or (4) a holder of an alcoholic beverage license for a business distributing alcohol from their establishment for consumption within a festival zone. The name of such licensee(s) or permittee(s) and the current assigned number, as such appears on the license or permit, shall be required as a part of the application for a special event permit.

(3) The producer of the special event shall provide, at their own expense, at least one police officer for security, approved by the Chief of Police or their designee, at each entry/exit point for areas approved for the consumption of beer and wine. The Chief of Police or their designee may require additional police officers as needed to provide for the safety and security of the event.

(4) The event producer shall verify that participants who wish to consume beer or wine in the designated areas at the event are at least 21 years of age.

(5) Every area where beer and wine is consumed shall be conspicuously posted at all times at each point of entrance/exit with signs stating the following: "The possession of alcoholic beverages beyond this point is prohibited." The letters of such signs shall not be less than three inches in height and one-half inch in width and shall be in black letters on a contrasting light background. The event shall provide staff or volunteers at each

entry/exit point in order to help educate event patrons as to where the festival zone begins and ends.

(6) Patrons may not leave beer gardens or festival zones with open containers.

(7) Permit holders shall provide food service within areas designated for alcohol consumption.

(8) All food vendors shall apply for and receive a solid waste permit pursuant to the requirements of this Chapter before dispensing beverages at a special event.

(9) Containers for beer and wine shall be reusable, compostable, or recyclable, and shall not exceed 24 ounces. Pursuant to Section 3-12-23, open glass containers of any kind are strictly prohibited.

(10) It shall be unlawful for patrons of any area(s) of a special event in which beer and wine is permitted to bring into or take outside the designated area(s) any alcoholic beverage or to furnish any alcoholic beverage to any person outside the designated area where beer and wine is permitted. Provided, however, that participants in and sponsors of home-brew special events may transport malt beverages to designated areas within a home-brew special event in in accordance with applicable law.

(11) Notwithstanding the provisions of this Section, any person dispensing and/or consuming beer and wine in accordance with this Section shall comply with all other laws and ordinances pertaining to the sale, possession and consumption of alcoholic beverages.

(12) The event coordinator, or designee, shall be responsible for and take reasonable corrective steps related to adjusting signage, educating patrons, or other measures in a situation where that patrons are violating provisions of this section during a special event.

(f) *Beer Gardens:* A special event meeting the requirements of this ordinance may be permitted for the use of beer gardens as detailed in this Section.

(1) Within each city block that is closed for a special event where the event does not utilize a festival zone, the event may have:

(a) One beer garden, limited to no more than 300 persons and not exceeding an area greater than 4,000 square feet; or,

(b) Up to two beer gardens, with each area limited to no more than 150 persons and not exceeding an area greater than 2,000 square feet.

(2) A beer garden within a special event where beer and wine is permitted shall be securely enclosed on all sides by a fence, barricade, building, or other similar such structure approved by the Chief of Police, or their designee, so as to completely separate that area from the areas in which alcoholic beverages are not permitted. Every beer garden permitted under this Section should be rectangular in shape with one of the longer sides of such beer garden abutting a street curb.

(g) *Festival Zones:* A special event meeting the requirements of this ordinance, that closes at least one city block may have a festival zone as outlined in this Section.

(1) Permitting: There are significant challenges to coordinating communication with businesses and event patrons as it relates to a festival zone. This communication is exclusively the responsibility of the event producer, though staff may develop template documents for event producers to consider. Prior to the issuance of a special events permit that utilizes a festival zone, the producer of a special event shall provide:

(a) Evidence of their engagement with businesses adjacent and proximate to proposed festival zones as it relates to what is and is not permitted as a part of the festival zone. This shall apply to businesses located within a festival zone and to all businesses located within one block of a festival zone. Such evidence may include, but is not limited to, signature sheet from business managers, evidence of an attempt to contact by mail, or other similar verifiable information.

(b) A draft copy of the educational materials that will be shared with event patrons at the locations where festival zone wrist bands are issued.

(c) Draft copies of proposed educational signage along with maps indicating where the signage will be utilized in relation to areas where wrist bands or alcohol are issued.

(2) Location: the location(s) of any festival zones shall be determined during the administrative review of the special event application, conducted pursuant to Section 6-5-5, after the event applicant, Central Services staff, and Athens-Clarke County Police Department staff have had an opportunity to review the proposed locations, develop a potential site plan, identify the costs associated with establishing said festival zones, and such location(s) shall only be deemed to have been approved after receiving written approval by both Central Services and Athens-Clarke County Police Department staff who have been authorized by their respective department directors to grant such approval.

(3) Parades, marches, or other mobile special events may not depart a festival zone. However, these events may start outside of a festival zone and conclude within a festival zone.

(4) Boundaries and Access:

(a) Festival zone boundaries generally run from one intersection, either north/south or east/west, to the adjacent intersection.

(b) Fencing, barricades, buildings, or other similar structures must be used to define the entry and exit points into the festival zone.

(c) ADA compliant access shall be provided throughout and across the festival zone, and to all businesses that abut the festival zone, as outlined in 6-5-2(d).

(d) The festival zone shall be designed in such a way that emergency access can be provided as needed.

(e) A festival zone may be no larger than four consecutive blocks where each of the blocks are touching, although said blocks may not be in a straight line and the roadways between each block may or may not actually be closed to through traffic.

(5) Management:

(a) The event producer shall provide participants with wrist bands to identify persons who have presented proof of attaining the age of 21 years and who are authorized to purchase or hold in their possession beer and wine within the festival zone, both within and outside of licensed alcoholic beverage establishments; however, displaying such a uniquely identifiable wrist band does not relieve alcoholic beverage establishments of responsibility for determining if a person has attained the age of 21 years before dispensing alcohol to that person.

(b) Each patron will be limited to one approved container for consumption within the festival zone.

(c) Businesses that have an entry point included within the festival zone may sell beer and wine to patrons who possess wrist bands for consumption within the premises of their business and the adjacent festival zone so long as the business is licensed to serve alcohol.

(d) Beer and wine purchased within a licensed business having an entry point within the festival zone that knowingly and intentionally allows patrons to exit its premises with either an alcoholic beverage containing liquor, or beer and wine purchased from its establishment and not wearing an approved wrist band, shall be in violation of this Section.

(6) Safety:

(a) In addition to the requirement described in 6-5-12(e)(3), a festival zone will generally be required to provide at least one security officer per entry/exit point and at least one additional officer for support within the zone, as well as any additional officers as recommended the Chief of Police or their designee.

(b) Only one special event may be permitted at a time per sponsor/person; festival zones will not be permitted on days when another special event is already permitted in the area and on UGA home football game days.

(c) Unless otherwise permitted by state law, drinking alcohol in parked or moving motor vehicles is prohibited.

(h) *Violations:* In addition to the penalties outlined in 6-5-26, the Manager's Office retains the authority to deny incorporation of the use of alcohol into any special event and/or for any affiliated permit holder charged with an ordinance violation from this Section within a seven year rolling period, except that any charged violations that are dismissed or that result in an acquittal shall not be held against the special event or any affiliated permit holder following said dismissal or acquittal. Suspensions, as they relate to special events, will be assessed on the following schedule:

(1) 1st Violation – 13 month suspension of the permittee's and event's ability to incorporate the use of alcohol into a special event.

(2) 2nd Violation – 25 month suspension of the permittee's and event's ability to incorporate the use of alcohol into a special event.

(3) 3rd and Subsequent Violation(s) – 60 month suspension of the permittee's and the event's ability to incorporate the use of alcohol into a special event.

SECTION 2. Should any provision, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, paragraphs, sentences, or words of this Ordinance as hereby issued shall remain in full force and effect. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall become effective immediately upon its approval by the Mayor or its adoption into law without such approval.

SECTION 4. The Clerk of Commission, in consultation with the County Attorney, shall have the power to correct scrivener's errors.

SO ORDERED AND ORDAINED this ___ day of March, 2023.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

_____
Kelly Girtz, Mayor

Attest: _____
Jean Spratlin, Clerk of Commission

Legislative Review Committee
Commission Report

SUBJECT: LRC Report: Special Events Ordinance Revisions

DATE: February 4, 2022

PURPOSE: This report provides the Mayor and Commission with a recommendation from the Legislative Review Committee for the special events ordinance.

HISTORY:

1. On February 4, 2020, Mayor Girtz assigned to the Legislative Review Committee (LRC) the topic, "Review and make recommendations regarding current alcohol serving opportunities for Special Events on public properties and public rights-of-way (both free public activities and ticketed events), including flexibility regarding shape and size requirements of drinking areas, food service requirements, furniture requirements, and consideration of the ratio of police officers required per physical size or occupancy, as well as review of areas managed by Leisure Services that may be available for Special Events that serve alcohol."

2. The LRC discussed this topic at its February 27, 2020, and May 20, 2021, meetings and sought clarification from staff on the existing ordinance and opportunities to provide flexibility regarding seating and size requirements.

3. At the July 22, 2021, meeting, the LRC reviewed staff recommendations on a proposed changes to the special events ordinance to provide greater flexibility, which included:
    - An option to permit the use of one festival zone when two or more city blocks are closed for a special event;
    - Modification of the requirements for special outdoor cafés for special events that do not utilize a festival zone to allow one special outdoor café area not exceeding 4,000 sq. ft. or up to two special outdoor cafés, each not exceeding an area greater than 2,000 sq. ft., within each city block; and
    - Removal of the requirement for seating for every person admitted within a special outdoor café area or festival zone.

    Staff recommended that the Committee consider establishing a pilot program to evaluate the effectiveness of the proposed changes. The Committee agreed and discussed having the pilot run through the end of the calendar year to capture feedback from several types of events.

    The LRC voted unanimously to approve recommendation of the ordinance, with an amendment to replace references to "plastic cup" with "approved cup or container", and establishment of a pilot program.

4. The Mayor & Commission discussed the recommendation and received public input at their August 3, 2021 Voting Session. The Committee Chair requested the topic return to

Committee for further refinement to discuss and incorporate the public input and feedback from the full Commission.

5. At the August 5, 2021, meeting, the LRC voted unanimously to direct staff to revise the policy and send the recommendations to the full Mayor and Commission for consideration in a Special Called Session on August 10, 2021. The Committee requested staff amend the ordinance language to address the following:
    - Allowing an approved container or marker on the container within a festival zone;
    - Permitting non-glass drinking vessels up to 24 ounces within a festival zone;
    - Removing the designation of blocks where festival zones are available and the limit to the number of festival zones and special outdoor café areas allowed;
    - Determine special conditions of permit, if needed, during the administrative review as it pertains to the number and locations of festival zones and special outdoor café areas for each special event;
    - Limiting festival zones to no larger than four consecutive blocks; and
    - Extending the pilot through January 31, 2022.

6. On August 10, 2021, the Mayor and Commission voted unanimously to approve the special events ordinance and pilot program extending through January 31, 2022.

7. At the December 2, 2021, meeting, the LRC voted unanimously to recommend to the full Mayor and Commission to extend the special events ordinance pilot program through January 31, 2023. Throughout 2022, staff would provide the LRC with feedback regarding the pilot program as special events are held, so the Committee could revisit discussion and provide recommendations to the full Mayor and Commission to refine the pilot program as needed.

8. On December 7, 2021, the Mayor and Commission voted unanimously to extend the special events ordinance pilot program through January 31, 2023.

9. At the January 20, 2022, and February 3, 2022, meetings, the LRC reviewed and discussed further staff recommendations for changes to improve the special events ordinance and pilot program based upon feedback and lessons learned from the two events that participated to date. The Committee voted unanimously to request staff finalize the ordinance with the changes requested by LRC and send it to the full Mayor and Commission for consideration.

10. On March 1, 2022, the Mayor and Commission approved the ordinance changes for the special event pilot program.

11. On January 3, 2023, Mayor Girtz assigned to the LRC the topic, “Review current downtown festival zone guidelines to determine elements that would need to be in place to recommend a larger zone.”

12. At the January 19, 2023, LRC meeting, staff shared lessons learned from the implementation of the pilot program. It was noted that there have only been four special events in the past year that utilized a festival zone. Staff did not recommend expanding the size of the current downtown festival zones. Reasons for this recommendation include the following:
    - There has not been a sufficient sample size of events to conclude that festival zones were/will be successful.
    - The special events that have utilized festival zones have witnessed hiccups, and staff is continuing to learn more about how to better execute special events with festival zones.
    - It would be more difficult to monitor and enforce a more expansive area.
    - While the Police Department did not take significant enforcement actions, there were considerable numbers of open container violations related to festival zones.

    The Committee requested staff note any changes that are recommended within the ordinance, evaluate options related to signage that could be developed by staff for use in all special events utilizing a festival zone, and prepare a summary to help communicate the reasons behind the staff recommendation.

13. At the February 2, 2023, meeting, the Committee reviewed and discussed staff recommended changes to the special events ordinance as it pertains to the pilot program. The Committee voted unanimously to send the updated special events ordinance (Sec. 6-5-12 – Sale of beer and wine) to the full Mayor and Commission. The Committee also voted unanimously to request the Mayor reassign the topic for review in a year; however, the current ordinance will be amended to remove the sunset of the pilot program.

RECOMMENDATIONS:
The Legislative Review Committee recommends amending the current ordinance for special events to reflect a few minor changes noted during the two LRC meetings, as outlined in **Attachment #1**. The Committee also requests the Mayor reassign the topic for review in a year.

ADDITIONAL INFORMATION/COMMENTS:

Carol A. Myers

Carol Myers, Chair
Legislative Review Committee

2/16/2023
Date:

ATTACHMENTS:
Attachment #1: Special Events Ordinance with Redlined Changes

Sec. 6-5-12. - Sale of beer and wine.

(a) *Purpose.* The purpose of this ordinance is to establish ~~a pilot program to implement changes to the Special Events ordinance in order to provide greater flexibility, while prioritizing public health and safety concerns. This ordinance shall remain in full force and effect until January 31, 2023, unless it is extended or modified prior to said date by the Mayor and Commission.~~ the framework for how beer and wine can be incorporated into special events.

(b) *Authorized Areas:* Where an event results in the closure of at least one city block, beer and wine may be dispensed and consumed within the delineated boundaries of a permitted special event subject to the conditions of this Section.

(c) *Application Process*

(1) The dispensing or consumption of beer and wine shall not be permitted at any special event in which the producer has failed to file for a permit at least 60 days prior to the date of the event, as noted in Section 6-5-3(b).

(2) The application for a special event at which beer and~~/or~~ wine is permitted shall include, in addition to the map identifying the outermost boundaries of the event, a map no smaller than 8½ × 11 inches in size, clearly identifying the area(s), including all public streets and sidewalks within and adjacent to the area(s), where the consumption of beer and wine is proposed. However, no areas designated for the consumption of beer and wine shall encroach within the designated public circulation areas described in Section 6-5-2(d).

(3) The application for a permit for a special event at which beer and~~/or~~ wine is permitted shall include a description of the area(s), including the size ~~and the number of seats proposed~~ for such area(s), if utilized. The application also shall contain a description of the method and structures that will be used to secure and separate such area(s) from other public areas.

(d) *Fees:* The fee for a permit to dispense and/or consume beer and wine at a special event shall be the greater of the fees this Section or those listed in the annual fee schedule as adopted by the Mayor and Commission. Fees are applied per event, ~~and shall~~ made ~~be~~ payable to Athens-Clarke County, and shall be paid in addition to and remitted at the same time as any other fees provided for in Section 6-5-9.

(1) $150 150 Person Beer Garden (up to 2,000 ft^2)

(2) $300 300 Person Beer Garden (up to 4,000 ft^2)

(3) $600 Festival Zone (1-4 contiguous blocks)

(e) *General Requirements*

(1) Whenever any event will include the dispensing and/or consumption of beer and~~/or~~ wine, the producer of such event, at least 45 days prior to the event, shall meet with appropriate staff members of the Athens-Clarke County Government as designated by the Manager in accordance

with Section 6-5-5 in order to review the plans, conditions and restrictions pertaining to the event. Prior to the issuance of a permit for the event, the producer shall sign a statement of understanding of and agreement to the terms and conditions imposed on the event. Such statement shall become a part of the conditions of the permit for the event.

(2) The dispensing of beer and~~/or~~ wine at any special event shall be restricted to: (1) a holder of an alcoholic beverage caterer license issued by Athens-Clarke County, (2) a holder of a temporary alcoholic beverage permit issued to a bona-fide non-profit, tax-exempt civic organization by Athens-Clarke County, or (3) a holder of a separate home-brew special event permit issued by Athens-Clarke County, or (4) a holder of an alcoholic beverage license for a business distributing alcohol from their establishment for consumption within a festival zone. The name of such licensee(s) or permittee(s) and the current assigned number, as such appears on the license or permit, shall be required as a part of the application for a special event permit.

(3) The producer of the special event shall provide, at ~~his/her~~ their own expense, at least one ~~security~~ police officer for security, approved by the Chief of Police or their designee, at each entry/exit point for areas approved for the consumption of beer and wine. The Chief of Police or their designee may require additional ~~security~~ police officers as needed to provide for the safety and security of the event.

(4) The event producer shall verify that participants who wish to consume beer or wine in the designated areas at the event are at least 21 years of age.

(5) Every area where beer and wine is consumed shall be conspicuously posted at all times at each point of entrance/exit with signs stating the following: "The possession of alcoholic beverages beyond this point is prohibited." The letters of such signs shall not be less than three inches in height and one-half inch in width and shall be in black letters on a contrasting light background. The event shall provide staff or volunteers at each entry/exit point in order to help educate event patrons as to where the festival zone begins and ends.

(6) Patrons may not leave beer gardens or festival zones with open containers.

(7) Permit holders shall provide food service within areas designated for alcohol consumption.

(8) All food vendors shall apply for and receive a solid waste permit pursuant to the requirements of this Chapter before dispensing beverages at a special event.

(9) Containers for beer and wine shall be reusable, compostable, or recyclable, and shall not exceed 24 ounces. Pursuant to Section 3-12-23, open glass containers of any kind are strictly prohibited.

(10) It shall be unlawful for patrons of any area(s) of a special event in which beer and wine is permitted to bring into or take outside the designated area(s) any alcoholic beverage or to furnish any alcoholic beverage to any person outside the designated area where beer and wine is permitted. Provided, however, that participants in and sponsors of home-brew special events may transport malt beverages to designated areas within a home-brew special event in in accordance with applicable law.

(11) Notwithstanding the provisions of this Section, any person dispensing and/or consuming beer and wine in accordance with this Section shall comply with all other laws and ordinances pertaining to the sale, possession and consumption of alcoholic beverages.

(12) The event coordinator, or designee, shall be responsible for and take reasonable corrective steps related to adjusting signage, educating patrons, or other measures in a situation where that patrons are violating provisions of this section during a special event.

(f) *Beer Gardens:* A special event meeting the requirements of this ordinance may be permitted for the use of beer gardens as detailed in this Section.

(1) Within each city block that is closed for a special event where the event does not utilize a festival zone, the event may have:

(a) One beer garden, limited to no more than 300 persons and not exceeding an area greater than 4,000 square feet; or,

(b) Up to two beer gardens, with each area limited to no more than 150 persons and not exceeding an area greater than 2,000 square feet.

(2) A beer garden within a special event where beer and wine is permitted shall be securely enclosed on all sides by a fence, barricade, building, or other similar such structure approved by the Chief of Police, or their designee, so as to completely separate that area from the areas in which alcoholic beverages are not permitted. Every beer garden permitted under this Section should be rectangular in shape with one of the longer sides of such beer garden abutting a street curb.

(g) *Festival Zones:* A special event meeting the requirements of this ordinance, that closes at least one city block may have a festival zone as outlined in this Section.

(1) Permitting: There are significant challenges to coordinating communication with businesses and event patrons as it relates to a festival zone. This communication is exclusively the responsibility of the event producer, though staff may develop template documents for event producers to consider. Prior to the issuance of a special events permit that utilizes a festival zone, the producer of a special event shall provide:

(a) Evidence of their engagement with businesses adjacent and proximate to proposed festival zones as it relates to what is and is not permitted as a part of the festival zone. This shall apply to businesses located within a festival zone and to all businesses located within one block of a festival zone. Such evidence may include, but is not limited to, signature sheet from business managers, evidence of an attempt to contact by mail, or other similar verifiable information.

(b) A draft copy of the educational materials that will be shared with event patrons at the locations where festival zone wrist bands are issued.

(c) Draft copies of proposed educational signage along with maps indicating where the signage will be utilized in relation to areas where wrist bands or alcohol are issued.

(2) Location: the location(s) of any festival zones shall be determined during the administrative review of the special event application, conducted pursuant to Section 6-5-5, after the event applicant, Central Services staff, and Athens-Clarke County Police Department staff have had an opportunity to review the proposed locations, develop a potential site plan, identify the costs associated with establishing said festival zones, and such location(s) shall only be deemed to have been approved after receiving written approval by both Central Services and Athens-Clarke County Police Department staff who have been authorized by their respective department directors to grant such approval.

(3) Parades, marches, or other mobile special events may not depart a festival zone. However, these events may start outside of a festival zone and conclude within a festival zone.

(4) Boundaries and Access:

(a) Festival zone boundaries generally run from one intersection, either north/south or east/west, to the adjacent intersection.

(b) Fencing, barricades, buildings, or other similar structures must be used to define the entry and exit points into the festival zone.

(c) ADA compliant access shall be provided throughout and across the festival zone, and to all businesses that abut the festival zone, as outlined in 6-5-2(d).

(d) The festival zone shall be designed in such a way that emergency access can be provided as needed.

(e) A festival zone may be no larger than four consecutive blocks where each of the blocks are touching, although said blocks may not be in a straight line and the roadways between each block may or may not actually be closed to through traffic.

(5) Management:

(a) The event producer shall provide participants with wrist bands to identify persons who have presented proof of attaining the age of 21 years and who are authorized to purchase or hold in their possession beer and wine within the festival zone, both within and outside of licensed alcoholic beverage establishments; however, displaying such a uniquely identifiable wrist band does not relieve alcoholic beverage establishments of responsibility for determining if a person has attained the age of 21 years before dispensing alcohol to that person.

(b) Each patron will be limited to one approved container for consumption within the festival zone.

(c) Businesses that have an entry point included within the festival zone may sell beer and wine to patrons who possess wrist bands for consumption within the premises of their business and the adjacent festival zone so long as the business is licensed to serve alcohol.

(d) Beer and wine purchased within a licensed business having an entry point within the festival zone that knowingly and intentionally allows patrons to exit its premises with either an alcoholic beverage containing liquor, or beer and~~/or~~ wine purchased from its establishment and not wearing an approved wrist band, shall be in violation of this Section.

(6) Safety:

(a) In addition to the requirement described in 6-5-12(e)(3), a festival zone will generally be required to provide at least one security officer per entry/exit point and at least one additional officer for support within the zone, as well as any additional officers as recommended the Chief of Police or their designee.

(b) Only one special event may be permitted at a time per sponsor/person; festival zones will not be permitted on days when another special event is already permitted in the area and on UGA home football game days.

(c) Unless otherwise permitted by state law, drinking alcohol in parked or moving motor vehicles is prohibited.

(h) *Violations:* In addition to the penalties outlined in 6-5-26, the Manager's Office retains the authority to deny incorporation of the use of alcohol into any special event and/or for any affiliated permit holder ~~convicted of~~ charged with an ordinance violation from this Section within a seven year rolling period, except that any charged violations that are dismissed or that result in an acquittal shall not be held against the special event or any affiliated permit holder following said dismissal or acquittal. Suspensions, as they relate to special events, will be assessed on the following schedule:

(1) 1st Violation – 13 month suspension of the permittee's and event's ability to incorporate the use of alcohol into a special event.

(2) 2nd Violation – 25 month suspension of the permittee's and event's ability to incorporate the use of alcohol into a special event.

(3) 3rd and Subsequent Violation(s) – 60 month suspension of the permittee's and the event's ability to incorporate the use of alcohol into a special event.

Sec. 6-5-27. – Appeals

An appeal to the Administrative Hearing Officer from a decision of the Manager, or designee, may be made within ten days of the date of notice of the decision. The decision by the Administrative Hearing Officer shall be final.

Attachment #2

AN ORDINANCE TO AMEND THE FY2023 OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE ADDITIONAL FUNDING IN THE SHERIFF'S OFFICE FOR PRORATED COST OF PAY ADJUSTMENTS FOR FOURTH QUARTER FY23 IMPLEMENTING MERCER SURVEY STUDY RECOMMENDATIONS TO CHANGE RANK STRUCTURE AND MARKET ALIGN DEPUTY AND CORPORAL ENTRY LEVEL PAY; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The Commission of Athens-Clarke County, Georgia desires to amend the General Fund Operating Budget for the prorated cost of pay adjustments for fourth quarter FY23 implementing Mercer survey study recommendations to change rank structure and market align Deputy and Corporal entry level pay in the Sheriff's Office.

Said Operating & Capital budget is hereby amended as follows:

General Fund:

EXPENDITURES

Decrease:

Other General Administration

Operating Contingency up to $100,000

Increase:

Sheriff's Office

Personal Services Expense up to $100,000

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Sheriff's Office Market Survey Study Implementation

DATE: ~~February 9, 2023~~ March 2, 2023

BUDGET INFORMATION:

REVENUES: $0

EXPENSES: Up to $100,000
ANNUAL: $400,000
CAPITAL:
OTHER:

FUNDING SOURCE: ~~TBD~~ General Administration Operating Contingency

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Authorize funding up to $100,000 for prorated cost of implementation pay adjustments for fourth quarter FY23 implementing Mercer recommendations to change rank structure and market align Sheriff's Office Deputy and Corporal entry level pay;
b. Adopt the associated budget ordinance (**Attachment #2**); and
c. Authorize Mayor and appropriate staff to execute all related documents.

HISTORY:

1. Throughout 2018, ACCGov experienced an increase in turnover and vacancy rates. This was largely driven by developments in law enforcement, retirements, and deficits in investment in employee compensation dating from the Great Recession.
2. From 2020 to present, ACCGov has experienced historic turnover and vacancy rates which remain at 17% with 25% of positions vacant. As widely reported, the pandemic markedly accelerated ongoing labor market shortage trend (e.g., Boomer retirements along with a lack of new and foreign born workers to replace them). The pandemic also changed how and where employees were able and willing to work. Like most employers, ACCGov continues to adapt to a more sudden, and exacerbated labor shortage than could have been predicted. These labor market challenges will likely persist due to demographic trends. The labor shortage, interrupted supply chains, continued demand, and strong job markets have contributed to record high inflation and record low unemployment.

3. In July 2021, ACCGov responded to a joint public safety agency proposal by transitioning from Public Safety Pay Plan (open pay range) to a Mercer-designed Public Safety Step Plan. The step plan provides for all those eligible for a step to receive associated pay increases in January and July for employees with an anniversary date of hire that fell within the previous six months. In addition, any Mayor and Commission approved annual increase to the step plan pay table is applied in July each year for all step plan salaries public safety employees may also receive promotional increases.
4. On June 7, 2022, the Mayor and Commission approved the FY23 ACCGov Operating and Capital Budget, which included direction that a customized market survey study for the Sheriff's Office be engaged along with appropriated funding. The study was approved in response to the Sheriff's petition for review of Detention Officer and Deputy entry level pay due to persistently severe understaffing. In part, the Sheriff indicated that his Office was losing personnel to the Athens-Clarke County Police Department (ACCPD) due to disparity in pay under the Public Safety Step Plan.
5. In July 2022, sworn/certified personnel in the Public Safety Step Plan, including the Sheriff's Office, received a 6% increase in pay along with any Step Increase for those eligible. ACCGov has further responded to continuing recruitment and retention challenges at the Sheriff's Offices as follows:
    a. Manager approval of revisions to hiring incentive pay and employee referral bonus program. ACCGov offers $3,000 and $6,000 in one-time hiring incentive pay for the Sheriff's entry level Detention Officer and Deputy Sheriff positions respectively. Incentive pay is dispersed in flat amounts over the course of the first year of employment.
    b. ACCGov offer of up to $750 for an employee referral resulting in hire and retention of a Detention Officer or Deputy Sheriff over a full year.
    c. HR expedited hiring processes providing the Sheriff's Office enhanced flexibility and dedicated scarce personnel resources to assist on-site with backlogs in Sheriff's Office background investigation work for two days a week for a period of a month.
    d. HR Wellness on-site programming and partnership to support Sheriff's Office employees with stress management, health and well-being.
6. In August 2022, ACCGov Manager Williams approved the scope of work for a custom market survey study from Mercer, which was finalized with the Mayor's signature in early September 2022.
7. On December 9, 2022, Mercer reported findings of its study to ACCGov Sheriff John Q. Williams. Mercer developed step plan pay ranges based upon accepted professional methodology and thorough market data analysis that was local, regional and national in scope.
8. On December 22, 2022, the Sheriff agreed with Mercer's recommendations as indicated and asked that the Manager and HR proceed with implementation.
9. On January 26, 2023, the Sheriff withdrew his support of implementation based upon desire for parity with ACCPD. The Sheriff stated he has lost personnel to the ACCPD and that morale,

and retention would suffer without such parity. The Sheriff further asserted that the resulting change in pay would not be sufficient to recruit personnel. However, the Sheriff indicated he would not oppose the request for Mayor and Commission to authorize implementation.

10. On February 2, 2023, HR completed a review of payroll system data with respect to attrition of Sheriff's Office personnel to the ACCPD finding:

    a. Since January 1, 2021, a total of five (5) personnel have moved from ACCPD to the Sheriff's Office. A total of three (3) sworn personnel have moved from the Sheriff's Office to the ACCPD.

        (1) Three (3) sworn entry level personnel have moved from the Sheriff's Office to the ACCPD.
        (2) Three (3) ranking officers have moved from the ACCPD to the Sheriff's Office (i.e., two (2) Police Lieutenants and one (1) Police Sergeant). This movement represented key members of the Sheriff's new administration.
        (3) Two (2) Police Officers have left the ACCPD for the Sheriff's Office.
        (4) Such normal attrition underscores the historical and ongoing pattern of applicant and employee self-selection into various ACCGov public safety agency roles generally independent of relative pay among ACCGov entry level roles.

11. On February 16, 2022, at a special called Mayor and Commission Worksession, ACCGov Human Resources Director presented a primer on Pay and Classification systems generally, and representatives from the compensation consulting firm Mercer briefed everyone on the recommendations generated from the Sheriff's Office analysis.

FACTS and ISSUES:

1. ACCGov should maintain pay through the Mayor and Commission's regular budget cycle. ACCGov thereby receives regular, coordinated management of pay plans and ensures a balance of sustainable pay and service level commitments.
2. Concern for understaffing and desire for pay-based solutions is government-wide; but also nationwide. To address a specific Department, Charter Office, Constitutional Office, Court or specific position – where even significant investment may not overcome market conditions – requires an objective standard and criteria. Without careful decision-making and administration, there are short and long term risks to the integrity, legal defensibility, and fiscal sustainability of ACCGov classification and compensation.
3. In January 2022, Sheriff's Office turnover reached a peak at 43%. Continued vacancies create a direct threat to inmate and employee safety. Such standard and criteria provides an appropriately high bar for examining groups of positions or single positions in the classification system where the value and pay of any single ACCGov job is relative, and tied to that of all other positions in the classification system. Best practices recommend such efforts be confined to comprehensive study of all positions in a pay plan every five to seven years.
4. ACCGov recognizes that employees who proudly put on a uniform and badge place their lives at risk. There is no level of pay commensurate with such solemn commitment. At the same

time, local governments recognize differences in the varying types of public safety work, and compensate positions based upon market valuation and job level differences.

5. There are objective, job level differences in the work of police and Sheriff's positions. Market analysis indicates such differences and provides a rational basis for valuation of positions, and the efficient use of scarce taxpayer funds. The following is a defensible and equitable approach to update the Sheriff's Office step pay salaries (see also **Attachment #1**):
    a. Existing entry-level Detention Officer pay is currently above market. It is recommended this position remain at current pay but become a separate classification where Detention Officers are not sworn and not required to maintain GA Peace Officer Standards and Training certification.
    b. The Sheriff Deputy and Corporal positions are above market for direct, local, competitors, but lag the market generally by 8%. It is recommended that they be separated into a higher classification from Detention Officer with adjustment to associated step salaries and pay.
    c. Mercer further recommends adjusting all pay ranges above the new Deputy Sheriff/Corporal classification to maintain relative separation pay among all ranks.
6. Approval of the recommendation will create an annual budget commitment of $400,000 for FY24 and beyond.
7. Implementing the recommendations in the current budget year will further benefit the affected positions should there be any compensation raises with the FY24 budget approval.
8. Approval of the recommendation will support Goal Area 3: Organizational Improvement, A. Develop strategies to recruit, reward, and retain high performing employees, both internally and externally, including individuals coming out of the justice system.

OPTIONS:

1. Mayor and Commission:
    a. Authorize funding up to $100,000 for prorated cost of implementation pay adjustments for fourth quarter FY23 implementing Mercer recommendations to change rank structure and market align Sheriff's Office Deputy and Corporal entry level pay;
    b. Adopt the associated budget ordinance (**Attachment #2**); and
    c. Authorize Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not authorize funding for the implementation of Mercer recommendations to change rank structure and market align Sheriff's Office entry level pay.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, b, and c.

DEPARTMENT: Human Resources
Prepared by: Jeff Hale



Jeff Hale — February 14, 2023
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, and c



Manager — February 14, 2023
Date:

ATTACHMENTS:
Attachment 1 - Mercer Sheriff Cost Study Analysis
Attachment 2 – Budget Ordinance

Step Rate Schedule Costing Analysis	
Client	Athens Clarke County Government
Project	2023 Sheriff's Costing Analysis
Scope	Sheriff's Department - All Employees

Current Step Rate Schedule - Sheriff

Job	0 year 1	2 years 2	4 years 3	6 years 4	10 years 5	15 years 6	20 years 7	Market Data* (Median)	Midpoint Progression	Change in Midpoint Progression
Detention Officer	$42,082	$44,557	$47,033					$44,207	N/A	--
Sheriff Deputy	$42,082	$44,557	$47,033	$49,508	$51,983			$49,927	6%	--
Sheriff Corporal	$42,082	$44,557	$47,033	$49,508	$51,983	$54,459	$56,934	--	5%	--
Sheriff Sergeant	$53,878	$57,048	$60,217	$63,386	$66,556	$69,725	$72,895	--	28%	--
Sheriff Lieutenant	$60,739	$64,312	$67,884	$71,457	$75,031	$78,603	$82,176	--	13%	--
Sheriff Captain	$66,065	$69,952	$73,838	$77,724	$81,610	$85,497	$89,383	--	9%	--
Sheriff Major	$77,735	$82,307	$86,880	$91,453	$96,026	$100,599	$105,172	--	18%	--
Chief Deputy Sheriff	$91,598	$96,987	$102,375	$107,763	$113,151	$118,539	$123,928	--	18%	--

*** Market data derived from December 2022 Mercer Pay Study for Sheriffs Department from Direct Competitors Peer Subset**

Step Rate Schedule - Sheriff: Increase Levels Above Deputy/Corporal

Job	0 year 1	2 years 2	4 years 3	6 years 4	10 years 5	15 years 6	20 years 7	Market Data* (Median)	Midpoint Progression	Change in Midpoint Progression	Change from Current
Detention Officer	$42,082	$44,557	$47,033					$44,207	N/A	--	0%
Sheriff Deputy	$45,449	$48,122	$50,796	$53,469	$56,142			$49,927	14.0%	8.4%	8.0%
Sheriff Corporal	$45,449	$48,122	$50,796	$53,469	$56,142	$58,816	$61,489	--	5.3%	0.0%	8.0%
Sheriff Sergeant	$57,649	$61,041	$64,432	$67,823	$71,215	$74,606	$77,998	--	26.8%	-1.2%	7.0%
Sheriff Lieutenant	$64,383	$68,171	$71,957	$75,744	$79,533	$83,319	$87,107	--	11.7%	-1.1%	6.0%
Sheriff Captain	$69,368	$73,450	$77,530	$81,610	$85,691	$89,772	$93,852	--	7.7%	-1.0%	5.0%
Sheriff Major	$80,844	$85,599	$90,355	$95,111	$99,867	$104,623	$109,379	--	16.5%	-1.1%	4.0%
Chief Deputy Sheriff	$94,346	$99,897	$105,446	$110,996	$116,546	$122,095	$127,646	--	16.7%	-1.1%	3.0%

*** Market data derived from December 2022 Mercer Pay Study for Sheriffs Department from Direct Competitors Peer Subset**

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: FY23 Fleet Replacement Program – Knuckle Boom Loader (Solid Waste)

DATE: January 23, 2023

BUDGET INFORMATION:

REVENUES:	$4,719,100	FY23 Fleet Replacement Budget
EXPENSES:		
CAPITAL:	$3,195,500	Designated for Other FY23 Fleet Replacement Vehicles & Equipment
	$ 235,838	Cost of Knuckle Boom Loader
	$ 23,584	Contingency (10% of Cost) for Knuckle Boom Loader
	$1,264,178	Available for Remaining FY23 Fleet Replacement Purchases

FUNDING SOURCE: Fleet Replacement Fund – Unrestricted Net Position

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the purchase of a Ramer Knuckle Boom Loader from Sansom Equipment Company at a cost of $235,838;
b. Authorize use of up to an additional $23,584 for price increase contingency;
c. Declare the current 2006 Ford F750 Knuckle Boom Loader (#3050524) as surplus;
d. Declare the 2001 Sterling M7500 Knuckle Boom Load (#3050526) as surplus;
e. Declare the 1995 John Deere 624G (#2832606) as surplus;
f. Declare the 2010 John Deere 5101E (#3344712) as surplus; and,
g. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On July 1, 2017, with the adoption of the FY18 Capital and Operating Budget, the fleet replacement policy was amended to lengthen the timeframe for replacement of vehicles.

2. On July 23, 2021, the Manager approved the FY22 Fleet Replacement Program for ACCGov. In total, the program targeted the replacement of 29 vehicles at an approximate cost of $1.7 million, using a blend of General and Enterprise Fund contributions to the Fleet Program.

3. On June 7, 2022, the M&C adopted the FY23 Capital and Operating Budget. This budget continues a ten-year path to sustainable funding for fleet vehicle and equipment replacement by allocating $2,669,100 in annual contributions, along with an additional supplement of

$2,050,000 for a total of $4,719,100.

4. On August 31, 2022, the Manager approved the FY23 Fleet Replacement Program for ACCGov. In total, the program targeted the replacement of 34 vehicles/equipment at an approximate cost of $2.5 million, using a blend of General and Enterprise Fund contributions to the Fleet Program, with some additional SPLOST funding.

FACTS & ISSUES:

1. The Fleet Replacement Program will maintain a backlog of approximately $7.8 million across 92 deferred, eligible vehicles/equipment requiring replacement in FY23 (excluding public safety).

2. Under the Fleet Replacement Program, non-public safety vehicles and equipment are typically held to a 15-year life cycle. This target, however, is aspirational, and regular achievement is subject to annual funding.

3. The current 2006 Ford F750 Knuckle Boom Loader will be 17-years old, and was approved for replacement as part of the FY23 Fleet Replacement Program for ACCGov, per the Manager. An original estimate designated the replacement price closer to $100,000; however, that quote was outdated by a few years, and did not anticipate economic inflation.

4. The knuckle boom loaders are used by Solid Waste during the course of leaf and limb pickup, as well as other projects and services that require the capability to grab and lift debris into a truck or trailer.

5. Sansom Equipment Company is the identified provider of Shuttle Knuckle Boom Loader Equipment in Georgia, and therefore offers discounted pricing through Sourcewell contract #060920-NAF. ACCGov utilizes state contracts whenever possible to reduce costs and streamline the procurement process, all in an effort to bring forth the most economical, efficient, and practical options for vehicles and equipment.

6. Although timelines have been exacerbated by the impacts of supply chain problems, this vehicle is projected to have an 8-12 month delivery window from time of order.

7. The Ramer 3500 Shuttle Knuckle Boom Loader includes an enclosed cab with an extension boom that can empty debris into a rear box, all attached to a Mack MD7 chassis. Features include, but are not limited to:
   - Cummins 300 HP
   - Allison RDS Transmission

8. Approval by the M&C is needed to dispose of surplus property valued at $5,000 or more per item through an internet auction or bid solicitation sales. Staff is proposing to not only

auction the current knuckle boom loader but a few additional items related to the overall Fleet Replacement Program as listed below:

- 2006 Ford F750 Knuckle Boom Loader
- 2001 Sterling M7500 Knuckle Boom Load
- 1995 John Deere 624G
- 2010 John Deere 5101E

9. The overall number of allocated fleet vehicles and equipment will not increase because of this particular acquisition.

10. The 2018 Athens-Clarke County Comprehensive Plan, a state mandated document which sets forth a 20-year outlook, specifically identified the following goals, needs, opportunities, strategies, policies, and community work program initiatives that are supported by this agenda item:
    - *Foundation: Policy (B)* – Repair and replace infrastructure assets commensurate with physical depreciation.

11. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Built and Natural Infrastructure Goal, Strategy C: *Adequate funding for maintenance of existing and newly constructed infrastructure,* Initiative 1: *Account for data-informed life cycle costs when budgeting for new infrastructure.*

OPTIONS:

1. To request that the Mayor and Commission:
   a. Approve the purchase of a Ramer Knuckle Boom Loader from Sansom Equipment Company at a cost of $235,838;
   b. Authorize use of up to an additional $23,584 for price increase contingency;
   c. Declare the current 2006 Ford F750 Knuckle Boom Loader (#3050524) as surplus;
   d. Declare the 2001 Sterling M7500 Knuckle Boom Load (#3050526) as surplus;
   e. Declare the 1995 John Deere 624G (#2832606) as surplus;
   f. Declare the 2010 John Deere 5101E (#3344712) as surplus; and,
   g. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission deny the purchase of a Ramer Knuckle Boom Loader from Sansom Equipment Company and associated surplus equipment declarations.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a,b,c,d,e,f,g

DEPARTMENT: Central Services

Prepared by: Gavin Hassemer and Rita Shelnutt



Gavin J. Hassemer
Interim Director of
Central Services

1/23/2023
Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, c, d, e, f, & g





Manager

February 16, 2023
Date

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Additional Litter Crew Truck and Trailers Purchase

DATE: January 24, 2023

BUDGET INFORMATION:

REVENUES:	$ 168,000	FY23 General Capital Project Fund – New Truck and Trailer for Litter Crew
EXPENSES:		
CAPITAL:	$ 76,350	Encumbered Cost for One Litter Crew Truck and Trailers
	$ 76,350	Cost of an Additional Litter Crew Truck and Trailers
	$ 15,300	Available for Litter Crew Equipment Purchases

FUNDING SOURCE: FY23 General Capital Project Fund – New Truck and Trailer for Litter Crew

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Authorize an additional (second) truck and trailers set for the Community Rehabilitation Litter Crew Program; and,
b. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On June 7, 2022, the M&C adopted the FY23 Capital and Operating Budget. This budget included a new initiative by Mayor Girtz for two additional community rehabilitation litter crews, along with associated operating and capital expenses.

2. On August 31, 2022, Manager Williams approved the FY23 Fleet Replacement Program for ACCGov. In total, the program targeted the replacement of 34 vehicles/equipment at an approximate cost of $2.5 million, using a blend of General and Enterprise Fund contributions to the Fleet Program, with some additional SPLOST funding.

3. On October 27, 2022, the Fleet Management Division of Central Services received quotes related to the purchase of a Ford F350 Crew Cab Long Bed Truck, as well as an associated dump trailer.

4. On December 12, 2022, the purchase order for one of two community rehabilitation litter crew trucks and trailers was approved by the Manager. It was not clear that the Commission had authorized the additional vehicle. As Central Services' awaits delivery of the new vehicle,

it will look to temporarily repurpose a similar truck within the fleet that will allow start-up of the first crew in the meantime.

FACTS & ISSUES:

1. The purpose of this request is to clarify and correct an issue discovered during the course of procurement for enacting two recently approved community rehabilitation litter crews. Upon attempting to purchase two trucks and multiple trailers of similar type and cost, it came to the attention of staff that the associated capital project description did not clearly indicate more than one truck and trailers set.

2. The approved FY23 ACCGov Operating and Capital Budget included $323,900 in General Fund operating expenses to establish two new community rehabilitation litter crews which consist of two F/T Crew Leaders, as well as three F/T Temporary Diversion Center Grounds Workers, and two Corrections Trustees. Each crew will consist of similar workers, meaning one crew will be entirely staffed by Diversion Center Grounds Workers, while the other crew will include just the Corrections Trustees.

3. The FY23 ACCGov Operating and Capital Budget also allocated $168,000 toward the purchase of community rehabilitation litter crew capital expenses; however, the project description only referenced the acquisition of (1) truck and (2) trailers with dedicated equipment, though the intent and awarded funding were meant to cover two separate crews, each with its own truck, trailers, and equipment.

4. Both crews will attempt to utilize a Ford F350 crew cab long-bed truck, dump trailer, and open body utility trailer. Other equipment listed with the initial start-up investment included electric blowers, miscellaneous small engine tools, portable radio, and computer tablet for each crew. On the chance that supply-chain issues prevent ordering a Ford F350, staff will purchase a similarly sized vehicle within the reasonable budget parameters for the Fleet Replacement Program.

5. The community rehabilitation litter crews will increase capacity to address roadside litter, illicit dumpsites, and debris resulting from former homeless encampments using a combination of participants from the ACCGov Diversion Center and Corrections Trustees.

6. Currently, one crew leader and two trustees service the 1,700 miles of right-of-way for litter control throughout the Athens-Clarke County. Since 2019, this crew has responded to over 257 calls for specific, “hot spot” litter pickup, which are in addition to their daily, normal routes.

7. Anticipated outcomes include employment opportunities for Diversion Center residents who can assist in reducing roadside litter crew intervals from the current 12-14 week cycle to a 7-9 week cycle. This will also increase ACCGov’s capacity to address both dump sites and smaller homeless encampment cleanups on public property.

8. Through this partnership between Central Services and Corrections, ACCGov is able to directly employ participants from the Diversion Center who are transitioning back into the community, providing an opportunity to earn income, build their resume, and gain valuable skills in a career trade. The hope is that successful participants could be eligible for full-time employment within the Landscape Management Division should an opening arise and they have demonstrated qualifications toward minimum job requirements.

9. The 2018 Athens-Clarke County Comprehensive Plan, a state mandated document which sets forth a 20-year outlook, specifically identified the following goals, needs, opportunities, strategies, policies, and community work program initiatives that are supported by this agenda item:
    - *Strategy* – Create more opportunities and coordinate services for people moving back to the community from incarceration.
    - *Strategy* - Create appealing community gateways and corridors by recognizing their challenges and opportunities.
    - *Strategy* - Improve the health and quality of rivers and streams to meet local standards for public use and enjoyment.

10. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:
    - Good Neighbors Goal, Strategy B: *Proactively reform systems of accountability to reduce jail and supervised population and plan for transitioning and returning residents.*
    - Organizational Improvement Goal, Strategy B: *Create a culture for high performance, increase interdepartmental collaboration, events, better cross-cross departmental workforce strategy.*
    - Safely Move Around Athens Goal, Strategy B: *Create more usable and aesthetically pleasing corridor connections between residential and commercial areas.*

OPTIONS:

1. To request that the Mayor and Commission:
    a. Authorize an additional (second) truck and trailers set for the Community Rehabilitation Litter Crew Program; and,
    b. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission deny the purchase of an additional (second) truck and trailer(s) set for the Community Rehabilitation Litter Crew Program.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a &b

DEPARTMENT: Central Services

Prepared by: Gavin Hassemer



Gavin J. Hassemer
Interim Director of
Central Services

1/24/2023
Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b





Manager

February 16, 2023
Date

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: FY23 Water Line Upgrades - Approval of Preliminary Construction Plans

DATE: January 31, 2023

BUDGET INFORMATION:

REVENUES:	$ 5,000,000	FY23- Rehabilitate & Replace Water Lines
EXPENSES:		
CAPITAL:	$ 0	Designated Rehabilitate & Replace Water Lines Projects
	$ 0	Expenditures & Encumbrances
	$5,000,000	FY23 Water Line Upgrade Construction Projects

FUNDING SOURCE: Water and Sewer Enterprise Fund

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request Mayor & Commission:

a. Approve the FY 23 Water Line Upgrade Preliminary Construction Plans; and

b. Authorize staff to complete the Final Construction Plans, obtain easements & solicit bids for construction.

HISTORY:

1. On June 6, 2017, the Mayor & Commission (M&C) approved the selection of three on-call engineering firms with a scope of work that included design and construction management to Rehabilitate and Replace Water Lines.
2. On July 5, 2017, the M&C approved the Rehabilitate and Replace Water Lines project.
3. On August 18, 2018, the Public Utilities Department (PUD) authorized Task Order AMT-19-02 with Armentrout, Matheny, and Thurmond (AMT), one of PUD's on-call engineer design firms, to design water line upgrades.
4. On August 4, 2020, the M&C approved the Infrastructure Element and the Capital Improvements Element of the 2020 Update to the Public Utilities Service Delivery Plan (SDP), which included a project to replace small-diameter water lines and interconnect potable water lines to improve water quality and fire protection.
5. On February 2, 2021, the M&C accepted the Financial Element of the 2020 SDP Update.

6. On June 7, 2022, the M&C voted to approve the FY23 Operating and Capital Budget which included funding for water line upgrades.

FACTS & ISSUES:

1. PUD maintains several of the primary categories of infrastructure assets, one of which is the water distribution system. The distribution system plays a critical role in Athens-Clarke County, not only by providing PUD's customer's with water for both personal and industrial use, but also by providing fire protection throughout the Athens-Clarke County. Therefore, to improve water service and availability of fire protection, it is important that PUD responsibly reinvest in water distribution infrastructure. Through the SDP Capital Improvements Element, Capital Projects were identified to guide decisions in distribution system reinvestment.
2. Replacing older small-diameter lines such as the 2-inch lines is an impetus for this program. The inside diameter of this pipe could be less than one inch. Older pipe materials like unlined cast iron are prone to tuberculation buildup. Replacing these small-diameter lines with larger lines will improve customer service by enhancing fire protection and improving water availability/volume for PUD's customers.
3. PUD upgraded small diameter lines in 31 roads in the last five years as approved by the M&C (see **Attachment #1).** These projects were constructed by PUD's on-call contractor and consisted of upgrading a total of 4.8 miles of water main.
4. Due to the Covid-19 pandemic, the FY22 Water Line Upgrades were not able to be completed. These previously planned upgrades have been included in this project in addition to the planned FY23 Water Line Upgrades.
5. There are 134 small diameter water lines (13.3 miles) remaining to be upgraded (see **Attachment #2**). The small diameter water lines planned for this project consist of 16 water mains at 2.8 miles**.** This project will upgrade Calhoun Drive, Carole Lane, Cherokee Court, Edgewood Drive, Hollie Street, Inverness Road, Meadow Circle, Meadow Lane, Morningview Circle, Northcrest Drive, Shadybrook Drive, Stanelle Drive, Whitehead Terrace East, Fortson Circle, Tillman Lane and Walker Drive (see **Attachment #3)**.
6. Preliminary construction plans for the subject projects are available for review in the PUD Administration Office located at 124 East Hancock Avenue.
7. The proposed project budget is $5,000,000. Based upon PUD's twenty-year SDP and associated Financial Element, this multi-year project is cash funded and not debt funded. The absence of debt service allows more small-diameter water lines to be replaced per dollar and accelerates the program.
8. Proposed Project Schedule:

Bid Date:	Spring 2023
M&C Approval of Appropriation:	Spring 2023
Project Start:	Fall 2023

Project Completion: Spring 2024

9. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Built and Natural Infrastructure Goal, Strategy C: *Provide adequate funding for maintenance of existing and newly constructed infrastructure.*

OPTIONS:

1. Mayor & Commission:
    a. Approve the FY 23 Water Line Upgrade Preliminary Construction Plans; and
    b. Authorize staff to complete the Final Construction Plans, obtain easements & solicit bids for construction.
2. Mayor & Commission deny the request.
3. Mayor & Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a and b

DEPARTMENT: Public Utilities
Prepared by: Hollis Terry IV

Hollis Terry IV — January 31, 2023

Hollis Terry IV — Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a and b

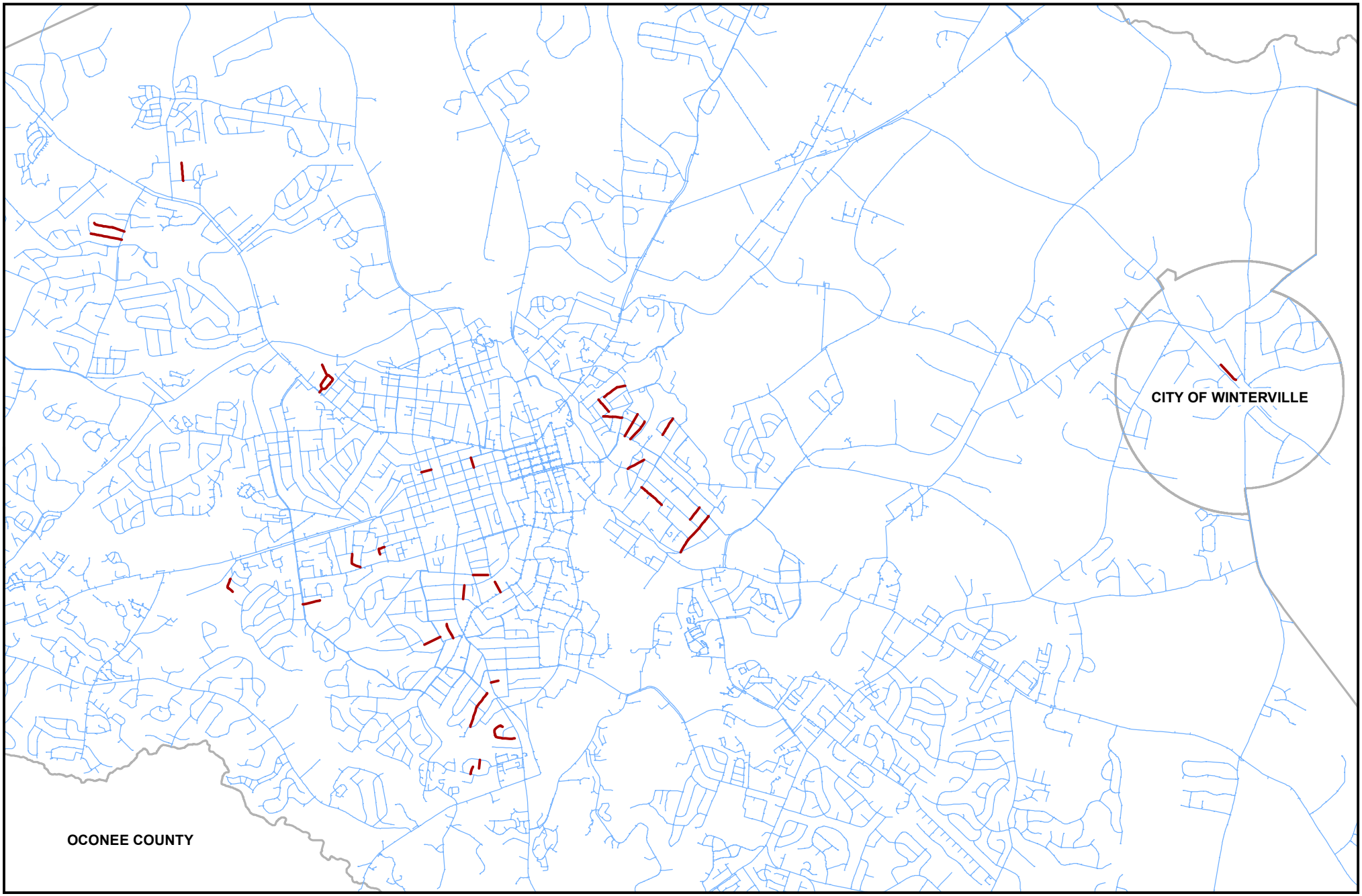
Manager — February 16, 2023

Manager — Date:

ATTACHMENTS:
Attachment #1 - Approved Upgrades
Attachment #2 - Remaining Upgrades
Attachment #3 - Current Upgrades

Water Line Upgrades Completed

Attachment #1



For Planning Purposes Only
Field Verify for Design Purposes

Water Mains

Replaced Water Mains
(Approximately 4.8 mi)

0 0.4 0.8 1.6 2.4 3.2 Miles

N

Table 1 Water Line Upgrades Completed

Street Name	Water Main Length (feet)
Alpine Way	728
Anderson St	454
Arch St	797
Booker St	623
Brittain Ave	514
Canady Dr	660
Castalia Ave	652
Catawba Ave	945
Dublin St	976
Evans St	795
Habersham Dr	1,457
Henderson Ext / Albany Ave	503
Herring St	676
Hillside St	620
Jane Cir	324
John St	711
Julia Ann Cir	356
Lilian Dr	1,313
Marion Dr	1,640
McLeroy Dr	1,358
Meigs St	438
Mell St	589
Milledge Ct	314
N Georgia Ave	1,389
N Pope St	337
Oakridge Ave	901
Odd St	1,080
Ridge Ave	804
Riverside Dr	659
Springdale St	641
Sylvia Cir and Jefferson Cir	2,265
Total	Total Mileage 4.8 miles

Water Line Upgrades Remaining

Attachment #2

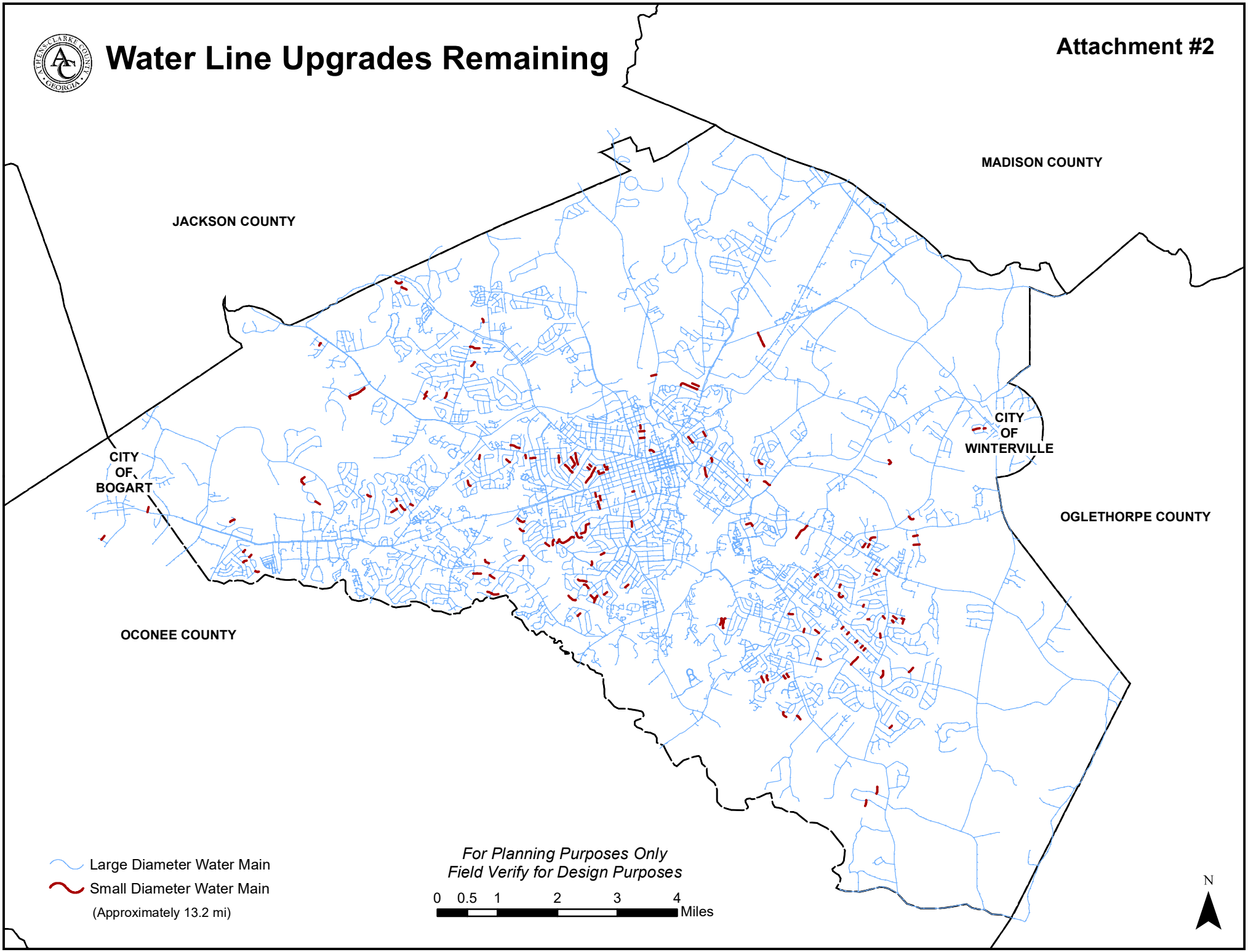


Table 2 Water Line Upgrades Remaining

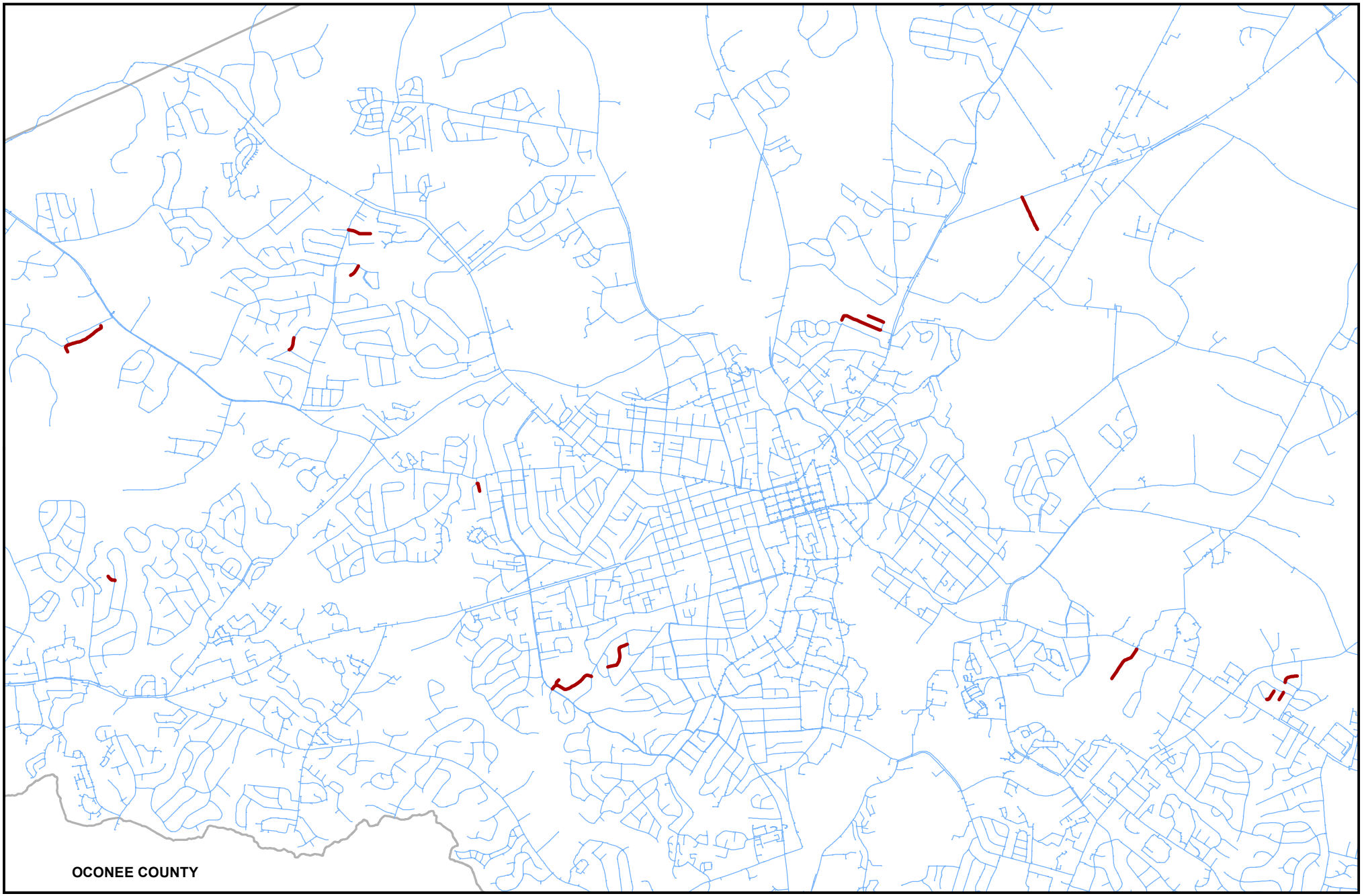
Street Name	Water Main Length (feet)
Amboy Ct	396
Austin Ct	219
Bayberry Ct	234
Beech Creek Rd	524
Bluestone Dr	345
Braswell Dr	346
Broomsedge Ct	255
Calhoun Dr	1,347
Carole Ln	469
Cedar Cir	714
Cedar Creek Ct	184
Chapel Hill Way	280
Cherokee Ct	343
Churchill Cir	222
Cloverhurst Ter	476
Cone Dr	115
Cook Cir	525
Crestview Cir	1,092
Crows Nest Ct	233
Curtis Way	378
Dallas St	419
Danbury Ct	892
Davis Pl	828
Dell Ave	729
Dellwood Dr	569
Dogwood Dr	742
Donna St	473
Eastwood Ct	620
Edgewood Dr	508
Edwards Cir	611
Essex Ct	233
Flannigans Pl	553
Fortson Cir	1,337
Frontier Ct	527
Gayle Ct	175
Great Oak Ct	300
Hanover Cir	816
Hanover Ct	493
Hardwood Ct	174
Heelstone Pl	268
Heidi Pl	595
Hillview Ter	520
Hollie St	347
Honeysuckle Ct	490
Indale Ave	188
Indian Lake Ct	648
Inverness Rd	1,826
Jefferies Ct	182
Jockey Club Dr	641
Johnson Drive Ext	723
Kendene St	312

Kingston Way	565
Kipling Ct	648
Lakeland Pl	633
Lakeview Rd	677
Landor Pl	369
Lanier Ct	432
Lavista Pl	392
Lee St	405
Leora Cir	410
Lynwood Ct	306
Maple Cir	681
Maple Ln	525
McLeroy Pl	449
Meadow Cir	326
Meadow Ln	439
Meadowbrook Rd	763
Morningside Dr	177
Morningview Cir	753
Mulberry St	815
N Lumpkin St	445
N Pope St	345
N Rocksprings St	458
Northcrest Dr	1,660
Northfort Ct	359
Oakwood Ter	494
Paisley Pl	530
Paris St	1,020
Pearl St	640
Phinizy Ln	889
Pine Valley Pl	426
Pineridge Rd	457
Prescott Ct	241
Pulaski Hts	428
Rear First St	448
Redfern Cir	287
Reed Ct	305
Riverhill Ct	394
Robinhood Ct	536
Sandstone Cir	275
Sandwood Cir	213
Sandy Creek Dr	455
Sartain Dr	494
Shadybrook Dr	1,492
Shoemaker Ct	376
Skyline Way	525
Smoke Rise Ct	307
Snapfinger Ct	293
Sorenson Pl	475
Southfort Ct	323
Spalding Ct	571
St George Pl	606
Stanelle Dr	615
Stedman Ct	348

Stonehenge Pl	375
Susan Cir	604
Sylvan Rd	1,033
The Plaza	1,574
Tibbetts St	421
Tillman Ln	1,781
Tipperary Ct	364
Tipperary Rd	641
Torey Pine Pl	331
Urbana Way	588
Valleybrook Dr	348
Vestavia Cir	320
Walker Dr	802
Waverly Ct	254
Weatherly Ct	368
Wellington Ct	232
West Lake Pl	382
Wexford Pl	498
Whipporwill Pl	179
Whitehead Ter E	862
Wildwood Ct	349
Willow Run	919
Windsor Ct	264
Witherspoon Ct	387
Woodcreek Pl	305
Woodland Way	347
Woodward Way	800
Wren Ct	476
Total	Total Mileage 13.2 miles

FY22/23 Water Line Upgrades

Attachment #3



For Planning Purposes Only
Field Verify for Design Purposes

Large Diameter Water Main

Small Diameter Mains
(Approximately 2.8 miles)

0 0.35 0.7 1.4 2.1 2.8 Miles

N

Table 3 FY22 and FY23 Water Line Upgrades

Street Name	Water Main Length (feet)
Calhoun Dr	1,347
Carole Ln	469
Cherokee Ct	343
Edgewood Dr	508
Fortson Cir	1,337
Hollie St	347
Inverness Rd	1,826
Meadow Cir	326
Meadow Ln	439
Morningview Cir	753
Northcrest Dr	1,660
Shadybrook Dr	1,492
Stanelle Dr	615
Tillman Ln	1,781
Walker Dr	802
Whitehead Ter E	862
Total	Total Mileage 2.8 miles

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 22, Broadband Connectivity Enhancement – Preliminary Plans

DATE: January 31, 2023

BUDGET INFORMATION:

REVENUES:		$ 6,330,800	SPLOST 2020 Project 22 Funding
EXPENSES:			
	CAPITAL:	$ 489,716	Expensed or Encumbered
		$ 250,000	Designated Land
		$ 12,535	Designated Misc. Fees
		$ 327,092	Designated Fixtures, Furnishings & Equipment
		$ 230,526	Designated Testing & PM Fees
		$ 1,371,235	Designated Design & Construction Contingency
		$ 3,649,696	Available for Construction
	ANNUAL:	$ 426,000	

FUNDING SOURCE:
CAPITAL: SPLOST 2020 Project 22 - Broadband Connectivity Enhancement
ANNUAL: General Fund

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:
To request that the Mayor and Commission:

a. Approve the Preliminary Plans for the Broadband Connectivity Enhancement (SPLOST 2020, Project 22) as generally shown **Attachment #1** and described in Facts & Issues #9;

b. Authorize staff to advance the Preliminary Plans for the Broadband Connectivity Enhancement (SPLOST 2020, Project 22) as generally shown **Attachment #1** and described in Facts & Issues #9 into the Business Planning Phase of the Broadband Connectivity Enhancement Project;

c. Authorize staff to market the Broadband Connectivity Enhancement (SPLOST 2020, Project 22) as generally shown **Attachment #1** and described in Facts & Issues #9 to third party Broadband Providers to provide partnership opportunities; and

d. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On June 7, 2016, M&C approved the FY17 Budget that included $25,000 capital funding for Broadband Access Feasibility study.

2. On March 13, 2018, M&C received a presentation regarding potential High Speed Broadband network opportunities.

3. On December 12, 2018, the Information Technology Department submitted a Project Proposal for ACCGov consideration as part of the SPLOST 2020 Program (F&I #1).

4. On February 11, 2019, High Speed Wireless Broadband was presented to the SPLOST 2020 Citizen Advisory Committee with a funding request of $6,800,000 and an annual net operating expense of $426,000.

5. On July 18, 2019, the M&C approved the Proposed Referendum Project List, which included the Broadband Connectivity Enhancement at a project value of $6,460,000 (F&I #2).

6. On August 6, 2019, the M&C approved the SPLOST 2020 Program Referendum, which included Project 22 - Broadband Connectivity Enhancement as a component.

7. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum. The Program will collect $314,303,300 over a twelve-year period. The Program included a budget amount of $6,460,000 for Project 22 - Broadband Connectivity Enhancement.

8. On December 3, 2019, M&C approved a budget amendment finalizing SPLOST 2022 Project Budgets to account for SPLOST Program Administration services. This action established a finalized SPLOST 2022 Project #22 Broadband Enhancement Project budget of $6,330,800.

9. On August 4, 2020, M&C accepted the CARES Act Grant and approved the proposed CARES Act Phase One funding recommendations, where approximately $550,000 was appropriated for technology, which included critical Wi-Fi infrastructure investments at multiple ACCGov Leisure Services facilities.

10. On February 2, 2021, M&C approved the SPLOST 2020 Tier Funding Schedule thereby establishing the funding schedule for the Broadband Connectivity Enhancement Project.

11. On March 11, 2021, the American Rescue Plan Act was enacted, which included funding for the State Local Fiscal Recovery fund.

12. On April 13, 2021, the Project User Group held a kick-off meeting. The User Group Members that were appointed by Manager Williams are:
    - Ashley Steele (Resident)
    - David Rowe (Resident)
    - Lawrence Harris (Clarke County School District; Chief of Community Engagement)
    - Stephen Bailey (ACCGov Director of T&PW)

- Travis Cooper (ACCGov Chief Information Officer of IT)
- Keith Kelley (ACCGov Deputy Chief Admin Svcs of Police Department)

13. On May 10, 2021, the Athens Cultural Affairs Commission (ACAC) voted and deemed SPLOST 2020 Project 22 – Broadband Connectivity Enhancement as unsuitable for public art.

14. Between April and June 2021, the User Group met to discuss the project, including general ideas and research on basic broadband approaches.

15. On June 1, 2021, the M&C approved the SPLOST 2020 Master Implementation Schedule with Project 22, Broadband Connectivity Enhancement, scheduled to start March 2022 with target completion in November 2024.

16. On June 30, 2021, the User Group approved the proposed Alternative Analysis Statement as outlined in F&I #7.

17. On July 15, 2021, the Governor's Office of Planning and Budget presented on overview of the State Fiscal Recovery Fund with $300,000,000 allocated for Broadband infrastructure. This overview established the grant request timeline establishing August 1 – August 31, 2021 as the grant application period.

18. On August 10, 2021, staff shared a presentation with the M&C on the Broadband Connectivity Enhancement Project during a regularly scheduled Work Session.

19. On August 17, 2021, M&C approved the submission of an application to the Georgia State Fiscal Recovery Program portion of the American Rescue Plan Act (ARPA) for Broadband Enhancement funding.

20. On August 24, 2021, ACCGov received notice that Governor Brian Kemp extended the August 31, 2021 application deadline to October 31, 2021 for the State Fiscal Recovery Fund grant opportunities.

21. On October 7, 2021, ACCGov released a Request for Qualifications/Proposals (RFQP #01049) for Telecommunication Consulting/Design Services for Broadband Community Enhancement Project (SPLOST 2020 Project #22).

22. On October 31, 2021, ACCGov Chief Information Officer Travis Cooper confirmed that ACCGov's grant application was received.

23. On November 8, 2021, ACCGov received qualification/proposal packages from four firms noted in F&I #8.

24. On November 23, 2021, the User Group submitted their initial evaluation of the proposals that had been received (evaluation criteria noted in F&I #9). The User Group made the determination to interview all four firms that submitted proposals (F&I #8).

25. Between December 3 & Dec 7, 2021, the User Group hosted interviews with all four firms.

26. On December 15, 2021, Foresite Group, LLC was determined by the User Group as the highest ranking firm for recommendation to M&C for contract award.

27. On January 4, 2022. M&C awarded a Telecommunications Consulting/Design Professional Services contract to Foresite Group, LLC, with a contract value of $388,490.00 for the SPLOST 2020, Project 22 - Broadband Connectivity Enhancement Project.

28. On February 1, 2022, Governor Brian Kemp awarded almost $408 million in grant funding for 49 projects in Georgia. Spectrum was awarded $1,094,340 to serve approximately 574 addresses in Clarke County. No funds were awarded to ACCGov.

29. On August 12, 2022, ACCGov opened the Broadband Connectivity Demand Aggregation Survey to residents and business within Athens-Clarke County for broad users to advise of location, existing broadband services, satisfaction of existing broadband services, acceptable price point for service provided, desired service, and if agreeable, a speed test to capture existing download/upload speeds.

30. On October 3, 2022, upon completion of the Demand Aggregation Survey, the following results were obtained by respondents:
    - 852 currently have internet service
    - 23 currently do not have internet service
    - 180 are served addresses (greater than 100Mbps download/20 Mbps upload)
    - 469 are underserved addresses (great than 25 Mbps download/3Mbps upload but less than 100Mbps download/20 Mbps upload)
    - 133 are unserved addresses (less than 25 Mbps download/3Mbps upload)

31. On October 20, 2022, the User Group recommended the Project Concept with concentration of target areas to move into the Preliminary Plan Phase.

32. On November 10, 2022, during the Work Session, M&C received a presentation for the Broadband Connectivity Enhancement (SPLOST 2020, Project 22).

33. On November 28, 2022, the SPLOST 2020 Oversight Committee convened, and while the committee did not have a quorum present, the attending members unanimously confirmed that the Project Concept for Project 22 - Broadband Connectivity Enhancement is consistent with the Initial Project Statement.

34. On December 6, 2022, M&C approved the Broadband Connectivity Enhancement (SPLOST 2020, Project 22) Project Concept and authorized the project top enter into the Preliminary Plan phase.

35. On February 14, 2023, at a regularly scheduled Mayor and Commission work session, staff presented the recommendations offered in this agenda item.

FACTS & ISSUES:

1. The original SPLOST Project submission request noted the following phases:
    - Phase I – Construction of high-speed wireless loop (system backbone) to support connectivity to ACCGov assets for mission critical facilities that do not have adequate Broadband options. This effort requires approx. 22 – 28 cellular/radio towers.
    - Phase II – Design and Build high speed municipal wireless infrastructure within the downtown area.
    - Phase III – Utilize infrastructure implemented in Phase I and Phase II to expand internet service opportunities to the rural community. Expansion may also include partnering with private Internet Service Providers.

2. The approved Initial Project Statement for SPLOST 2020 Project 22 – Broadband Connectivity Enhancment reads as follows:

    Project 22 – Broadband Connectivity Enhancment *- This project will provide funding to assist with the process of implementing and providing for the enhancement of broadband connectivity throughout Athens-Clarke County. Depending upon costs and funding availability, and to the extent allowed by law, this project may include, but not be limited to, the following: providing broadband connectivity for governmental use; construction of a high speed wireless network loop around the county to provide high speed broadband access to the Internet for citizens of Athens-Clarke County; land acquisition, design, construction, and other related costs for building out the infrastructure and incorporating it into the Unified Government workflow; providing Wi-Fi connectivity in the downtown area and targeted advertisements for business development; connectivity enhancements to increase phone and/or internet service geographically in Athens-Clarke County; and partnerships with local, regional, state, federal, and/or private entities. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

3. Since March 12, 2018 (History #2) and the original SPLOST Project submission (History #3), several events have been identified that may guide the SPLOST 2022 Project 22 - Broadband Enhancement project moving forward:
    - COVID 19 Pandemic – increased residential/business broadband needs
    - Broadband industry technology advancements
    - Federal and State funding targeting Broadband Enhancements

4. Based on User Group discussions and research regarding other community broadband efforts, the User Group determined utilizing outside professional industry/design services to help guide an evaluation of current technology, partnership opportunities, revision of the annual estimated cost, and placement/locating of appropriate hardware provides the best value to ACCGov.

5. The User Group maintains the identified following project elements need further refinement/understanding as the project matures:
    - Geographic targets (public/private)
    - Topography restricted approaches
    - Existing infrastructure
    - Equipment life cycle
    - Private/Public partnerships
    - Internet Service Providers (End User clients)
    - Private market solutions
    - Grant Opportunities

6. The elements identified in F&I #3 led the User Group to outline Areas of Impact for project focus. The ability to address the Areas of Impact are outside staff's expertise, and thus, the need for the outside professional design services and resources was reinforced. The Area of Impacts are:
    - Improved and more efficient government functions
    - Laying the foundation for partnerships, future innovation and initiatives
    - Residents of Athens-Clarke County (ACC)

7. The User Group utilized the Demand Aggregation Survey data and broadband needs for ACCGov facilities to develop the Proposed Project Concept and target areas.

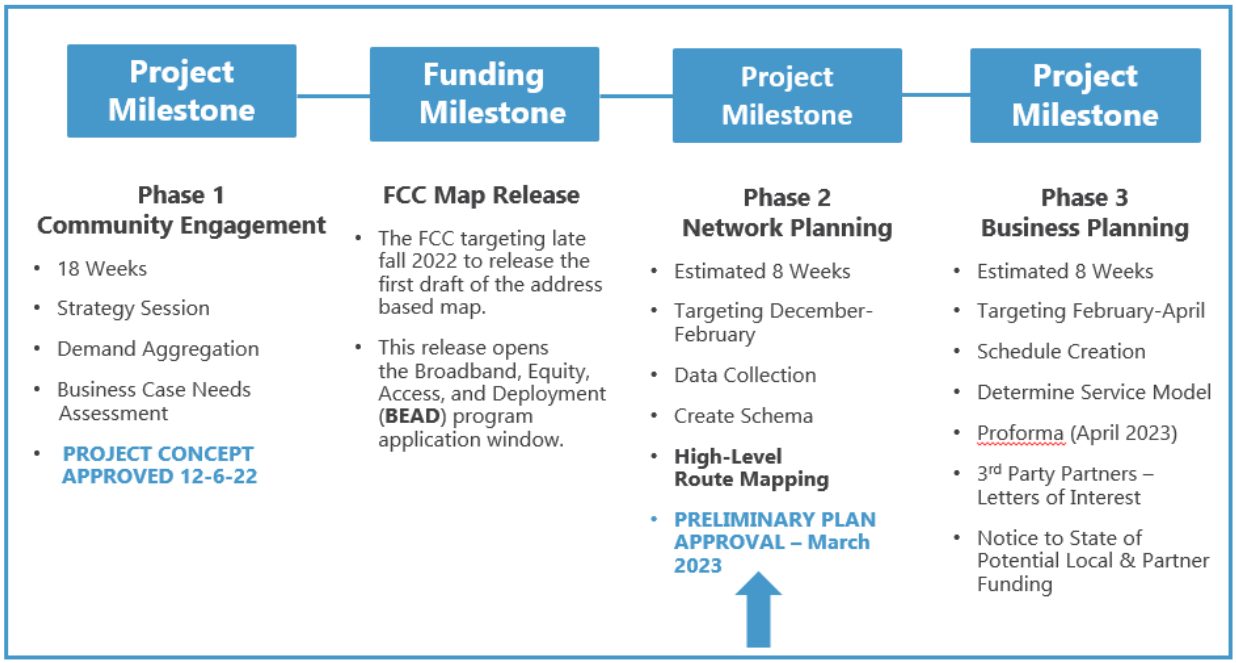
8. The M&C approved Proposed Project Concept includes:
    - Priority 1 – Develop Backbone for ACCGov network
        - Improved and more efficient government functions
        - Provide redundancy for critical mission systems
        - Increase faster internet access at governmental buildings, reducing monthly service costs and improved business function
        - Expand opportunities in the public safety arena
        - Expand opportunities for real time traffic management solutions
        - Pursue outside funding resources (grants, etc.)
    - Priority 2 – Expand partnerships opportunities
        - Create/expand public Broadband spaces (i.e. downtown Athens, parks, etc.)
        - Branding opportunities for economic development
        - Explore smart city initiatives
        - Pursue outside funding resources (grants, etc.)
    - Priority 3 – Residents/Businesses of ACC
        - Partner with third party Internet Service Providers (ISP) to facilitate middle and last mile connectivity
        - Pursue outside funding resources (grants, etc.)

9. Development of the Preliminary Plans as generally shown Attachment #1 include:

- Fiber network Ring within ACCGov to support an ACCGov network
  - With ACCGov owned or partnered fiber cabling
- Fiber network legs/spokes that branch off a ACCGov/partnered fiber ring supporting middle mile to underserved/undeserved areas
  - ACCGov partnership with 3rd party vendor by retaining ownership/use of certain number of dedicated fiber tubes (one tube = 12 fiber optic lines) within a fiber optic cable
- Fiber network neighborhoods serving underserved/unserved neighborhoods
  - ACCGov partners providing internet service to individual residents/businesses

10. High level mapping components/definitions include:
    - Fiber Network ring (Ring) is a main fiber layout utilized to service the larger geographic area and provide redundancy to critical communication infrastructure
    - Fiber Neighborhood/Fiberhood is a geographic grouping of service points (users)
    - Fiber Distribution Hut (HUT) is a small free standing building that houses equipment to serve the fiber network and fiberhoods
    - Fiberhood and HUT boundaries were established utilizing existing geographic features (rivers, roads, & neighborhoods)
    - Fiber network legs/spokes branch off fiber ring/huts to support fiberhoods and users (future components based on grants & partnerships development)

11. To meet the desired goals & current schedule for the Project, the following anticipated milestones were established:
    - Preliminary Plan Approval by M&C — March 2023
      (High Level Route Mapping & authorize Business Planning Phase)
    - Complete Business Planning — May/June 2023
    - RFQ/P for partnerships — July 2023
    - BEAD Grant application — August 2023
    - BEAD Grant awards — December 2023



12. For Broadband/Internet type utility projects, high level mapping is the appropriate equivalent to Preliminary Plans as typically referred to in the ACCGov Plan Development/Capital Delivery Process.

13. High level route construction estimates to support the ACCGov network ring improvements as generally shown in **Attachment #1** is $18,584,000. This generally includes:
    - 9 miles of aerial construction
    - 110 miles of underground construction

14. Current high level cost to build out providing broadband access the entire county is estimated at $123,000,000.

15. This recommendation supports the following Mayor and Commission Strategic Plan Goals & Strategies:
    - Organizational Improvement, Strategy C
        - *Provide the tools staff need to improve their daily work and deliver better service to residents*
    - Built and Natural Infrastructure, Strategy A
        - *Develop and implement technology with built-in resiliency and redundancy guidelines*

OPTIONS:

1. Mayor and Commission:

a. Approve the Preliminary Plans for the Broadband Connectivity Enhancement (SPLOST 2020, Project 22) as generally shown **Attachment #1** and described in Facts & Issues #9;

b. Authorize staff to advance the Preliminary Plans for the Broadband Connectivity Enhancement (SPLOST 2020, Project 22) as generally shown **Attachment #1** and described in Facts & Issues #9 into the Business Planning Phase of the Broadband Connectivity Enhancement Project;

c. Authorize staff to market the Broadband Connectivity Enhancement (SPLOST 2020, Project 22) as generally shown **Attachment #1** and described in Facts & Issues #9 to third party Broadband Providers to provide partnership opportunities; and

d. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor & Commission deny the Preliminary Plans for the SPLOST 2020 Project 22 - Broadband Connectivity Enhancement Project.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, b, c, and d

DEPARTMENT: Office of the Manager – SPLOST Program Management
Prepared by: J. Derek Doster, SPLOST Project Administrator



Robert Cheshire, SPLOST
Capital Projects Director

2/10/23
Date:



Travis Cooper,
IT Department Director

2/10/23
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, c, and d



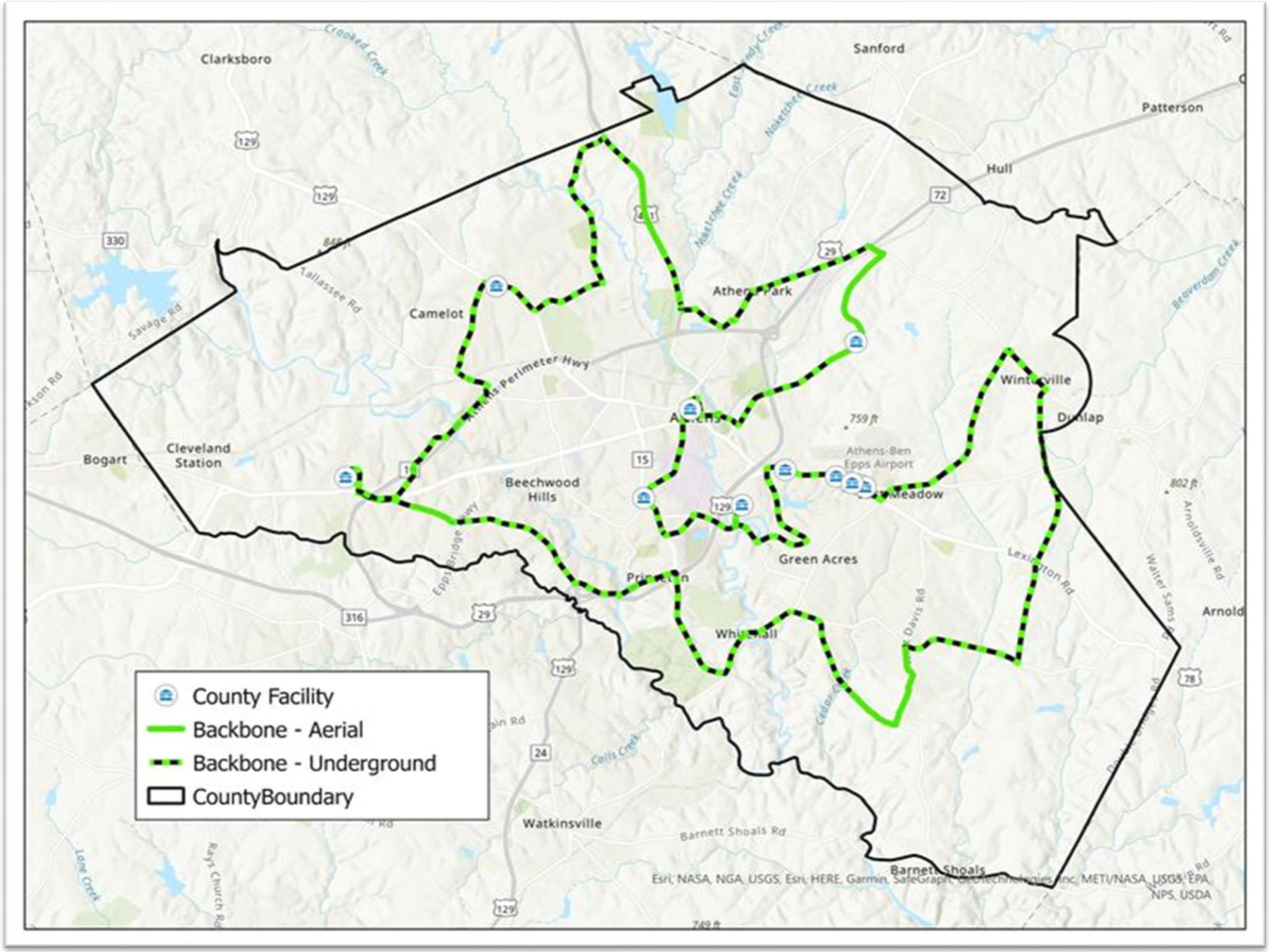


Manager

February 14, 2023
Date:

ATTACHMENTS:
Attachment #1 – ACCGov Broadband Preliminary Plans

Proposed High Level Route Map/Preliminary Plan - Attachment #1



THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020, Project 24 – Animal Shelter Improvements – Proposed Project Concept

DATE: ~~January 30, 2023~~ February 28, 2023

BUDGET INFORMATION:

REVENUE:

$	547,820	SPLOST 2020 Project 24 (All Tiers)

EXPENSES:

CAPITAL:

$	6,099	Expensed or Encumbered
$	42,278	Designated Design Fees
$	28,263	Designated Fixtures, Furniture and Equipment
$	20,750	Designated Misc., Testing, PM Fees, & Permitting
$	3,400	Designated Public Art
$	59,564	Designated Design & Construction Contingency
$	387,466	Available for Construction

FUNDING SOURCE: SPLOST 2020 Project 24

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the Proposed Project Concept for SPLOST 2020, Project 24 – Animal Shelter Improvements, as detailed in Facts & Issues #4;

b. Authorize staff to advance the Proposed Project Concept to the schematic design phase, based on the funding availability; and,

c. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On November 5, 2013, the M&C approved the Project Concept for SPLOST 2011 Project 19; which included the addition of the new Cat Shelter to the Project Concept.

2. On June 3, 2014, the M&C awarded the Construction Services Contract for the Animal Shelter Renovation.

3. In November 2016, the Animal Shelter renovation project was completed. This project consolidated Animal Shelter facilities, added capacity for additional animals, and added or expanded the support staff and facilities needed to operate the shelter.

4. On December 9, 2016, the newly renovated Animal Shelter was dedicated.

5. On November 5, 2019, ACC voters approved the SPLOST 2020 Program Referendum. This Referendum included the Animal Shelter Improvements Project (SPLOST 2020 Project 24).

6. On April 7, 2020, the M&C approved the proposed Fiber Connectivity Project Concept – for Public Safety Communication Systems Improvements (SPLOST 2011 Project 05) and Animal Shelter Expansion (SPLOST 2011 Project 19).

7. On May 12, 2021, the ACAC recommended that SPLOST 2020 Project 24, Animal Shelter Improvements be designated as appropriate for public art with a budget amount of 1% of the proposed construction budget.

8. On June 1, 2021, the M&C approved the Master Implementation Plan and Funding Schedule for the SPLOST 2020 Program. The SPLOST 2020 Project 24, Animal Shelter Improvements, included funding programmed for Tiers #2, & #3.

9. In June 2022, a User Group was established for the project, consisting of Kristall Barber, Beth Smith, Cook English, Jed Kaylor, Nicollette Watkins, and Dr. Staci Cannon.

10. On September 6, 2022, the User Group participated in the animal shelter site visit with SPLOST staff and identified the current needs at the shelter, considered those as part of the proposed project concept items. **(Attachment #1)**

11. On January 24, 2023, the User Group recommended to proceed with the Proposed Project Concept in priority order for consideration by the SPLOST 2020 Citizen Oversight Committee and M&C during the February/March voting cycle.

12. On February 20, 2023, the Proposed Project Concept ~~will be~~ was presented to the SPLOST 2020 Oversight Committee for confirmation that the Proposed Project Concept meets the intent of the SPLOST 2020 Project 24 Initial Project Statement. The Oversight Committee confirmed that the Proposed Project Concept is consistent with the Initial Project Statement.

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2020 Project 24 reads as follows:

   Animal Shelter Improvements*, project will provide funding for renovations, improvements, additions to, and equipping of dog kennels, front offices, and public spaces of the animal shelter. Depending upon costs and funding availability, this project will primarily renovate or replace the dog kennel runs with improved materials and systems to improve the ability to maintain sanitary conditions and to make cleaning easier and more effective, to better serve the needs of animals housed at the facility, and to efficiently provide the level of animal services directed by the Mayor and Commission. Improvements*

may also include an adjoining dog park area and/or the addition of additional outdoor dog runs for pet and potential adopter interaction. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

2. The original Animal Shelter facility was built approximately 30 years ago and in 2016 and a major renovation was undertaken in 2016 to expand the shelter. The renovation project consolidated Animal Shelter facilities and added new administrative space, new isolation kennels, new cat shelter, new interaction pens and additional septic systems capacity. The facility consists primarily of the following uses:
   A. Kennel space with 41 kennel runs (30 original adoption kennels, 6 new adoption kennels, and 5 quarantine kennels). Quarantine or isolation kennel runs are designated for aggressive dogs or those being monitored for rabies. Five new isolation kennel runs are located separately from the existing runs thus allowing quarantined dogs to be kept separate from dogs available for adoption and from the public visiting the facility.
   B. Animal Shelter operations building, approximately 2,600 square feet (SF) houses all facility functions includes administrative space, interaction/grooming, storage, office, puppy room, food and equipment storage and Animal Control Administrative functions other than housing the dogs;
   C. Cat Shelter operations unit, approximately 1,250 square feet (SF) includes rooms for cat adoption/interaction, storage, kittens, cleaning, food preparation, intake/medical, and isolation.
   D. Outdoor interaction pens/dog runs are used by visitors, potential adopters, and volunteers to groom and interact with the dogs.

3. The 30 original adoption kennels, which were not part of the 2016 renovation, are deteriorating and making it difficult to maintain sanitary conditions as required by state regulations. Recent state inspections have highlighted some of the challenges. The existing dog kennels are constructed with a combination of concrete block and mostly chain link with flexible panels zip tied to the chain link. They require heavy use of cleaners and disinfectants has severely corroded the chain link while the blocks have developed cracks and deterioration. These conditions make it difficult to ensure sanitary conditions and have been noted by the Department of Agriculture inspector.

4. From the User Group Survey and the practical order of work needed to preserve existing infrastructure with the funds available. The User Group developed the Proposed Project Concept for renovating the original dog kennels by categorizing the project items into “Must Haves”, “Highly Wanted” and ”Nice to Haves” as shown below:

   <u>Must Haves</u>
   - Retrofit kennel runs with solid barriers to prevent the spread of illness and infections between animals.
   - Provide system and/or drainage improvements to allow for kennel cleaning without having to move the dogs between kennels or to be in kennels while being cleaned.

Highly Wanted

- Update the kennel's roof structure to prevent/reduce the stormwater inside the kennels.
- New HVAC systems to create an environment protected from extreme heat and cold and to reduce cross contamination through proper ventilation.
- Provide kennel barrier separation at the bottom and sides of the kennel doors and the employee access hallway to avoid dogs' reactivity and disease spread.

Nice to Haves

- Install hose systems for easier cleaning of animals.
- Resurface the existing concrete walkway of the employee access hallway at the interior kennels.

5. Based on the currently available budget and depending on the systems selected, there is not enough funding to complete all of the Proposed Project Concept items. The User Group recommends advancing the Proposed Project Concept list in the priority order to the Schematic Design phase based on the items that can be accommodated within the project budget. At the time of the Proposed Schematic Design, staff will identify the elements that are proposed to be funded with the current budget and those that would need additional funding.

6. The anticipated schedule for implementation of the project would be as follows:
   - Project Concept Approval — March 2023
   - Schematic Design Approval — August 2023
   - Construction Start — February 2024
   - Project Completion — December 2024

7. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
   - Built and Natural Infrastructure Goal, Strategy C: *Provide adequate funding for maintenance of existing and newly constructed infrastructure.*

OPTIONS:

1. Mayor and Commission:
   a. Approve the Proposed Project Concept for SPLOST 2020, Project 24 – Animal Shelter Improvements, as detailed in Facts & Issues #4;

   b. Authorize staff to advance the Proposed Project Concept to the Schematic Design phase, based on the funding availability; and,

   c. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve the Project Concept.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, b, & c

DEPARTMENT: Prepared by: Keith Sanders, SPLOST Program Administrator for

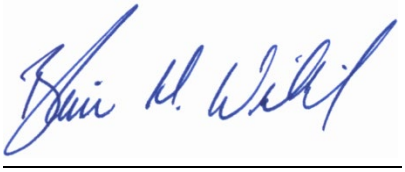


Robert Cheshire, Capital Projects Director — February 10, 2023 Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, & c





Manager — February 14, 2023 Date:

ATTACHMENTS:
Attachment #1 - Proposed Project Concept List

SPLOST 2020 – Project 24, Animal Shelter Improvements – Proposed Project Concept List

Total project budget - $ 547,820

The Animal Shelter user group, made up of two Animal Services Staff, one Central Services Staff, two Athens Humane Society members and a UGA Professor for College of Veterinary Medicine. The user group developed the project concept based on a priority list of projects that are broken into three categories. The must have list are the items that are must be accomplished for this project and funds will be expended in the order items are listed. The next group is highly wanted. If funds remain after completing the must have list, the items in the highly wanted list will be developed in order, as funding allows. It is highly unlikely that the nice to have list will make it into the project as the SPLOST dollars will not stretch that far down the list. It is important to still maintain those priorities as funds are identified in the future.

- **Must Haves**
  - Retrofit 30 old dog kennel runs that includes replacement of old chain link & flexi kennel walls with new concrete block walls with a suitable insulation that is soundproof and paint the new walls.
  - New kennel drains needs to be installed for 30 old dog kennel runs inside the kennels.

- **Highly Wanted**
  - Update the dog kennels roof by extending the existing roof to avoid the stormwater inside the kennels.
  - Install a new HVAC systems to create an animal environment protected from extreme heat and cold and to prevent the sick animals from infecting the general population through proper ventilation.
  - Kennel Barrier to be installed at the bottom of the kennel doors at the interior side of the kennels and the employee access hallway to avoid dogs' reactivity and disease spread.

- **Nice to Haves**
  - Install indoor hose system for cleaning animals.
  - Resurface the existing concrete walkway of the employee access hallway at the interior kennels.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA, WITH RESPECT TO **SPECIAL USE APPROVAL IN THE RM-1* (MIXED DENSITY RESIDENTIAL ZONING WITH CONDITIONS) DISTRICT ON THE APPROXIMATE 0.77-ACRE PARCEL OF LAND LOCATED AT 189, 191 & 193 HIGHLAND PARK DRIVE;** AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The map constituting the current RM-1* (Mixed Density Residential Zoning with Conditions) district in which one parcels of land totaling approximately 0.77-acre located at 189, 191 & 193 Highland Park Drive, Athens, Georgia, is hereby amended to provide for Special Use approval to permit three halfway houses to operate on three separate parcels to be established, as shown on Attachment A hereto. The subject parcel is more fully described as follows:

All the approximate 0.77-acre parcel of land as described by that certain site plan entitled "Survey For Freedom From Bondage Inc. 189 Highland Park Dr." dated August 21, 2021, last revised July 7, 2022, prepared by Straight Line Surveying Inc., stamped "Binding 8-9-22," and being on file and available for public inspection in the Office of the Athens-Clarke County Planning Department.

Said approximate 0.77-acre parcel of land at 189, 191 & 193 Highland Park Drive, Athens, Georgia is designated as tax parcel number 241A1 A012D on the Athens-Clarke County tax map, being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia. The date of this amendment shall be duly noted in the minutes of the Commission meeting.

SECTION 2. The binding site plan associated with this ordinance and incorporated herein by reference consists of one sheet in total, with each sheet being numbered and titled in the lower-right hand corner and stamped "Binding 8/9/22." The respective number, title, and date of each sheet is listed below.

Sheet No.:	Title:	Date:
Job No. 18024-siteplan-189	Survey for Freedom From Bondage Inc. 189 Highland Park Dr.	8/21/21, last revised 7/2/22

The binding site plan associated with this ordinance is on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia.

The binding written report associated with this ordinance and incorporated herein by reference consists of two pages, being entitled "To Whom It May Concern" dated April, 2022, stamped "Binding 8/9/22," prepared by Chris Church, Director of Freedom from Bondage, Inc., and being on file and available for public inspection in the Office of the Athens-Clarke County Planning Department.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA, WITH RESPECT TO **SPECIAL USE APPROVAL IN THE RM-1* (MIXED DENSITY RESIDENTIAL ZONING WITH CONDITIONS) DISTRICT ON THE APPROXIMATE 0.77-ACRE PARCEL OF LAND LOCATED AT 189, 191 & 193 HIGHLAND PARK DRIVE;** AND FOR OTHER PURPOSES.

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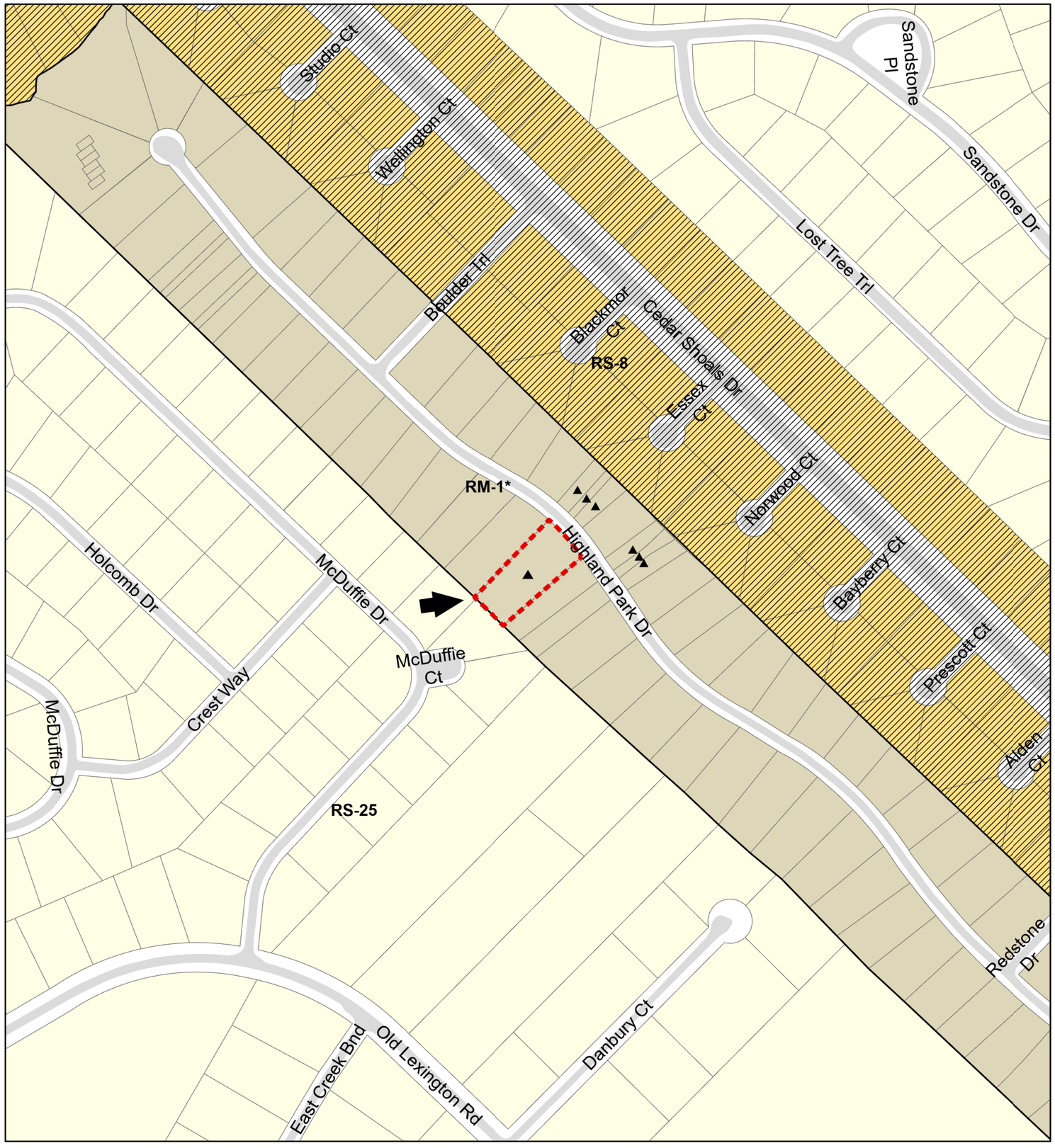
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The binding written report associated with this ordinance and incorporated herein by reference consists of two pages, being entitled "To Whom It May Concern" dated April, 2022, stamped "Binding 8/9/22," prepared by Chris Church, Director of Freedom from Bondage, Inc., and being on file and available for public inspection in the Office of the Athens-Clarke County Planning Department.

SECTION 3. The following condition of zoning is associated with this ordinance:

(1) Freedom from Bondage will re-establish understory plantings along the back property line.

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



The Official Zoning Map
of Athens-Clarke County

Legend

- P, Parks
- IN, Institutional
- C-G, Commercial-General
- C-D, Commercial-Downtown
- C-N, Commercial-Neighborhood
- C-O, Commercial-Office
- C-R, Commercial-Rural
- E-I, Employment-Industrial
- E-O, Employment-Office
- G, Government
- I, Industrial
- AR, Agricultural Residential *(1 unit per 10 acre density)*
- RM-1, Mixed Density Residential *(16 multi-family units per acre)*
- RM-2, Mixed Density Residential *(24 multi-family units per acre)*
- RM-3, Mixed Density Residential *(50 multi-family units per acre)*
- RS-5, Single-Family Residential *(5,000 sq. ft. min. lot area)*
- RS-8, Single-Family Residential *(8,000 sq. ft. min. lot area)*
- RS-15, Single-Family Residential *(15,000 sq. ft. min. lot area)*
- RS-25, Single-Family Residential *(25,000 sq. ft. min. lot area)*
- RS-40, Single-Family Residential *(40,000 sq. ft. min. lot area)*

Parcel boundaries of the site are determined by legal description.
The parcels shown on this map are to be used only as a guide.

- Downtown Design Areas
  - *(DHD)*, Downtown Historic District
  - *(WD)*, West Downtown
  - *(ED)*, East Downtown
  - *(DS)*, Dougherty Street
  - *(RIV)*, River
  - *(WE)*, West End
  - *(ND)*, North Downtown
- Airport Overlay
  - AZ1, Precision Approach Zone
  - AZ2, Larger Than Utility Runway Nonprecision Approach Zone
  - AZ3, Utility Runway Nonprecision Approach Zone
  - TZ, Transitional Zone
  - RPZ, Runway Protection Zone
  - PSZ, Primary Surface Zone
- 78/316 Special District Overlay
- PD Planned Development
- * Zoning with Conditions
- Historic District
- RM-LTD, Mixed Density Residential Limited Overlay
- Conditional Use
- GSRC, Gaines School Road Corridor Special District Overlay
- MAC, Milledge Avenue Corridor Special District Overlay
- WBS, West Broad Street Special District Overlay
- Winterville Boundary
- Bogart Boundary
- ACC Boundary
- Railroads
- Special Use
- Historic Landmark

290 145 0 290 580 870 Feet

ATTACHMENT A	**SUP-2022-04-1161; SUP-2022-04-1162; SUP-2022-04-1163 SPECIAL USE**
534	**189, 191 & 193 HIGHLAND PARK DRIVE** Chris Church Freedom from Bondage, Inc.
FROM: **RM-1***	TO: **Special Use in RM-1***

TAX PARCEL #	PLANNING COMMISSION MEETING DATE	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE
241A1 A012D	August 4, 2022	March 7th, 2023

ATHENS-CLARKE COUNTY PLANNING COMMISSION
RECOMMENDATION

DATE: August 4, 2022	**FILE NO: SUP-2022-04-1161; SUP-2022-04-1162; SUP-2022-4-1163**

LOCATION: 189, 191 & 193 Highland Park Drive
APPLICANT: Chris Church
OWNER: Freedom from Bondage, Inc.
REQUEST: Special Use in RM-1* (Mixed Density Residential Zoning with Conditions)
DISTRICT: 8

PLANNING COMMISSION MOTION AND RECOMMENDATION:
Ms. Rowland made a motion to recommend approval. Ms. Gehring seconded.

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Present				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present		X	
Catherine Goodrum Present	X			Lucy Rowland Present	X		
Matthew Hall, Vice-Chair Present	X			Monique Sanders Present	X		
Alice Kinman Absent				Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	6	1	

For: Chris Church
Against: None

Discussion: The applicant noted that there would be up to 12-14 residents rather than 21, as stated in the staff report. One unit would be reserved for staff. Prospective residents are recovering from substance abuse rather than transitioning from incarceration.

Motion: Ms. Rowland made a motion to recommend approval of all three special uses applications. Ms. Gehring seconded the motion, which passed 6-1.

STAFF RECOMMENDATION
SPECIAL USE PERMIT
SUP-2022-04-1161; SUP-2022-04-1162; SUP-2022-04-1163
189, 191 & 193 HIGHLAND PARK DRIVE
AUGUST 4, 2022

GENERAL INFORMATION AND PROPOSED DEVELOPMENT

I. THE REQUEST

APPLICANT	Chris Church
OWNER	Freedom from Bondage, Inc.
REQUEST	Special Use in RM-1* (Mixed Density Residential Zoning with Conditions)
TYPE OF REQUEST	Type I – Special Use Permit
LOCATION	189, 191 & 193 Highland Park Drive
COUNTY COMMISSION DISTRICT	8
SIZE OF SUBJECT PROPERTY	0.77 acre (total of all three parcels)
PRESENT USE	Multifamily dwellings
PROPOSED USE	Halfway houses
TAX MAP NUMBERS	241A1 A012D
ADJACENT USES AND ZONING	(E) Halfway houses / Special Use in RM-1; triplex / RM-1
	(W) Single-family dwellings / RS-25
	(N) Triplex / RM-1
	(S) Single-family attached dwellings / RM-1
STAFF RECOMMENDATIONS	
189 Highland Park Drive	**Denial**
191 Highland Park Drive	**Denial**
193 Highland Park Drive	**Denial**
PLANNING COMM. RECOMMENDATIONS	
189 Highland Park Drive	**Approval**
191 Highland Park Drive	**Approval**
193 Highland Park Drive	**Approval**

II. PURPOSE

The purpose of this request is to seek approval of three Special Use Permits for a halfway house on property zoned RM-1* (Mixed Density Residential Zoning with Conditions). According to Section 9-8-2 of the Athens-Clarke County Zoning and Development Standards, a halfway house may be permitted within the RM-1 zone only after Special Use approval. If approved, the application report, site plan, and the architecture of the existing structure associated with this request will become binding for the proposed use.

Note: An application for a zoning decision for a halfway house follows the Type I procedure in Chapter 9-4 and the hearing provisions set forth in O.C.G.A. § 36-66-4, which require that the Mayor and

Commission public hearing be held at least six months and not more than nine months prior to the date of final action on the zoning decision. Therefore, the Mayor and Commission vote on the proposed halfway houses would be scheduled no sooner than March 2023.

III. EXISTING CONDITIONS OF SUBJECT PROPERTY AND VICINITY

The subject property currently consists of one parcel with a triplex. The subject property is located on the western side of Highland Park Drive, between Boulder Trail and Redstone Drive. The subject parcel and the adjacent parcels to the north, south and to the east are zoned RM-1 (Mixed Density Residential) and consist of triplex, duplex and single-family dwellings. Directly across the street are three single-family attached dwellings at 190, 192 and 194, and nearby are three additional single-family attached dwellings at 202, 204 and 206 with each dwelling containing a halfway house owned and managed by the applicant organization. These six halfway houses obtained Special Use approvals in 2019 and 2020, respectively. The subject property in the current application is not within a locally designated or National Register historic district, nor does it contain a locally designated historic landmark.

IV. PROPOSED DEVELOPMENT

The proposal includes an intended subdivision of the subject property into the three parcels shown on the submitted survey, thereby converting the triplex into three attached single-family dwellings. Each dwelling would be occupied as a halfway house. A halfway house within a RM (Mixed Density Residential) zoning district requires Special Use approval. An application report (with photographs of the existing residences) and a site plan of the existing conditions have been submitted. The application report states that the change of use will have "no physical changes to the building or the property." However, the single driveway, which wraps around the back of the triplex, has been recently augmented in the rear yard with a large gravel area and several trees around the property have been removed.

COMPATIBILITY WITH COMPREHENSIVE PLAN

I. COMPATIBILITY WITH FUTURE LAND USE MAP

The 2018 Future Land Use Map designates the subject property as *Mixed Density Residential*, which is defined as follows:

These are residential areas where higher density residential development is allowed and intended. Limited nonresidential uses designated at a neighborhood scale may be incorporated into these areas (e.g., churches, schools, daycare facilities, small businesses and offices). Buildings should be oriented towards the street and include streetscape enhancements. Their design should include connections between uses, good pedestrian connections, and compatibility with public transit. Auto-oriented uses, such as vehicle repair and maintenance, drive-through restaurants, and vehicle sales, are not included in this designation.

The Special Use application does not include a request to change the existing RM-1 (Mixed Density Residential) zoning designation. All properties along Highland Park Drive share the *Mixed Density Residential* Future Development Map designation. Since the RM-1 zoning and the proposed use are

compatible with the *Mixed Density Residential* Future Land Use Map designation, an amendment to the Future Development Map is not required.

II. COMPATIBILITY WITH COMPREHENSIVE PLAN POLICIES

Under the heading of "Supportive Housing for People with Drug & Alcohol Addictions," the 2018 Comprehensive Plan specifically denotes Freedom from Bondage as a transitional facility that "provides housing and services for single women suffering from chemical dependency."

COMPATIBILITY WITH ZONING MAP AND ORDINANCE STANDARDS

I. COMPATIBILITY WITH ZONING MAP

The purpose of this request is to obtain a Special Use Permit, pursuant to Section 9-8-2, to allow an existing triplex structure to be used for three halfway houses within an RM-1 (Mixed Density Residential) zoning district. This application does not propose an amendment to the current RM-1 zoning designation.

II. COMPATIBILITY WITH ORDINANCE STANDARDS

As defined in Athens-Clarke County Code Section 9-2-1, a Special Use is a use which is not automatically permitted by right, but which may be permitted within a zoning district subject to meeting specific conditions. As found in Section 9-20-5, the Athens-Clarke County Mayor and Commission shall consider the following:

A. Is the proposed use in conformance with all standards within the zoning district in which the use is proposed to be located, and in conformance with relevant comprehensive plan policies implemented by Athens-Clarke County and with all state or federal laws?

Halfway houses within an RM-1 (Mixed Density Residential) zoning district require Special Use Permit approval. The application report, site plan, and the existing exterior elevations are binding to the development. It is the responsibility of the applicant to request variances for any deviations from applicable zoning and development standards. The binding plan and report do not release the developer from the responsibility for full compliance with all Athens-Clarke County codes not specifically waived by the terms of the Special Use Permit. Since no variance has been requested, the proposal shall comply with the zoning and development standards associated with implementing a halfway house within the RM-1 zoning district.

The existing triplex was constructed in 1986. The application report states that no house or site improvements are proposed. However, as previously noted, the driveway has been recently augmented in the rear yard with a large gravel area and several trees around the property have been removed. These improvements require a zoning permit and a tree management plan, respectively.

Staff finds that the proposed use is compatible with the Comprehensive Plan and the *Mixed Density Residential* Future Development Map designation.

Section 9-15-21 restricts halfway houses in RM-1 zones to having no more than ten residents. The request includes a subdivision plan to divide the subject property into three lots, and has filed three Special Use applications, one for each dwelling. Staff has been informed that each of the three dwelling units would house seven residents.

B. ***Is there adequate capacity of Athens-Clarke County facilities for water, sewer, paved access to and through the development, electricity, urban storm drainage, and adequate transportation that can and will be provided to and through the subject property?***

Athens-Clarke County water and sanitary sewer serves the property. Utilities servicing electrical, telephone and cable are privately held. The site plan denotes a single driveway serving all three dwellings, as well as an adjacent graveled area in the rear yard. The proposal does not include any building improvements. Athens-Clarke County Transit serves Highland Park Drive. The area lacks a public sidewalk network, and sidewalk is neither proposed nor required for the halfway house use.

C. ***Will the zoning proposal have an adverse impact on the surrounding area? When evaluating the effect of the proposed use on the surrounding area, the following factors shall be considered:***

1. ***Similarity in scale, bulk, and coverage.***
2. ***Character and volume of traffic and vehicular parking generated by the proposed use and the effects on surrounding streets. Increases in pedestrian, bicycle, and mass transit use are considered beneficial regardless of capacity of facilities.***
3. ***Architectural compatibility with the surrounding area.***
4. ***The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality, including the generation of smoke, dust, odors, or other environmental pollutants.***
5. ***Generation of noise, light, and glare.***
6. ***The development of adjacent properties compatible with the future development map and the zoning district.***
7. ***Impact on future transportation corridors.***
8. ***Impact on the character of the neighborhood by the establishment or expansion of the proposed use in conjunction with similar uses.***
9. ***Other factors found to be relevant by the hearing authority for review of the proposed use.***

Existing subject property improvements include the residential structure, a driveway and rear-yard graveled area. No changes are proposed to the dwelling, which will maintain architectural compatibility with the other dwellings along Highland Park Drive.

Approval of the request would allow a potential maximum of nine adults to reside in each of the three dwelling units under the zoning code, but that number may be further restricted by State and minimum housing code standards. Due to the nature of the use, it can be expected that several residents may be dependent upon others for transportation, so traffic would likely resemble that of typical single-family residences. Staff has been informed that the rear yard graveled area is for outdoor gatherings.

The proposed use should not have an appreciable effect on air quality or water quality, or generate dust, odors, or other environmental pollutants beyond that of typical residential dwellings. Any

additional or changed lighting on the property would be required to meet current ordinance restrictions, which protect against glare. Noise is not expected to increase because of this proposal.

All adjacent parcels have been developed. Therefore, it is the opinion of Staff that the halfway house should not create any negative impact on the future development of the adjacent properties.

EFFECT ON COMMUNITY

I. BALANCE OF LAND USES IN ATHENS-CLARKE COUNTY

The request is for a Special Use Permit; the underlying RM-1 zoning will remain in place. Two previously approved halfway houses, operated by the same organization as the current request, are located across the street at 190, 192 and194 Highland Park Drive and at 212, 214 and 216 Highland Park Drive. Although the additional proposed halfway houses will not alter the balance of land uses in Athens-Clarke County, Staff is concerned about the effect on the residential street of adding three halfway houses in close proximity to the previously approved six halfway houses.

II. POPULATION

The three single-family attached dwellings would house a total of 21 residents, including staff.

III. ENVIRONMENT

According to the Athens-Clarke County Environmental Areas Map, no protected environmental areas are located on the subject property.

The ACC Arborist has reviewed the proposal and has the following tree management-related comment:

- *Trees have clearly been recently removed from the property, which requires approval of a tree management plan detailing the site work that has taken place. If more than five trees have been removed without the filing of a timber harvesting notice, then the subject property may be subject to a five-year development moratorium.*

IV. TRAFFIC, TRANSPORTATION, & TRANSIT

The subject parcel has frontage on Highland Park Drive. Athens-Clarke County Transit serves the area. The area lacks a public sidewalk network, and sidewalk is neither proposed nor required for the halfway house.

The ACC Transportation & Public Works Department has reviewed the proposal and has no traffic-related comments.

V. GRADING AND DRAINAGE

No grading is proposed with this request. The ACC Transportation & Public Works Department has reviewed the proposal and has no grading or drainage-related comments.

VI. WATER AND SEWER AVAILABILITY

The Public Utilities Department comments that Athens-Clarke County water and sanitary sewer serve the subject property.

VII. FIRE PROTECTION

The Athens-Clarke County Fire Department has recommended approval with the following comments:

- Athens-Clarke County can provide fire protection without any services being negatively affected or additional cost in equipment or personnel.
- No additional hydrants are needed.
- Fire apparatus can access this project. A turnaround is not needed.
- All buildings must meet the requirements of Fire code NFPA 101 (2018 edition) and State amendments.

RECOMMENDATION

I. STAFF RECOMMENDATION – Denial

This request is for approval to obtain the necessary local permit for a halfway house use. The subject property and residence are not noticeably different from nearby residential dwellings, with similar trip generation, lot coverage, bulk, and scale as the immediately surrounding properties. Staff finds that this project by itself would be in accordance with the principles of the Comprehensive Plan and the *Mixed Density Residential* Future Development designation.

Staff recognizes the community need for such organizations and the desire of the organizations to concentrate their properties for easier supervision and management. However, the proposal to convert the existing triplex dwellings into three halfway houses, when combined with two earlier approved Special Use Permits, would result in nine approved halfway houses within 100 feet of each other. The potential six to ten residents in each of the nine dwellings, more than doubling the number of residents in a typical household, could have a negative effect on future investments in nearby properties. While a single halfway house or even a few such dwellings may be able to successfully blend in with other dwellings without notice, the concentration of nine such residences in close proximity would likely be evident.

Furthermore, the previously noted concerns with Code compliance should be addressed prior to approval of a binding site plan:

1. The site plan should be revised to provide an updated lot cover percentage and a method of permanent edging for the recently graveled area in the rear yard, so as to prevent the spread of gravel and to prevent the allowance of additional parking area.
2. A tree management plan review is needed to determine whether the recently removed trees brought the property into noncompliance with the timber harvesting notice requirement. [Note: If more than five trees have been removed, then the property would be subject to a 5-year moratorium on any development permits.]

Therefore, Staff recommends denial of the three requested Special Use Permits.

II. PLANNING COMMISSION RECOMMENDATION – APPROVAL

The Planning Commission considered this request at their regularly scheduled meeting on August 4, 2022 and recommended approval.

III. CURRENT STATUS

The Planning Commission recommendation is tentatively scheduled for presentation to the Mayor and Commission at their agenda setting on August 16, 2022. The Mayor and Commission are tentatively scheduled to hear this request on September 6, 2022. Following the provisions set forth in O.C.G.A. § 36-66-4, the public hearing shall be held at least six months and not more than nine months prior to the date of final action on the zoning decision.

Report for 189, 191, & 193 Highland Park Drive

Zoning Criteria for Type I Applications

1. The Future Development Map and its intended outcome, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.

2. The proposal will not adversely affect the balance of land uses in Athens-Clarke County.

3. Public facility elements of the Comprehensive Plan and how the proposed change will affect the provision of the services anticipated in the plan.

4. The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.

5. The existing land use pattern surrounding the property in issue.

6. The possible creation of an isolated district unrelated to adjacent and nearby districts.

7. The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.

8. The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures.

9. The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.

10. Whether the proposed zoning amendment will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

11. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if rezoned as requested will not alone constitute a significant detriment.

12. The aesthetic effect of existing and future use of the property as it relates to the surrounding area.

13. Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.

Public Notice

In accordance with Section 9-4-9(E), public notice of this zoning request was posted on or near the subject property on July 15, 2022.


N
Boulder Trl
Blackmor Ct
Essex Ct
Cedar Shoals Dr
Highland Park Dr
Norwood Ct
Bayberry Ct
McDuffie Dr
McDuffie Ct
Crest Way
Holcomb Dr
189, 191
& 193 HIGHLAND PARK DRIVE

Binding

8/9/22

SUPERIOR COURT CLERKS

The plat has been approved in accordance with the Athens-Clarke County Subdivision Regulations.

PLANNING DIRECTOR _____ DATE _____

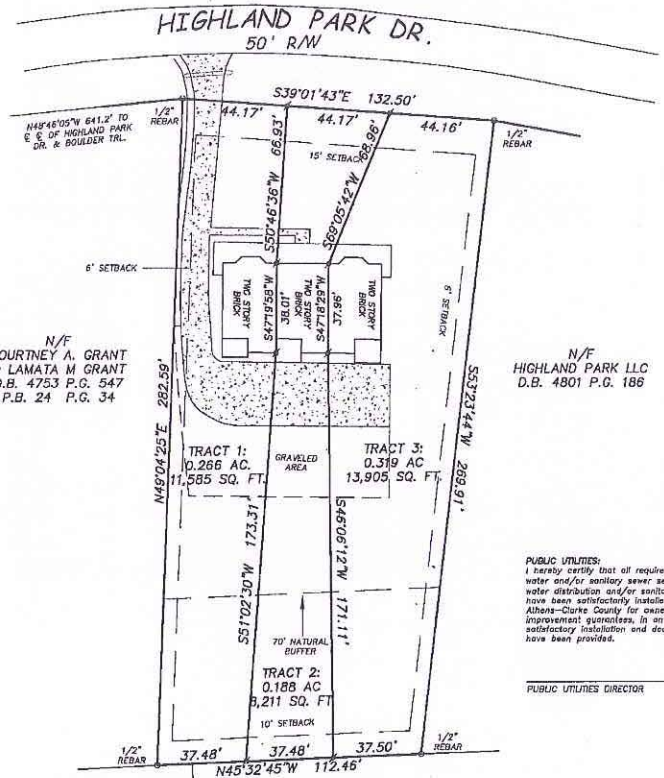
PUBLIC WORKS:
I hereby certify that all required improvements necessary to provide all streets and other required public improvements in accordance with plans submitted to Athens-Clarke County by the subdivider's professional representatives have been satisfactorily completed or have been adequately guaranteed in an amount sufficient to secure satisfactory installation.

All drainage and access easements shown are the maintenance responsibility of the property owner per ACC policy.

PUBLIC WORKS DIRECTOR _____ DATE _____

LEGEND

I.P.F.	= IRON PIN FOUND
O.T.P.	= OPEN TOP PIPE
R/W	= RIGHT OF WAY
P.L.	= PROPERTY LINE
G.M.D.	= GEORGIA MILITIA DISTRICT
N/F	= NOW OR FORMERLY
D.B.	= DEED BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
W	= WATER METER
	= DENOTES POINT ONLY
	= POWER POLE
	= FIRE HYDRANT
	= WATER VALVE
	= TELEPHONE PED
	= TV PEDESTAL
	= CLEAN OUT
	= LIGHT POLE



SURVEYOR CERTIFICATIONS:
AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

PARCEL INFO:
1. TOTAL TRACT AREA: 33,703.97 SQ.FT.
2. CURRENT TAX PARCEL: 241 A2 A0120
3. CURRENT ZONING: RM-1
5. CURRENT OWNER: FREEDOM FROM BONDAGE INC.
ADDRESS: P.O. BOX 80744
ATHENS, GA. 30608
SITE ADDRESS: 189 HIGHLAND PARK DR.
ATHENS, GA. 30608
6. BUILDING SET BACKS: FRONT- 15'
SIDE- 6'
SIDE ADJACENT TO STREET- 10'
REAR- 10', PLUS ONE FOOT FOR EACH FOOT OF BUILDING HEIGHT ABOVE 25 FEET.
7. MINIMUM SIDE YARD BUILDING SEPARATION BETWEEN PRIMARY RESIDENTIAL STRUCTURES IS 12 FEET.
8. MAXIMUM IMPERVIOUS SURFACE AREA - 55%.
9. TOTAL LOT IMPERVIOUS AREA IS 7,012 SQ.FT. OR 20.8%.
10. TRACT 1 IMPERVIOUS AREA IS 1,800.4 SQ.FT. OR 29.3%
11. TRACT 2 IMPERVIOUS AREA IS 1,648.2 SQ.FT. OR 21.9%
12. TRACT 3 IMPERVIOUS AREA IS 1,815.7 SQ.FT. OR 13.0%
13. MAX STRUCTURE HEIGHT IS 30'
14. "ATHENS-CLARKE COUNTY WATER IS AVAILABLE" and "ATHENS-CLARKE COUNTY SANITARY SEWER IS AVAILABLE."
15. THERE IS A TOTAL OF 3 DWELLING UNITS FOR THIS PROPERTY WITH 3 BEDROOMS PER UNIT FOR A TOTAL OF 9 BEDROOMS.

ATHENS-CLARKE COUNTY
STORMWATER STATEMENT:
1. ANY FUTURE LAND DEVELOPMENT ACTIVITIES ON THIS PROPERTY MAY REQUIRE A STORMWATER MANAGEMENT PLAN AND PERMIT.

PUBLIC UTILITIES:
I hereby certify that all required improvements necessary to provide water and/or sanitary sewer service from the Athens-Clarke County water distribution and/or sanitary sewer collection system(s), as noted, have been satisfactorily installed and have been accepted by Athens-Clarke County for ownership, operation, and maintenance, or improvement guarantees, in an amount sufficient to secure the satisfactory installation and dedication of the necessary improvements, have been provided.

PUBLIC UTILITIES DIRECTOR _____ DATE _____

OWNER'S ACKNOWLEDGEMENT AND DECLARATION:
I(we) hereby certify that I am (we are) the owner of the property shown and described hereon and that I (we)hereby adopt this plan of subdivision with my (our) free consent, having established the minimum building restriction lines, dedicate all rights-of-way, water and sewer easements, drainage easements, alleys, walks, parks, and other open spaces to public or private use as noted, and agree to provide either directly or indirectly for the maintenance of all common areas and outlots. I (we) further acknowledge that possession of the rights-of-way remains solely with the subdivider until such time as all bonds are released by Athens-Clarke County.

Subdivider _____ Owner _____

THIS REGISTERED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AND SPECIFICATIONS SET FORTH BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY, AND IS HEREBY SUITABLE FOR RECORDING.

R. SHANE CARSON, GA. R.L.S. #3141 DATE _____

NOTES:
1. The field data upon which this plat is based has a closure precision of one foot in 15,957 feet and an angular error of 3" per angle point, and was adjusted by LEAST SQUARES.
2. The equipment used to obtain the linear and angular measurements was a CARLSON BRX5 ROBOTIC INSTRUMENT.
3. This plat has been calculated for closure and is found to be accurate within one foot in 98,013'.

30 0 30 60 90
SCALE: 1" = 30'

OWNER:
FREEDOM FROM BONDAGE, INC.
ADRESSES: P.O. BOX 80744
ATHENS, GA. 30608

INTENDED USE:
THE INTENDED USE FOR THIS PROPERTY IS SINGLE FAMILY ATTACHED DWELLINGS.

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.R.M. NO. 13059C0038D DATED APRIL 2, 2007

ATHENS-CLARKE COUNTY PLANNING NOTES:
1. THERE ARE NO ATHENS-CLARKE COUNTY TREES ADJACENT TO THIS PROPERTY.
2. THERE ARE NO ENVIRONMENTAL OR FEMA FLOOD HAZARD AREAS ON THIS PROPERTY.

REVISED: 7/7/22 TO ADD GRAVEL AREA

GEORGIA REGISTERED No. 3141 PROFESSIONAL LAND SURVEYOR R. SHANE CARSON

SURVEY FOR: **FREEDOM FROM BONDAGE INC.**

189 HIGHLAND PARK DR.

218th G.M.D. ATHENS-CLARKE COUNTY, GEORGIA

SCALE: 1" = 30' DATE: 10/7/21 FIELD WORK: 8/21/21

STRAIGHT LINE SURVEYING INC. 1121 TIMBER RIDGE RD. WATKINSVILLE, GA. 30677 (706) 202-4945

JOB NO. 18024-SITEPLAN-189

Freedom from Bondage
Women's Recovery Residence

Binding
8/9/22

Board Members
Nancy Brown · Jackie Burson · Allie Davis · Kelli Goekjian · Ray Lattimore · Kathy Tate
PO Box 80744, Athens, GA 30608

April 2022

To Whom It May Concern,

Thank you for the time to review this Special Use Permit – Type 1 application from Freedom from Bondage, Inc. Our organization, developed in 2004 by a group of concerned women in the Athens community, is an IRS recognized 501(c)3 company. We are submitting this report for your consideration regarding property located at 189/191/193 Highland Park Drive, Athens, 30605. We purchased this property in June 2022.

Freedom from Bondage is a women's recovery residence located on the eastside of Athens. Our goal is to provide shelter and support to the recovering woman while she builds a foundation in recovery, learns to interact responsibly in a community environment, develops and enhances social skills, and re-enters the work force. FFB hopes that our residents will become productive members of the community at large.

Our mission statement: "Freedom from Bondage, Inc. is a non-profit organization whose sole purpose is to provide subsidized housing for women who wish to get or remain sober and who lack resources for, or access to, a sober and drug-free environment."

According to Athens Clarke County Code of Ordinances, we are a Halfway House.

Our property conforms to the Future Development Map. The Special Use of this property will have no physical changes to the building or the property and will not affect the Future Development Map. The land use of this property will not change; therefore, will have no adverse effect on the balance of land use in the county. The proposal herein will not affect any public facilities or utility providers.

The "People" category of the 2018 Athens-Clarke County Comprehensive Plan addresses "services provided to improve health, safety, and general welfare." The topic of health describes a Needs and Opportunities of:

> "b. Promotes awareness for associated issues involving behavioral health, development disabilities, addiction, HIV/AIDS, among others by eliminating stigmas and marketing available programs." (page 15 of 553)

To meet a goal of "a culture of healthy lifestyles and inclusive access to affordable, holistic and state-of-the-art services and facilities for physical health, mental health, and general wellbeing" strategies have been identified as "create more opportunities and coordinate services for people moving back to the community from incarceration" and "expand substance abuse and addictive disease treatment."

Binding

The Comprehensive Plan supports the adoption of a policy to "create more opportunities and coordination of services for people moving back to the community from incarceration – transition programs and resources from short-term and long-term incarceration."

The women we serve are in need safe, sober, affordable housing as their journey of substance abuse recovery begins. Many local judicial, law enforcement and private entities are supportive of the service we provide our community. (Attachment A) We are honored to have received the 2018 Stakeholder Award by the Georgia Department of Community Supervision. (Attachment B)

Our program requires that each resident participate accordingly in our community environment; attend a minimum of seven 12-Step meetings each week, become employed, perform assigned household chores, honor curfew and remain substance-free. We administer random 15-panel drug screenings, 80-hour ETG (alcohol) tests, and provide monthly reports to officials as required. Our entry fee is $325, and rent is $150 per week. Rent covers housing, utilities, food/beverages, laundry supplies, and household supplies. During the first two weeks, we provide Athens Clarke County Transit bus passes to assist the resident while seeking employment.

The substance abuse recovery cohort in the Athens-Clarke County community is quite large. Many of these individuals are in need sober housing alternatives. Freedom from Bondage Women's Recovery Residence is simply a sober living environment – we provide no treatment, counseling/therapy nor do we have any medical staff.

Since our inception, we have maintained monthly outcomes measures statistics under many categories. A portion of this data includes percentages of residents which are alcohol-free, drug-free, employed, and have met the 12-Step meeting attendance requirement.

Freedom from Bondage, Inc. feels its services and principles are in line with the vision and goals as outlined in the 2018 Athens-Clarke County Comprehensive Plan. Our organization hopes to partner with other service organizations in the Athens community as we strive to reduce the stigma and recidivism often associated with substance use disorder.

Thank you for your consideration in this matter.

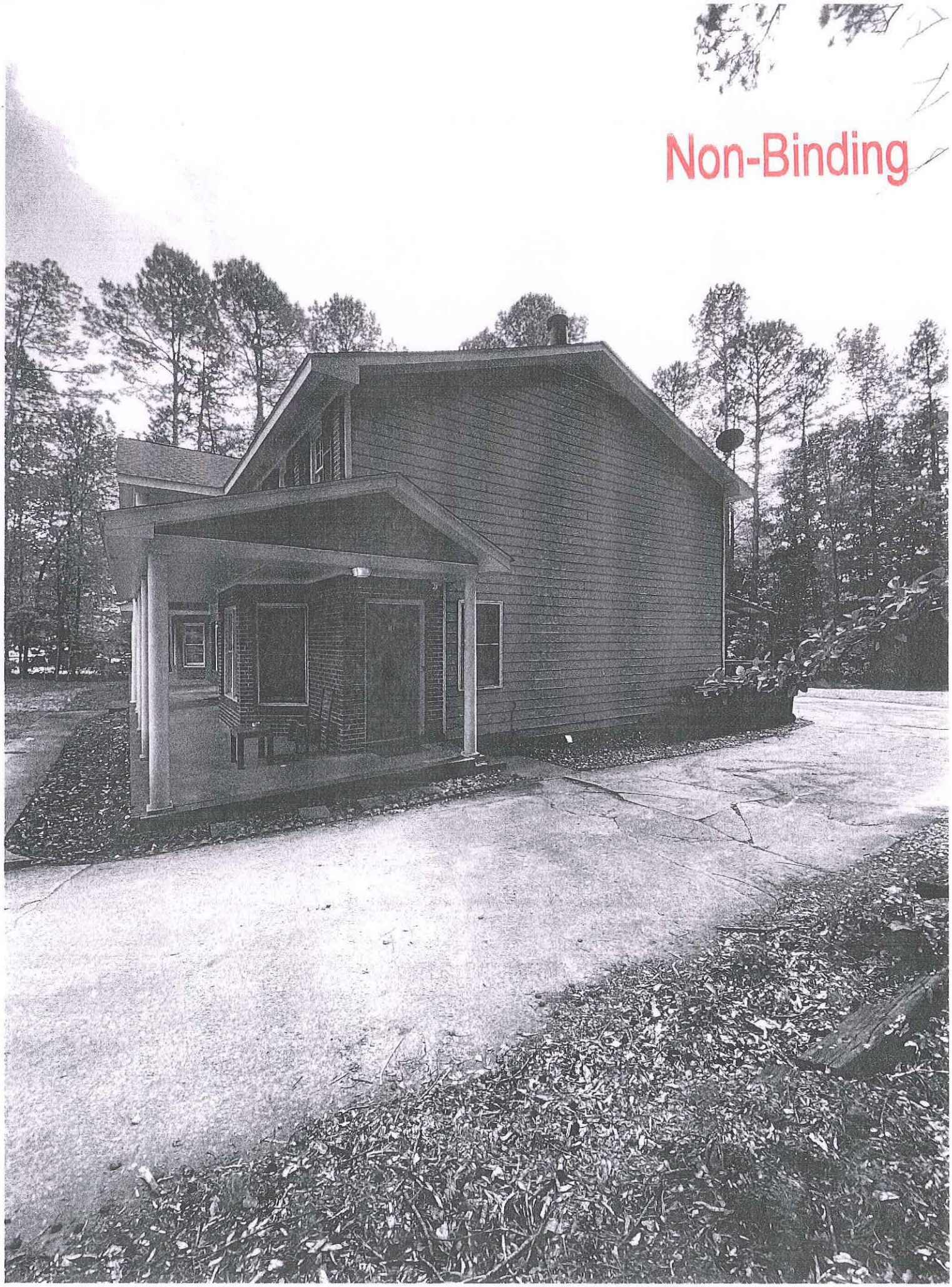
With kindest regards,

Mrs. Chris Church, CPS-AD
Director
Freedom from Bondage, Inc.
(706) 621-8010

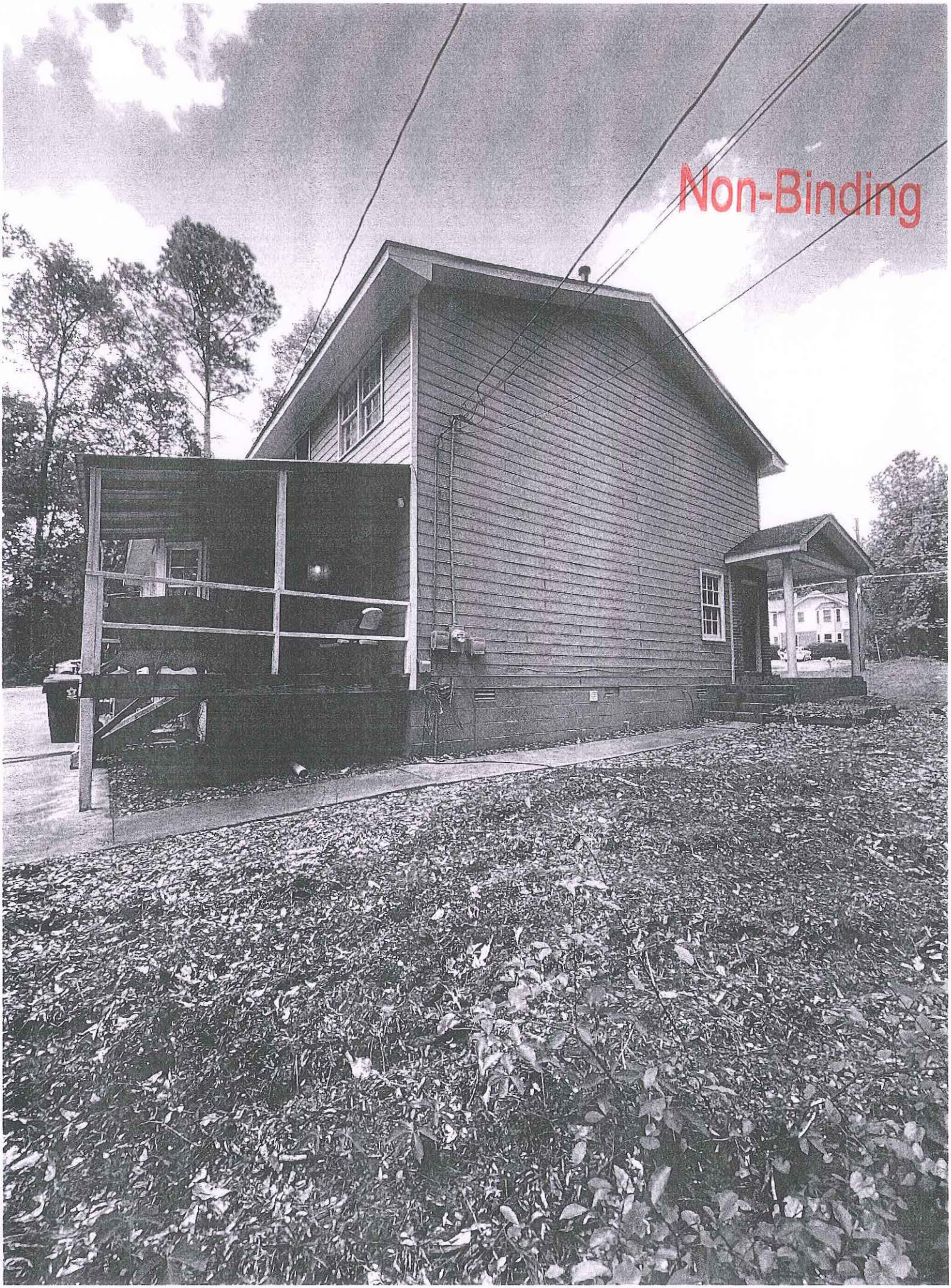
www.freedomfrombondage.com

Non-building

Non-Binding



Non-Binding


Non-Binding

Non-Binding

Attachment A

Non-Binding

Felony Drug Court
Western Judicial Circuit
Athens-Clarke and Oconee Counties

Nicole Cavanagh
Program Coordinator

325 East Washington Street
Suite 210
Athens, Georgia 30601
Telephone (706) 208-7078
Fax (706) 613-1956

To: Whom It May Concern
Date: 3/26/2018
Re: FFB

Please accept this letter of support for Freedom From Bondage Women's Recovery Residence located in Athens, GA. I have had the pleasure of working with FFB first as a Probation Officer and now as the Coordinator of the Western Judicial Circuit Felony Drug Court. I firmly believe that Freedom From Bondage is in integral part of female participants' success in our program and more importantly, their recovery. FFB is the only women's facility that we trust with our participants. Without the care that FFB provides, many women in our community would be homeless or worse, finding shelter in our jail or prison system. Many recovery residences have come and gone, but the reason that FFB is still here is quite frankly because it works. The people at FFB understand addiction, criminogenic needs, basic mental health issues and assist these women in creating a new life for themselves. I am so grateful for the impact that FFB has had in our community and hope that they are around for many years to come. Please feel free to contact me at the number above if I can be of any further assistance.

Sincerely,

Nicole Cavanagh

Department of Community Supervision
2 Martin Luther King, Jr. Drive SE
Suite 458, Balcony Level, East Tower
Atlanta, Georgia 30334
www.dcs.ga.gov

Non-Binding

Michael W. Nail
Commissioner

3/21/18

Dear Tammy,

I hope this letter finds you doing well. I am writing to let you know that we are very pleased with services our offenders have received and are currently receiving at Freedom From Bondage. I understand that they are going through some re-zoning issues. I hope that these issues will not interfere with any on-going services that our offenders are currently receiving in their program. Please let me know if there is anything else I can do to help FFB continue their good work in our recovery community.

Sincerely,

Cindy Murphy

Cindy Murphy
Coordinating Chief
Athens DCS Office
678-389-1514

Nathan Deal
Governor

Department of Community Supervision
2 Martin Luther King, Jr. Drive SE
Suite 458, Balcony Level, East Tower
Atlanta, Georgia 30334
www.dcs.georgia.gov

Michael W. Nail
Commissioner

Non-Binding

March 19, 2018

To Whom It May Concern:

This letter is an acknowledgement of the working relationship that has been established between the Athens Community Supervision Office and Freedom From Bondage. They serve quite a few of our clients, and we appreciate the valuable services they provide for them and for our community. As a collaborative partner of FFB, we have enjoyed a great working relationship and I fully support their efforts.

The staff at FFB communicates well with our office, and they work hard to ensure theirs is a safe, sober living environment for residents. We really appreciate their willingness to work with our office and do not sense any hesitation to work with mandated clients. I look forward to many years of further collaboration. Please do not hesitate to contact me for further assistance.

Sincerely,

Beverly Grant

Beverly Grant, LPC, CAADC
MH Counselor

Non-Binding

Dear Commissioners,

I am informing you of my support of local Non-Profit Freedom From Bondage and to inform you of the positive impact this female recovery Residence has on our community and so many lives, including my own.

This residence is a safe place for females to go when they are in need of support of Ladies that are in the same situation, to re enter society as a sober citizen knowing how to navigate day to day life and come to accept a new way of life. This program is one of few options that is available not only here in Athens but also, North East Georgia. This is evident from the history of the residents that contact and relocate to this program from many places.

I have had people close to me have great success with their sobriety after being a resident at Freedom from Bondage. I have also employed a few FFB residents at my business, DRee and Company.

Being an Athens native and resident, I feel our enormous homeless population would be greater without the services of FFB and other like programs as options for those in need and looking to better themselves.

I am happy to answer other questions or concerns about my support in favor of allowing this non profit to continue their mission in the manor they have had much success with if needed. Feel free to contact me at your convenience, dreeandco@bellsouth.net or 706-202-6388 cell.

Thank you in advance for agreeing with my desires,

DRee Church-Krohn

Non-Binding

Attachment B

DEPARTMENT OF COMMUNITY SUPERVISION

STAKEHOLDER AWARD

THIS IS AWARDED TO

Freedom from Bondage

SEPTEMBER 18, 2019

SCOTT MAURER
Assistant Commissioner

MICHAEL W. NAIL
Commissioner

Non-Binding

July 26, 2022

To: ACC Planning Commission; Carol Myers, District Commissioner
From: Donna Holcomb, Eastside Resident, McDuffie Drive

Dear ACC Planning Commission members,

I recently received a letter from the ACC Planning Department notifying me of an application to rezone property at 189,191 & 193 Highland Park Drive for another Halfway House run by "Freedom from Bondage". Freedom from Bondage is a non-profit that provides housing, which they say is affordable, to women with drug and alcohol addiction problems, many of whom are referred by the court system due to their criminal activity. Currently, this NPO runs a halfway house on Highland Park Drive and they state on their website that they have 20 or more residents. They house up to 4 women per room and charge an entry fee of over $300 and then $150 per week. At four per room, they are getting $600 per room per week or $2400 per room per month. That is for room and board, but still a good deal more than average rent for a room in that area. Their most recent available tax returns from 2019 report rental income of over $380K for that property. They offer no medical services, no counseling or treatment, but they require drug/alcohol testing.

My questions and concerns are many. First, how do they help these women stay sober and successful? And if/when a resident fails a drug or alcohol test what is done about it? Are they thrown out to the street? These women likely do not have many other options or transportation other than public busses, so if they are told to leave do they just become homeless people in our neighborhood? I would also like to know what sort of crimes these women have committed. Highland Park Drive has a lot of children living on that street and there are children in the homes of immediate neighbors on McDuffie Drive as well. Are these women screened for the sort of offenses they have committed? If they have been violent or abusive to children, we should know this before being asked if we are in favor of Freedom from Bondage expanding their housing on Highland Park Drive. I would also like to know if there is a history of problems their current halfway house has created, but no details were included. Their application states that they keep records on their drug and alcohol tests, but they didn't include any results. The application also had some letters of support attached, but all of the letters were over four years old. Why are they not providing current letters of support from the courts, the ACC government, and the people who are neighbors to their current Halfway House?

I think having one Halfway House with 20 or more residents, most of whom have criminal and addiction histories is enough for one street. Adding more units of this sort to one street will likely have a negative impact on property values and potentially safety in the neighborhood. If the "Freedom from Bondage" organization would address these questions and explain why adding more units is good for the neighborhood, I would like to hear their answers. Currently, I have concerns that they are unable to provide any current letters of support from anyone about their "program", which appears to be nothing more than weekly room and board with drug testing. Until these questions are adequately answered, I am in opposition to this proposed zoning action.

Thank you for considering my position on this matter.

Sincerely,
Donna Holcomb
McDuffie Dr, Athens

From: seenlo2009@gmail.com
Sent: Wednesday, August 3, 2022 10:20 AM
To: Planning
Subject: [EXT] Halfway house on Highland Park Drive

EXTERNAL SENDER: This email originated from outside of the organization.
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To whom it may concern

I live at the back of the proposed halfway house on McDuffie Drive. We have already had one such house on Highland Park and building another one is too much for this one little area. Housing 20 or more people is too much in a building. At the same time those people do not have any medical personnel or counseling services but they have criminal and addiction history. We are also facing a surge in mental health problems in the county. So it poses a threat to me and my community. My safety is my utmost concern as I do not have fencing in my backyard. They may just come into my yard and my neighborhood at any time. That is why I strongly oppose to this proposal.

Thank you very much for your prompt attention to this matter!

Sincerely,

Seen

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Community Benefits Agreement between Leaven Group and the Unified Government of Athens-Clarke County and Amended Intergovernmental Agreement between Unified Government and the Clarke County School District

DATE: ~~February 17,2023~~ March 1, 2023

BUDGET INFORMATION:

REVENUES:

EXPENSES:

ANNUAL:
CAPITAL:
OTHER: 29% of total project's horizontal improvement costs, plus the aggregate value of the private, vertical improvements; capped at $189,503,000.

FUNDING SOURCE: Mall Area Tax Allocation District Increment Revenue

COMMISSION ACTION REQUESTED ON: ~~February 21, 2023 Under Suspension of Rules~~ March 7, 2023

PURPOSE:

Mayor & Commission:

a. Approve, deny, or modify the proposed Community Benefits Agreement for the project located at 3700 Atlanta Hwy., within the Mall Area Tax Allocation District (TAD), **Attachment #12 ;**
b. Approve the Amended Intergovernmental Agreement related to the Mall TAD between the Unified Government of Athens-Clarke County and the Clarke County School District, **Attachment #10;** and
c. Authorize the Mayor and other appropriate personnel to execute related documentation.

HISTORY:

1. In 1985, the State of Georgia General Assembly adopted the Redevelopment Powers Law, authorizing local governments to exercise redevelopment powers.

2. In 2006, the voters of Athens-Clarke County approved a referendum to allow the county the right to exercise redevelopment powers under the "Redevelopment Powers Law" (O.C.G.A. 36-44). These redevelopment powers allow the creation of Tax Allocation Districts (TADs) within Athens-Clarke County.

3. In July 2013, the Downtown Athens Master Plan was developed as a comprehensive development plan for downtown Athens for the next 18 to 20 years. The plan strongly recommended the establishment of a Tax Allocation District in the east end of Downtown where there is a potential for considerable infill that will accomplish the goal of connecting the downtown core to the connecting river. It also stated that a TAD is needed both to encourage the appropriate urban density and to build the added infrastructure required to support it.

4. On June 5, 2018, the Mayor and Commission (M&C) approved the 2018 Comprehensive Plan during regular session. This plan included a land use goal to develop incentives to reuse existing development before new development in greenfields, including TAD's.

5. On March 20, 2019, Attorney Dan McRae discussed tax allocation districts at the Mayor & Commission work session.

6. On May 7, 2019, Mayor Girtz requested at a M&C regular session that the Planning Commission develop policies and practices that will encourage mixed-income development across zones allowing for single family and multi-family residential units, including public infrastructure cost participation with inclusion of affordable units, along with identified sources of funding, such as Tax Allocation Districts, and other funds.

7. On October 3, 2019, Attorney Dan McRae and ACCGov Manager Williams discussed the proposed tax allocation districts at the Clarke County Board of Education meeting, seeking their support and participation.

8. On October 8, 2019, at their regularly scheduled work session, the M&C reviewed the proposed tax allocation district boundaries. Two proposed tax allocation districts were presented: Newton Bridge and the Downtown River District. The proposed Newton Bridge Tax Allocation District extended along Newton Bridge Road from the North Oconee River near Holland Youth Sports Complex and encompassed areas along Chase Street and Barber Street near Tracy Street. The proposed Downtown River District Tax Allocation District included parcels on Danielsville Road near Nowhere Road, the east section of the downtown core, and extended to parcels on Oconee Street and Wilkerson Street. The M&C directed that the boundaries of the Downtown River District be expanded to include river access and extend closer to the bypass, as well as include Bethel Homes and areas along North Avenue.

9. On October 22, 2019, the M&C received redevelopment plans for the Newton Bridge and Downtown River District Tax Allocation Districts at a special called session.

10. On October 29, 2019, a public hearing was held pursuant to O.C.G.A. Section 36-44-7(b) to obtain citizen input and comments regarding the formulation and adoption of redevelopment plans for the Newton Bridge and Downtown River District Tax Allocation Districts. Mayor Girtz explained his decision to remove consideration of a resolution to

adopt the two redevelopment plans off the November 5, 2019 agenda in favor of revisiting the process in 2020 to allow more time for public input and Commissioner consideration.

11. On May 26, 2020, at a special called work session, tax allocations were discussed and six prospective redevelopment areas were presented to Mayor & Commission for initial consideration and further discussion.

12. On June 26, 2020, public input began on the proposed redevelopment areas. Residents were asked to identify projects they would like to see funded through TAD funds in and around the proposed areas.

13. On July 9, 2020, at the regularly scheduled work session, staff presented M&C with data for each redevelopment area based on evaluation criteria. Staff took descriptions provided for each prospective redevelopment area and created polygons to provide a basis for initial analysis. Most residential zoned properties were excluded from the polygons, where possible and based on M&C feedback. Redevelopment areas were evaluated based on the following categories:
    - Underdeveloped parcels;
    - Mixed-use development activity;
    - Recent development activity;
    - CCSD-owned property locations;
    - Proximity to Opportunity Zones;
    - Percentage of the tax digest; and
    - Nuisance property cases.

14. M&C further requested the public input period be extended through July 31, 2020.

15. On July 31, 2020, the public input period closed. A total of 101 responses were received; 88 responses from the original public input tool and 13 from the simplified survey.

16. On August 18, 2020, staff shared public input results with the M&C at the regularly scheduled agenda setting session. M&C expressed an interest in pursuing all six redevelopment areas as tax allocation districts this year.

17. On August 24, 2020, Manager Williams presented an overview of TADs and the six proposed redevelopment areas at the joint meeting of the Mayor & Commission and the Clarke County Board of Education.

18. On September 1, 2020, Mayor & Commission voted to approve six redevelopment areas within Athens-Clarke County and associated tax allocation district boundaries and goals. Those goals included:
    a. Public Infrastructure Needs;
    b. Housing Opportunities;

c. Economic Development Partnership Opportunities; and
d. CCSD and Youth Development

19. On September 2, 2020, Commissioner Thornton requested a potential redevelopment area in the vicinity of Nellie B. Avenue.

20. On September 16, 2020, Mayor Girtz directed a special called meeting to be scheduled for September 17, 2020 to consider an amendment to the East Downtown redevelopment area and tax allocation district boundaries.

21. On September 17, 2020, the M&C approved an amendment to the redevelopment area and associated boundaries for the East Downtown proposed tax allocation district.

22. On November 4, 2020, Manager Williams and Attorney Dan McCrae presented the draft redevelopment plans to the Mayor and Commission at a special called meeting.

23. On November 5, 2020, Manager Williams and Attorney Dan McCrae presented the draft redevelopment plans and associated draft school impact analyses to the Clarke County School District Board at their regularly scheduled work session.

24. On November 9, 2020, a public hearing was held pursuant to O.C.G.A. Section 36-44-7(b) to obtain citizen input and comments regarding the formulation and adoption of the six redevelopment plans.
    a. No public input was given for TAD #1 (Mall Area)
    b. No public input was given for TAD #2 (West Broad / Hawthorne Area)
    c. No public input was given for TAD #3 (Newton Bridge Road Area)
    d. 7 residents spoke in support of TAD #4 (East Downtown Area)
    e. 2 residents spoke in support of TAD #5 (North Avenue Area)
    f. 1 resident spoke in support of TAD #6 (Lexington Road Area)

25. On November 10, 2020, the Mayor & Commission adopted the redevelopment plans during a special called session.

26. On December 10, 2020, the Clarke County Board of Education voted to approve participation in only the Mall TAD.

27. On December 31, 2020, the six TADs were created. This then created the need to establish the Tax Allocation District Advisory Committees.

28. In February 2021, the Georgia Department of Revenue certified the tax allocation increment base for each of the six TADs.

29. In March 2021, Mayor Girtz announced six individuals who would serve on the Lexington Road TAD Advisory Committee.

30. On April 6, 2021, the Mayor and Commission voted to create an ordinance, Chapter 1-28, establishing separate advisory committees for each of the tax allocation districts created within Athens-Clarke County. This ordinance outlines who can serve, how many on each committee, membership terms, office seats, the committee's purpose and how their meetings shall be conducted.

31. On September 27, 2021, the Clarke County School District and the Unified Government of Athens-Clarke County entered into an intergovernmental agreement, which contains certain terms and conditions applicable to the TAD, including, without limitation, provisions for the dissolution of the TAD and the termination of the Board of Education Resolution, upon certain occurrences, and for the review and approval of the expenditure or pledge by ACC of any money contained in the TAD's Special Fund by a joint committee composed of designated members of the Board of Education and ACCGov's Mayor and Commission, known as the Mall Area Redevelopment Committee.

32. On January 7, 2022, Mark Jennings and Brian Lu receive ACCGov's Application for TAD Financing.

33. On March 1, 2022, Mayor Girtz announced five individuals who would serve on the Mall Area TAD Advisory Committee and one additional individual who would serve on the Newton Bridge TAD Advisory Committee.

34. On May 23, 2022, ACCGov staff met with W&A Engineering and The Leaven Group for a Kickoff Meeting to discuss the TAD Application Process and what expenses qualify under the Redevelopment Powers Law.

35. On September 22, 2022, the ACCGov TAD Policy Guide and Application was resent to Brian Lu with The Leaven Group.

36. On November 4, 2022, ACCGov received a completed application for TAD Financing from Brian Lu with The Leaven Group.

37. On November 30, 2022, a trade secret affidavit was submitted to ACCGov regarding the Leaven Groups' Application for TAD Financing.

38. On December 13, 2022, ACCGov entered into a Non-Disclosure Agreement with The Leaven Group regarding their application for TAD Financing.

39. On December 14, 2022, a pro forma pertaining to the Leaven Group's Application for TAD Financing was received by ACCGov.

40. On December 20, 2022, a Developer's Responsibility Agreement was sent to Jon Williams of W&A Engineering.

41. On January 11, 2023, ACCGov received an updated cover letter from Brian Lu with The Leaven Group stating that they would like to change their amount and financing option requested.

42. On January 12, 2023, at a regularly scheduled Worksession, staff updated the Mayor and Commission on the TAD Application Process and the Mall Development Timeline.

43. On January 13, 2023, ACCGov received the updated pro forma from Brian Lu with The Leaven Group regarding their updated request.

44. On January 21, 2023, ACCGov reached out to the developer to clarify Exhibit 3H (Detailed Use of TAD Funds Budget) of their application as it was not updated to match their new request for TAD Financing.

45. On January 23, 2023, the Mall Area TAD Advisory Committee held their first meeting in regards to The Leaven Groups' Application for TAD Financing. During this meeting, the developer presented to the Committee information regarding the Planned Unit Development and the TAD Financing Application.

46. Also on January 23, 2023, ACCGov received an updated version of Exhibit 3H from Brian Lu with the Leaven Group containing percentages that align with the new requested amount.

47. On January 24, 2023, ACCGov received an executed version of the Developer's Responsibility Agreement from Isaac Yilma, the development team's TAD Assistant Attorney.

48. On January 25, 2023, the Mall Area TAD Advisory Committee held their second meeting with regard to The Leaven Groups' Application for TAD Financing. During this meeting, the Committee internally discussed any questions, thoughts or concerns they had pertaining to the development and application.

49. On January 27, 2023, the Mall Area TAD Advisory Committee held their third meeting with regard to The Leaven Groups' Application for TAD Financing. During this meeting, the Committee drafted and revised their recommendation to the Mall Area Redevelopment Committee. By close of the meeting, the Committee unanimously recommended that the application receive funding, pending the Mall Area Redevelopment Committee (MARC) deliberation, which is recorded in their recommendation letter (**Attachment #9)**

50. Also on January 27, 2023, ACCGov received an updated version of Exhibit 3H, **Attachment #4**, from Brian Lu with the Leaven Group that detailed the costs of each item, plus a new line item titled *Financing Costs.*

51. On January 30, 2023, the Mall Area Redevelopment Committee held their first meeting in regards to The Leaven Groups' Application for TAD Financing. During this meeting, the developer presented to the Committee information regarding the Planned Unit Development and the TAD Financing Application. The Committee was also presented with the Mall Area TAD Advisory Committee's Recommendation.

52. On January 31, 2023, a special called work session was held for the Mayor and Commission to give them more details regarding the Leaven Group's Application for TAD Financing and to explain the Community Benefits Agreement. The Development Team also presented specifics about the site plan during the meeting.

53. On February 3, 2023, the Mall Area Redevelopment Committee held their second meeting with regard to The Leaven Groups' Application for TAD Financing. During this meeting, the Committee was provided an explanation of the Community Benefits Agreement and the contracted financial analysis as well as engaging in discussion about their thoughts, questions and concerns pertaining to the application.

54. On February 7, 2023, the Mall Area Redevelopment Committee held their third meeting with regard to The Leaven Groups' Application for TAD Financing. At this meeting, Committee members were given an update on the status of the Community Benefits Agreement.

55. On February 7, 2023, the Mayor and Commission tabled both the decision on the Mall Planned Development as well as the Community Benefits Agreement until February 21, 2023.

56. On February 20, 2023, the Mall Area Redevelopment Committee held their fourth meeting with regard to The Leaven Groups' Application for TAD Financing~~. The Community Benefits Agreement was sent to the committee the Friday before so more in depth discussion regarding the document could occur.~~ where a motion was approved to table the vote regarding the Community Benefits Agreement until a consensus document has been made between ACCGov Attorney, Judd Drake, and the Developer's Counsel.

57. On February 21, 2023, the Mayor and Commission again tabled both the decision on the Mall Planned Development as well as the Community Benefits Agreement until March 7, 2023.

58. On February 28, 2023, the Mall Area Redevelopment Committee held their fifth meeting in regards to The Leaven Groups' Application for TAD Financing. In this meeting, an in-depth discussion occurred around the desired public benefits in this agreement. A motion was approved by the MARC that these benefits to be added with the exception of Affordable Housing. This particular item was an exception due to a tied vote.

59. On March 3, 2023, the MARC hosted a public hearing and their sixth meeting regarding the application. Following the public hearing, the MARC voted again on the Affordable Housing Benefit of the CBA since all members were present.

60. On ~~February 21, 2023~~ March 6, 2023, the Mall Area Redevelopment Committee held their ~~fifth~~ seventh meeting in regards to The Leaven Groups' Application for TAD Financing. During this meeting, the Committee voted to approve/deny/TBD on the drafted Community Benefits Agreement (**Attachment #12**).

FACTS & ISSUES:

1. A Tax Allocation District (TAD) is an area where redevelopment costs are financed by using the positive incremental increases in property taxes generated by resulting new development in the area. When a TAD is created, the Georgia Department of Revenue sets the base value for the district. Any growth in the property tax revenues resulting from increases in property values above the base values are collected in a special fund and used for eligible redevelopment costs in the TAD.

2. The Redevelopment Powers Law provides that the tax increment generated from increases in property taxes must be spent within the district. The Clarke County School District (CCSD) must consent to commit their portion of the future property tax increments to the TAD by formal approval of the redevelopment plan, in order to use their increment for the intended purposes.

3. The Redevelopment Plan also requires the submittal of a school system impact analysis to CCSD to advise them on any impact the TAD may have on their enrollment.

4. In addition to a school impact analysis, the TAD Process outlines that a financial evaluation will be conducted by a third party consultant to help determine the future TAD increment generated by the project. Once ACCGov received the original application from the Development Team, the Economic Impact Group was retained to produce that evaluation as well as the school impact analysis. This evaluation was received on January 4, 2023 (**Attachment #7**). After ACCGov received an updated application from the Development Team and consulted with ACCGov's TAD Attorney, a second 3rd party consultant, David Corbin with SMC Terminus Group, was retained to conduct a more in-depth review of the financials provided by the Development Team. This evaluation was received on February 2, 2023 **(Attachment #11)**.

5. After receiving clarification from the Clarke County School District regarding the per pupil expenditure, the Economic Impact Group updated their financial evaluation to accurately reflect the monetary impact the development would have on the school system. While the company was in the process of updating this section, they went ahead and updated the entire report to reflect the most recent request by the developer **(Attachment #14.)**

6. The boundaries of tax allocation districts must be contiguous, and the Redevelopment Powers Law limits communities to including a maximum of 10% of the community's tax digest in all TADs it creates.

7. The Mall Area TAD's ("Tax Allocation District Number One") boundaries center upon the Georgia Square Mall parcels. The estimated positive tax allocation increment for all (ACCGov & CCSD) real estate taxes (excluding property owned by public utilities and railroads) is $51,677.

8. CCSD consented for their taxes to be a part of the Mall Area Tax Allocation District by way of an Intergovernmental Agreement. An amendment to the Intergovernmental Agreement must be made in order to disburse the TAD Increment for the length of time that is being requested by the developer. Both CCSD and the Mayor and Commission must agree to the amendment for the calculated TAD increment to be disbursed for 30 years should they choose to honor the developer's request. See **Attachment #10.**

9. Any tax allocation bonds will have a term of up to 20 years; however, the actual term for the tax allocation bonds may be different and will be determined by ACCGov taking into account the recommendations of financial advisors. No bonds are currently proposed in the near term.

10. The previously M & C approved goals (History Item #18) for which the new TAD revenue could be used include the following:
    - Public Infrastructure Needs;
    - Housing Opportunities;
    - Economic Development Partnership Opportunities; and
    - CCSD and Youth Development.

11. For capital projects that are approved to receive funding from TAD proceeds, a Community Benefits Agreement (CBA) **(Attachment #12)** will accompany the approved application, outlining certain community benefits that the project will include.

12. The proposed CBA for 3700 Atlanta Hwy entails the following:
    - Affordable Housing:
        - 10% of multi-family residential units at 80% AMI, which equates to 99 units/ 140 beds. Mayor and Commission stated goal for TADs is 20% of units at 80% AMI.
    - Economic Development Partnership Opportunities:
        - ~~70,000 square feet of loft office-type space, which will provide the opportunity to develop an affordable, commercial office component aimed at allowing small, minority, and women-owned businesses (S/M/WBEs) an opportunity to participate in the resurgence of the mall and surrounding area~~

- ~~Owner will develop and implement a workforce training and recruitment program designed to provide S/M/WBEs and others suffering economic displacement with an opportunity to meaningfully participate in construction opportunities created by the Project.~~

- Owner will convert a significant portion of the remaining, second floor of the mall (approximately 81,000 square feet) into loft office-type space. This office component will provide the opportunity to develop a commercial space component aimed at allowing small, minority, and women-owned businesses (S/M/WBEs) an opportunity to participate in the resurgence of the mall and the surrounding area.

- Within this office component, Owner will develop and implement a workforce training and recruitment program designed to provide S/M/WBEs and others suffering economic displacement with an opportunity to meaningfully participate in construction opportunities created by the Project.

- ~~-~~

- <u>Clarke County School District and Youth Development</u>
  - ~~Build out and create 6,100 square feet of newly renovated mall space, which will be leased to the Boys and Girls Club of Athens to kick start their Youth Force initiative at no cost. In connection therewith, Owner will work on an educational partnership with CCSD to identify students to participate in the Boys and Girls Club's programming at this facility.~~

  - ~~As a part of this educational partnership, Owner will work with CCSD to develop enhanced programming which correlates to educational and other needs and objectives identified by CCSD representatives and raising and contributing scholarship funding for the fees and expenses associated with participation of the identified students who attend the elementary schools zoned for the Project area. Owner will pay the costs of such programming out of its funds and such costs will be Ineligible Cost. Owner will develop a reasonable budget for such costs in consultation with CCSD.~~

  - ~~In addition, Owner will work on an arts enhancement program that will provide CCSD the opportunity to showcase plays, jazz and concert band, and other school utilization of the performing arts stage in the central park.~~

  - Owner will build out and create 6,100 square feet of newly renovated mall space, which will be leased to the Boys and Girls Club of Athens to kick start their Youth Force initiative at no cost. Such lease shall be for the Term unless otherwise approved by ACC. In connection therewith, Owner will work on an educational partnership with CCSD to identify students to participate in the Boys and Girls Club's programming at this facility.

- As part of this educational partnership with CCSD, Owner will make greenspace on the Site available to CCSD, subject to customary scheduling and notice requirements, for enhanced programming correlated to CCSD's arts and music departments, including, without limitation, programming which showcases the visual arts, the performing arts (e.g., plays and dance), jazz and concert band performances through the complimentary use of the performing arts stage located in the central park located on the Site.
- Owner will also encourage its contractors and subcontractors to grant internships to CCSD students.
- Owner will provide 4,000 square feet of existing mall space for use as a day care center. The day care center will be leased to an operator of the daycare center for the Term at a base rental of $100/year, provided, however, that if no qualified daycare operator has entered into a lease within five years, this commitment lapses and the space goes back to the Owner. Similarly, the space goes back to the Owner if at any time the space ceases to be used for daycare for a period of one year or more. The Owner will also pay cost of buildout in the space up to $50 per square foot; the daycare operator would be responsible for any costs over and above that amount. The daycare operator will also be required to pay a customary share of common area maintenance (CAM), taxes, charges and assessments, utilities, and other common area expenses, the same as other tenants.

- Public Infrastructure
  - Bike and Pedestrian Facilities and Paths- 12 ft wide multi-use path around the property and also connecting to neighboring parcels. A total of 7,818 linear feet of paths will be constructed. Bike storage and repair facilities will be included.
  - Parks and Greenspace-there will be a ~~20~~ 19.57-acre reduction of impervious surfaces.
  - Intersection Improvements-3 traffic circles, pedestrian crosswalks, urban street grid/intersections.
  - Stormwater Remediation and Facilities-Storm facilities to bring the current site to code and also help alleviate the regional stormwater issues for the surrounding properties. Detention facilities are designed to be aesthetically pleasing and incorporated into the common areas.
  - Common Areas and Public Spaces-Central gathering courtyard and enhanced pedestrian experiences at retail storefronts.
  - Paving and curb/gutter for the new street grid and road layout.
  - Landscape/Site work/Utility-Installation of 1,024 trees that are 2" caliper or greater.
  - Reforestation of 24,500 sf of green space.

- Utility services and network brought up to current requirements.
- Transit Station-Multi-Modal station with onsite parking for ACC bus service as well as 3 public on site bus stops.

13. The Application for TAD Funding from the Leaven Group is requesting 29% of the project value, capped at $189,503,000. ACCGov's TAD Policy states that a maximum request is 15% of the project value, however, a greater percentage can be requested if the project is considered a large redevelopment project that has a significant public benefit and can be supported through the generation of sufficient tax allocation increments. See **Attachment #6** for more detail.

14. In addition to the Community Benefits listed in Facts & Issues Item 11, the proposed development will provide 1,188 residential units (including the affordable units) and 352,000 square feet of commercial space, which will be divided between retail and office space.

15. This recommendation is consistent with the following Mayor and Commission Strategic Commitment:
    - Shared Prosperity

OPTIONS:

Mayor & Commission:

a. Approve, deny, or modify the proposed Community Benefits Agreement for the project located at 3700 Atlanta Hwy., within the Mall Area Tax Allocation District (TAD), **Attachment #12;**
b. Approve the Amended Intergovernmental Agreement related to the Mall TAD between the Unified Government of Athens-Clarke County and the Clarke County School District, **Attachment #10;** and
c. Authorize the Mayor and other appropriate personnel to execute related documentation.

DEPARTMENT RECOMMENDED ACTION: N/A

DEPARTMENT: Economic Development

Prepared by: Caitlin Dye

Ilka McConnell

~~02/06/23~~ 03/01/23
Date:

ADMINISTRATIVE COMMENTS: Should the MARC not approve the proposed Community Benefits Agreement (CBA), the Mayor and Commission can only reject the CBA.

ADMINISTRATIVE RECOMMENDATION:



March 2, 2023

Manager Date:

ATTACHMENTS:

Attachment #1: Application for TAD Financing from Leaven Group
Attachment #2: Revised Cover Letter from Leaven Group
Attachment #3: Second Revision of Proposed Uses of Funds (Exhibit 3H)
Attachment #4: Third Revision of Proposed Uses of Funds (Exhibit 3H)
Attachment #5: Developer Projected TAD Increment
Attachment #6: Revised Staff Report Regarding Application for TAD Financing from The Leaven Group
Attachment #7: Financial Analysis on Original Application from Economic Impact Group
Attachment #8: Recusal Letter from Michael Seibert, Mall Area TAD Advisory Committee Chair
Attachment #9: Mall Area TAD Advisory Committee Recommendation Letter
Attachment #10: Amended Intergovernmental Agreement between the Unified Government of Athens-Clarke County and the Clarke County School District
Attachment #11: Financial Analysis on Updated Application from SMC Terminus Group
Attachment #12: Community Benefits Agreement from Mall Area Redevelopment Committee
Attachment #13: Athens Mall Redevelopment Implan Analysis
Attachment #14: Updated Financial Analysis from Economic Impact Group

The Leaven Group

Caitlin Dye, Business Development and Incentives Coordinator
301 College Ave #101
Athens, Georgia
caitlin.dye@accgov.com

Re: **Georgia Square Mall Redevelopment TAD Funding Application**

Ms. Dye and Members of the Athens-Clarke County TAD Committee:

On behalf of Athens Development Group, please accept the attached application for Tax Allocation District funding for our proposed mixed-use redevelopment of Georgia Square Mall, which is located within Tax Allocation District Number 1 - Unified Government of Athens-Clarke County, Georgia, also known known as "Mall Area Tax Allocation District". The proposed redevelopment will create a transformative, best-in-class mixed-use community and neighborhood that will redefine Athens-Clarke County's retail, residential, and office landscape. The project will create a pedestrian-friendly environment that encourages walkability, biking, and alternative modes of transportation on a formerly auto-centric and pedestrian-hostile parking lot. The project will add central greenspace, sustainable stormwater infrastructure, and a new tree canopy that was non-existent on the formerly impervious asphalt site.

This project will transform the deteriorating, largely vacant Georgia Square Mall located along Atlanta Highway, adjacent to State Route 10. Occupancy at Georgia Square Mall began a rapid decline in 2017. Since then, the mall has lost all but one of its anchor tenants, and the physical structure of the mall has substantially deteriorated. The structure is now over 40 years old. Athens-Clarke County recognizes the strong community desire for the site to be redeveloped when it proactively created a TAD Plan for the area in 2020.

We are requesting that the TAD Advisory Board grant our tax allocation district (TAD) funding request in the amount of $141,175,000 to help us bridge the funding gap for this transformational redevelopment project. The funding would be made available by TAD Bonds secured solely by incremental property tax revenues generated within the TAD by the redevelopment of the Mall.

We have retained KB Advisory Group to help us estimate TAD revenues for this project. KB Advisory Group conservatively forecasts that this project would increase the annual property tax revenue generated from the underlying parcels at the Mall from $338,228 currently, to approximately **$5.2 million,** representing annual incremental (increased) tax revenue of $4.9 million.

Site

The proposed mixed-use redevelopment of the Georgia Square Mall site consists of six parcels that occupy approximately 74.8 acres. The proposed redevelopment site is approximately 9 miles west of the University of Georgia campus and 8 miles west of Downtown Athens. All six of the parcels that make up the proposed development are in the newly established TAD #1 Mall Area Tax Allocation District. According to CoStar, the six parcels contain 895,000 square feet of rentable building area, and as of November 2022, 65% of that space is vacant.

Project

The proposed Georgia Square Mall redevelopment will be a mixed-use district that includes townhomes, multifamily apartments, active adult apartments, a retrofitted portion of the Georgia Square Mall with retail and office, a new retail village, and a central green space. The mall will be redeveloped to include one remaining retail tenant, which will operate 120,000 square feet of space. The redeveloped mall will also include 70,000 square feet of new street-level retail, and additional proposed office tenants that will operate the remaining 70,000 square feet of space in the existing building. The remainder of the mall will be demolished, and the land will be redeveloped for other uses within the footprint of the original six parcels.

The residential component of the redevelopment plan includes 816 multifamily units, 170 active adult units, and 202 for-sale townhomes - for a total of 1,188 residential units built across 3 phases. The commercial component will include 352,000 square feet of commercial space, including remodeled existing buildings with 190,000 square feet of retail space and 70,000 square feet of office space, as well as a newly constructed retail core with 92,000 square feet of retail space. The site will include a main green space in the center of the site.

The proposed project is expected to be delivered in three phases which would start generating incremental property tax revenue within the TAD starting in 2025.

- Phase 1 is programmed to include 276 multifamily units, 170 active adult units, 66 townhomes, 70,000 square of office space, and 190,000 square feet of retail space, expected to be completed and generating TAD revenue in 2025.
- Phase 2 is programmed to include 300 multifamily units, 66 townhomes, and 92,000 square feet of retail space, expected to be completed and generating TAD revenue in 2026.
- Phase 3 is programmed to include 240 multifamily units and 70 townhomes, expected to be completed and generating TAD revenue in 2027.

Economic & Fiscal Impacts

Athens Development Group commissioned KB Advisory Group to prepare a summary of the potential economic impacts of the proposed Georgia Square Mall Redevelopment. The project stands to provide economic benefits to the local economy and fiscal benefits to local governmental entities by substantially increasing public sector revenues to Athens-Clarke County and the Clarke County School District.

Based on the proposed development plan and expected market conditions, the fiscal and economic benefits from this project are expected to include:

Construction Impacts

- 770 annual full-time equivalent construction jobs.
- $52.1 million in construction payroll, much of which will be reinvested in the local economy.
- $367 million total regional impact from construction, labor, and local spending.
- $3.1 million in revenues from sales taxes, permits and fees from construction.

Impacts from Operations

- 352,000 SF of new or significantly rehabilitated retail and office space, with $101.5 million in annual on-site retail sales.

- The redevelopment will be home to approximately 1,035 workers with an annual on-site payroll of over $48.4 million.
- 1,183 new housing units supporting over 1,000 households, which will spend an estimated $35.7 million on goods and services locally.

Public Revenues

- $388.5 million in real property value generating $5.2 million in annual property taxes:
  - $2.1 million to Athens-Clarke County
  - $3.1 million to Clarke County School District (subject to Board of Education consent).
- $8 million annually in total local sales taxes:
  - $4 million to the State of Georgia
  - $4 million to local government (ACC, SPLOST, ESPLOST, TSPLOST)

Indirect Effects

- $234 million in direct construction investment will yield nearly $305 million in regional benefits.
- $101.5 million in annual sales will yield a total of $121.8 million in regional commercial sales
- 963 regional jobs for 3 years supported by construction and 1,138 regional jobs from operations

Consistency with Athens-Clarke County's Plan and Vision

The Georgia Square Mall Redevelopment is consistent with the stated goals and priorities of the Athens Mall Area Redevelopment Plan, the Athens-Clarke County 2018 Comprehensive Plan, and Athen's TAD Funding Goals & Priorities.

The proposed development is consistent with the stated goals and visions in the Redevelopment Plan:

- "Upon review of the subject area…there is a need for additional mixing of residential opportunities into the existing fabric" (Page 25).
- "[large scale renovation at the mall property] could infuse an auto-dominated landscape with compatible residential uses and public infrastructure allowing multiple means of transportation or visitors to park once and meet their shopping needs on foot" (Page 25).
- "Any uses imposed after development of real property should encourage a mixing of uses that allow flexibility and reduce auto-dependency" (Page 25).
- "…creating connections to the mall property and potentially an open street network would help this area function as a neighborhood…" (Page 25).
- "Housing…would benefit by being affordable for employees who choose to live and work in this area" (Page 25).

The proposed development plans to deliver a robust mix of rental and for-sale housing, including housing that meets the needs of households earning 80% AMI, and senior housing. Additionally, the mixed-use nature of the development hopes to promote walkability and bicycling by addressing infrastructure needs that create a pedestrian-friendly environment.

The redevelopment plan established four priorities for the use of TAD funds to pay for redevelopment costs. The proposed development addresses the following TAD funding goals and priorities:

- public infrastructure needs,
- housing opportunities,
- economic development partnership opportunities, and
- Clarke County School District and youth development.

The proposed development is redeveloping a deteriorating, auto-oriented site and adding new bike and pedestrian infrastructure that will enhance safety and walkability while reducing car trips in the immediate vicinity, a central public greenspace, intersection improvements and crosswalks, and an increase in pervious surfaces and stormwater infrastructure. Additionally, the proposed development is addressing housing opportunities by allocating 10% of all rental units to be attainable for households earning 80% AMI. Furthermore, the proposed development is adding 70,000 SF of loft office space that aims to provide opportunities for small women and minority-owned businesses. Finally, the proposed development is providing 6,100 SF of newly renovated space for the Boys and Girls Club of Athens to start their new Youth Force initiative at no cost.

The proposed development aligns with the long-range goals of the 2018 Comprehensive Plan. The proposed development addresses several goals related to land use, "place", neighborhoods, "foundation", and infrastructure.

- "Given the county's small geographic area, redevelopment should be prioritized over greenfield development as plenty of opportunity exists to improve blight along corridors and gateways, strip malls, industrial sites, and aging apartments" (Page 31).
- ***"Goal:*** Housing options that reflect diversity and meet the needs of the community, including housing for families and a diverse workforce. These are quality options with a variety of types, prices, and locations." (Page 28).
- ***"Goal:*** A vibrant and physically attractive community with a variety of places and equitable access to parks, open space, and other community gathering places. Development and redevelopment – with redevelopment as a priority – are well considered, appropriately placed, and have a positive and thoughtful economic, social, and environmental impact" (Page 32).
- ***"Goal:*** Our neighborhoods will be vibrant, safe, and stable places where residents interact with each other and have access to a range of diverse housing types, public spaces, and services" (Page 35).
- ***"Goal:*** Increased range of transportation options – including walking, biking, transit, and driving – that provide efficient, safe, affordable, and equitable access throughout the community and connect to the region and the world (through rail and air service)" (Page 46).
- ***"Goal:*** Well-maintained infrastructure is strategically expanded and upgraded in full consideration of environmental sustainability to unlock economic potential and help meet the needs of individuals" (Page 49).

This TAD funding request is consistent with Athens-Clarke County's TAD policies and procedures established in the Redevelopment Plan.

A) Purposes/Uses of TAD Funds

a) The Georgia Square Mall Redevelopment conforms with eligible uses for TAD funds including renovation, rehabilitation, reconstruction, repair or demolition of any existing building, creation or improvement of public spaces, and creation or improvement of pedestrian access and safety.

B) Positive Local/Regional Economic Impacts

a) The Georgia Square Mall Redevelopment will add over 1,100 new households that will support new and existing local businesses.

C) Potential legitimate needs for TAD contributions to overcome poor development economics

a) This TAD request is intended to help overcome the site's challenging economics which has stymied redevelopment for several years. This is the first TAD redevelopment proposal in Athens-Clarke County since the TAD redevelopment plan was established in 2020 and is the first project to take on the area's market challenges. The Athens Development Group has worked extensively with ACC Staff to negotiate extensive zoning, land use, and development constraints for the Georgia Square Mall site which, if implemented, will create a new style of higher-end development that does not currently exist in the local real estate market. The development economics to support these constraints will require more expensive development costs related to parking, structures, landscaping, public amenities, and infrastructure than is currently required on any site in the Athens Clarke-County market. Local real estate market conditions will not currently support the additional expenses; however, we all agree that the successful implementation of this redevelopment project has the potential to redefine those local economics at a higher level, both on the site itself and as a "halo effect" that will catalyze redevelopment of other underdeveloped properties in the area. Without support from the Tax Allocation District, this project will not be able to move forward as envisioned.

D) **Project Benefits and Return on Public Investment:** The Athens Development Group is investing over $333 million to the transformation of this site into a transcendent community hub for Athens-Clarke County. An investment of this scale would create additional impacts for the surrounding community and municipal government – including over 1,800 of new jobs, $8 million in sales taxes collected annually, and new opportunities for living, shopping, recreation, and entertainment. The TAD Bonds would be secured solely by the incremental (increased) property tax revenue generated within the TAD from the redevelopment of the Mall.

Thank you for considering the Georgia Square Mall Redevelopment for TAD Funding.

Mark Jennings
Founding Partner
The Leaven Group

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
APPLICATION FOR TAD FINANCING

FOR STAFF USE ONLY:

Date Application Filed: 11/4/22 **TAD Meeting:** 1/25/23-2/3/23 **Mayor & Commission Meeting:** Jan.31 and Feb.7

Application Fee: ✓ **Cash** _____ **Check No.** 1100 (Received) **Receipt No.** _____

Application Taken By: Caitlin Dye **Date:** Updated Cover Letter-1/11/23

PART I: APPLICANT INFORMATION

A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:

Project Name:	Georgia Square Mall Redevelopment
TAD District:	Mall Area Tax Allocation District, TAD #1
Amount Requested:	$141,175,000

B. APPLICANT CONTACT INFORMATION:

Name:	Brian Lu & Mark Jennings
Address:	2300 Pete Dickens Rd.
City/State/Zip:	Bogart, GA 30622
Phone:	404-787-3013, 706-850-6477
Fax:	
Email:	blu@theleavengroup.com, mjennings@athenscg.com
Contact Name & Title:	Founding Partner, Founding Partner
Ownership Interest:	Company Principals

C. PROPERTY OWNER CONTACT INFORMATION:

Name:	Brian Lu & Mark Jennings
Address:	2300 Pete Dickens Rd.
City/Sate/Zip:	Bogart, GA 30622
Phone:	404-787-3013, 706-850-6477
Fax:	
Email:	blu@theleavengroup.com, mjennings@athenscg.com

D. LEGAL FORM OR OWNERSHIP (i.e. Individual, Corporation, Partnership, LLC, etc.): LLC

In separate attachment, provide the names, addresses, phone numbers and email addressed for all major partners, JV or limited partners, or other project participants. Also indicate the ownership interest of each development participant listed under this item. As well, include the name and contact information for additional current property owners not listed above.

PART II: DEVELOPMENT PROFESSIONAL TEAM

A. PROJECT ARCHITECT:

Company Name:	Dynamix Design
Primary Contact Name:	David Yung
Address:	5901 Peachtree Dunwoody Rd. Suite 250 Atlanta, GA 30328
Phone:	678-506-8830
Email:	dyung@dynamikdesign.com

B. CIVIL/TRAFFIC ENGINEER:

Company Name:	W&A Engineering
Primary Contact Name:	Jon Williams
Address:	355 Oneta St. Suite D100 Athens GA 30601
Phone:	706-310-0400
Email:	jwilliams@bc-collaborative.com

C. CONTRACTOR:

General Contractor Name:	Balfour Beatty
Primary Contact Name:	Paul Kelley
Address:	300 Galleria Parkway #2050 Atlanta GA 30339
Phone:	904-334-0367
Email:	pkelley@balfourbeattyus.com

D. PROPERTY MANAGER (IF APPLICABLE):

Company Name:	Hendon Properties
Primary Contact Name:	Jerry Pascaul
Address:	3445 Peachtree Rd. NE Suite 405 Atlanta, GA 30326
Phone:	404-262-7400
Email:	

E. APPLICANT'S ATTORNEY:

Legal Firm Name:	McGuireWoods LLP
Primary Contact Name:	Kenneth M. Neighbors
Address:	1230 Peachtree Street NE Suite 2100 Atlanta, GA 30309-3534
Phone:	404-443-5710
Email:	kneighbors@mcguirewoods.com

F. OTHER:

Company Name:	
Primary Contact Name:	
Address:	
Phone:	
Email:	
Role:	

PART III: GENERAL PROJECT INFORMATION

A. GENERAL PROJECT DESCRIPTION:

Tax Parcel(s): 073 016T, 073 016K, 073 016F, 073 016J, 073 016S, 073 016 District #:

Location/Address: 3700 Atlanta Hwy, Athens, GA 30606 Zoning: C-G

Existing Use(s): Regional Mall Size: 74.81 AC

Current Full Value: $25,091,105 Current Assessed Value (40%): $10,036,442

Current Annual Real Property Tax Bills: $137,499 (Athens-Clarke County Unified Government) $200,729 (School)

Estimated Existing Total Population Residing Within Development Site: 0

Estimated Existing Public School Enrollment Residing Within Development Site: 0

Proposed Demolition of Existing Structures (If applicable, describe the amount of existing building SF and current uses of buildings to be demolished. Include the number of existing total and occupied housing units): Existing structure is 1 million SF of a regional mall, 740,000 SF will be demolished.

Permanent Job Creation/Retention Associated with Development (If Applicable): 1,035

Estimated Annual Property Taxes Generated: $2,129,117 (Unified Government) $3,108,200 (School)

B. PROJECT (USE) MIX:

	# Units	Building Area (SF)	% of Building Area
Residential	1,183		55%
Retail		282,000	14%
Office		70,000	10%
Other:			21%
Parking Structures (Spaces)		2,898 spaces	
TOTAL	1,183	352,000 SF, 2,898 parking spaces	100%

1) Construction Type (New Construction, Rehab, Conversion, etc.): Combination of new construction and renovation to partial element of existing mall structure.

C. RESIDENTIAL DETAIL (IF APPLICABLE):

1) Ownership Housing Unit Mix:

	# Units	Size Range (SF)	Average SF	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom	21	1,600 - 1,800	1,700	
3 Bedroom	105	1,950 - 2,150	2,050	
4+ Bedroom	86	2,200 - 2,500	2,350	
TOTAL	212	1,600 - 2,500	2,050	[redacted]

2) Rental Housing Unit Mix:

	# Units	Size Range (SF)	Average SF	Average Lease Price
Studio	112	570 - 655	613	[redacted]
1 Bedroom	526	757 - 836	797	
2 Bedroom	292	1,116 - 1,226	1,171	
3 Bedroom	56	1,425 - 1,500	1,463	
4+ Bedroom	0			
TOTAL	986	570 - 1,500	1,011	

D. DESCRIBE PLANNED UNIT FEATURES, FINISHES & AMENITIES (PROVIDE VISUALS IF AVAILABLE):

See Supporting Exhibit 3D.

E. DESCRIBE PLANNED PROJECT AMENITIES (RECREATIONAL AMENITIES, OPEN SPACE, ETC.):

Please see the Project Proposed Community Benefits described in Part IV of this application.

F. NONRESIDENTIAL DETAIL (IF APPLICABLE):

	# Units	Size Range (SF)	Average SF	Avg. Sale ($/SF)	Avg. Lease ($/SF)
Office	70,000 SF	10,000 - 30,000	10,000		
Retail	282,000 SF	3,500 - 25,000	3,500		
Other					
TOTAL					

G. ESTIMATED PROJECT COMPLETION (END) VALUE: (Estimate the total sell out value of the project. Include a value estimate for any buildings retained by the Applicant) $627,391,294

H. DESCRIBE THE PROPOSED USES OF TAD FUNDS & ITEMIZE THE DISTRIBUTION OF THOSE COSTS:

See Supporting Exhibit 3H.

I. SUPPORTING DOCUMENTS TO BE SUBMITTED:

1) Existing Conditions Photos
2) Location & Project Boundary Maps
3) Conceptual Site Plan (if unavailable, provide an estimated delivery date for a site plan)
4) Project Architectural Rendering or Conceptual Elevation Drawings (if available)

PART IV. PROJECT PROPOSED COMMUNITY BENEFITS

A. GOALS & PRIORITIES FOR USE OF TAD FUNDS: Please indicate which priority the project addresses, and how it aligns. Please be specific.

□ **Housing Opportunities:** This goal targets residential development opportunities to provide at least 20% of dwelling units at permanently affordable at 80% of Area Median Income.

See Supporting Exhibit 4A.

□ **Economic Development Partnership Opportunities:** This provides for infrastructure support that creates opportunities for job creation, innovation, incubators, accelerators, and similar spaces to provide high w age employment in ACC. Private enterprise redevelopment opportunities are also included.

See Supporting Exhibit 4A.

□ **Clarke Co. School District (CCSD) & Youth Development:** This provides the opportunity to collaborate with youth support providers, including CCSD, to create optimal spaces for youth development ad support of school system needs.

See Supporting Exh bit 4A.

□ **Public Infrastructure Needs:** This includes bike and pedestrian facilities, parks and greenspace, intersection improvements, livestream pipe replacement, stormwater facilities and other public spaces, facilities, and infrastructure

See Supporting Exhibit 4A.

B. In what ways does the project demonstrate a commitment to sustainable design, including water and energy efficiency, recycling and waste reduction, use of green technologies?

This project will greatly enhance the current mall as we know it today. We will be removing over 10 acres of existing asphalt parking lot and replacing it with landscaped and planted areas. We are proposing to build a new stormwater retention facility on-site that will greatly improve the drainage and run off areas due to the current impervious conditions on-site. Finally all new commercial construction will be built to LEED building standards, which will be a vast improvement over the current structure and systems that were built in the early 1980's.

C. What other community benefits will your project create that should be considered?

See Supporting Exhibit 4C.

PART V. PROJECT ECONOMICS

A. FINANCING SOURCES:

	Applicable? (Y/N	Financing Amount	% of Total Cost
1) Conventional Debt		$261,165,387	55%
2) Government Loans (Describe)			
3) State/Federal Grants (List Sources)			
4) Tax Credits			
5) Other Debt			
6) Contributed Equity		$72,505,771	15.27%
7) Others Sources			
8) TAD Funding Request		$141,175,000	29.73%
TOTAL		$474,846,158	100%

B. EQUITY – Describe the amount and source(s) of Applicant's equity to be supplied to the development.

Equity will be provided by the Athens Development Group. Limited partners investments might be utilized on certain phases of the project.

C. ESTIMATED FINANCING TERMS – Estimate interest rates/costs of debt financing to be used.

Traditional bank backed construction loans will be used to finance the project.

D. DISCOUNTED CASH FLOW ANALYSIS – Submit a DCFA reflecting the period from start-up through construction, stabilization, and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property. (The Applicant may submit its own pro forma.).

See Supporting Exhibit 5D.

E. **CONSTRUCTION COST ESTIMATES –** Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

See Supporting Exhibit 5E.

F. **INCOME PROJECTIONS FROM SALES & LEASING ACTIVITY–** Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation, and related assumptions.

See Supporting Exhibit 5F.

G. **MARKET EVIDENCE–** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.

See Supporting Exhibit 5G.

H. **ROI–** Calculate projected returns on equity to be provided by the Applicant, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.

See Supporting Exhibit 5H.

PART VI: SITE CONTROL, ZONING & SCHEDULE

A. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc.

B. Indicate the requested zoning designation(s) for the project site:

The Athens Development group is filing for a PD rezoning.

C. Is site currently zoned for its intended use(s)? If no, describe the timeline for obtaining zoning approvals.

Rezoning has been applied for and is current under consideration. Rezoning is on the February agenda.

D. Have all required site plan approvals and/or variances been obtained? If no, describe the timeline for obtaining the plan and/or variance approvals.

The variances are part of the above zoning application and consideration.

E. Provide a copy of findings from the Phase I Environmental Report. If a Phase I Environmental Report has not been prepared, provide a timeline for submitting the report.

See Supporting Exhibit 6E.

F. Include a project construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting, and construction. The construction schedule should identify target dates for the following major milestones:

1) Obtain Financing Commitments
2) Detailed (Final) Site Plan Approval
3) Real Estate Closing Date (If Applicable)
4) Construction Start Date
5) Estimated Completion Date
6) Target Date for First Units Sold or Leased

PART VII: CERTIFICATIONS

The undersigned Applicant hereby certifies to the best of his/her/their know ledge and belief, that the information in this application is true, correct and complete. The undersigned further represents that he/she/they has the authority to bind the Applicant and all individuals and entities herein to this warranty of truthfulness and completeness of the application.

The Applicant further acknowledges having read all applicable sections of The Unified Government of Athens-Clarke County Policies and Procedures governing the disposition of requests for TAD financing assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes.

PART VIII: COMMUNITY BENEFIT AGREEMENT

The Applicant acknowledges that the Unified Government of Athens-Clarke County (ACC) shall incur no TAD funding obligation as the result of its accepting this Application or of a favorable vote on this Application by the TAD Advisory Committee. Rather, ACC shall not be obligated as regards TAD funding unless and until a mutually satisfactory Community Benefits Agreement is approved by and fully executed by, and delivered to, ACC and the Applicant, provided, that any funding obligation of ACC under any such Community Benefits Agreement shall be limited as provided therein and in any event the sole source for payment thereof shall be the legally available and unrestricted positive tax allocation increment of this taxallocation district.

APPLICANT SIGNATURE:

Mark Jennings Date: 11/4/22

(Applicant's Authorized Signature)

Mark Jennings Title: 11/4/22

(Typed or Printed Name)

WITNESS SIGNATURE:

Jenny Lee Date: 11/4/22

(Witness Signature)

Jenny Lee

(Typed or Printed Name)

Application <u>WITHDRAWAL</u> Notification: *I (We) hereby withdraw the above application.*

SIGNED _____

Supporting Exhibits

3D. Describe Planned Units Features, Finishes & Amenities:

The following provides a summary of the key Project amenities contingent upon approval of the requested tax allocation district bond financing:

- 12-foot-wide multi-use trail (bike and pedestrian). Please see the attached Exhibit 3D depicting the same. The trail will connect to neighboring properties as well as create a "ring" around the property. Notably, a total of 7,818 linear feet of paths will be constructed as part of the Project. This enhanced connectivity within and to the Project will enhance non-vehicular circulation and increase the prospect for value creation off-site and in the vicinity of the Project due to this connectivity.
- Substantial increase in green space and open space. We are providing a 37% ratio of green and open space to developed space, which is well above the present code requirements. Included in the planned greenspace area is, among other features, a large central park. A performance stage represents a key design element of the central park, which will be a neighborhood and regional draw with the planned programming and events. These attributes reflect the features included in catalytic developments throughout signature markets in the State of Georgia and other major metropolitan areas.
- A multi-modal station providing bus service for Athens/Clarke County and an express route to Downtown. The bus station element provides a substantial benefit to residents wishing to manage their total living costs and is particularly beneficial to the workforce and affordable housing residents. This feature also provides the opportunity to reduce vehicular traffic in and around the Project location and creates a desirable transit-oriented development project attribute.
- New and enhanced stormwater features that will be aesthetically pleasing but also improve the onsite and surrounding regional drainage issues in the area. Here again, this design feature reflects a best practice in the development of catalytic projects and blends seamlessly with the other greenspace and open space Project elements. The new stormwater infrastructure aligns with conclusions and recommendations from ACC's 2018 Watershed Management Plan.
- Enhanced pedestrian, bicycle, and vehicular circulation (including 3 new traffic circles, raised and lighted crosswalks, and sidewalks connecting to neighboring properties). The Project will also be developed in a manner that creates an urban street grid, increasing the aesthetic value and catalytic impact of the Project.
- Playground areas for children.
- Dog parks.
- Bicycle storage and repair facilities.

The foregoing Project amenities serve to create a new, walkable, and pedestrian-friendly environment connecting seamlessly with planned retail spaces.

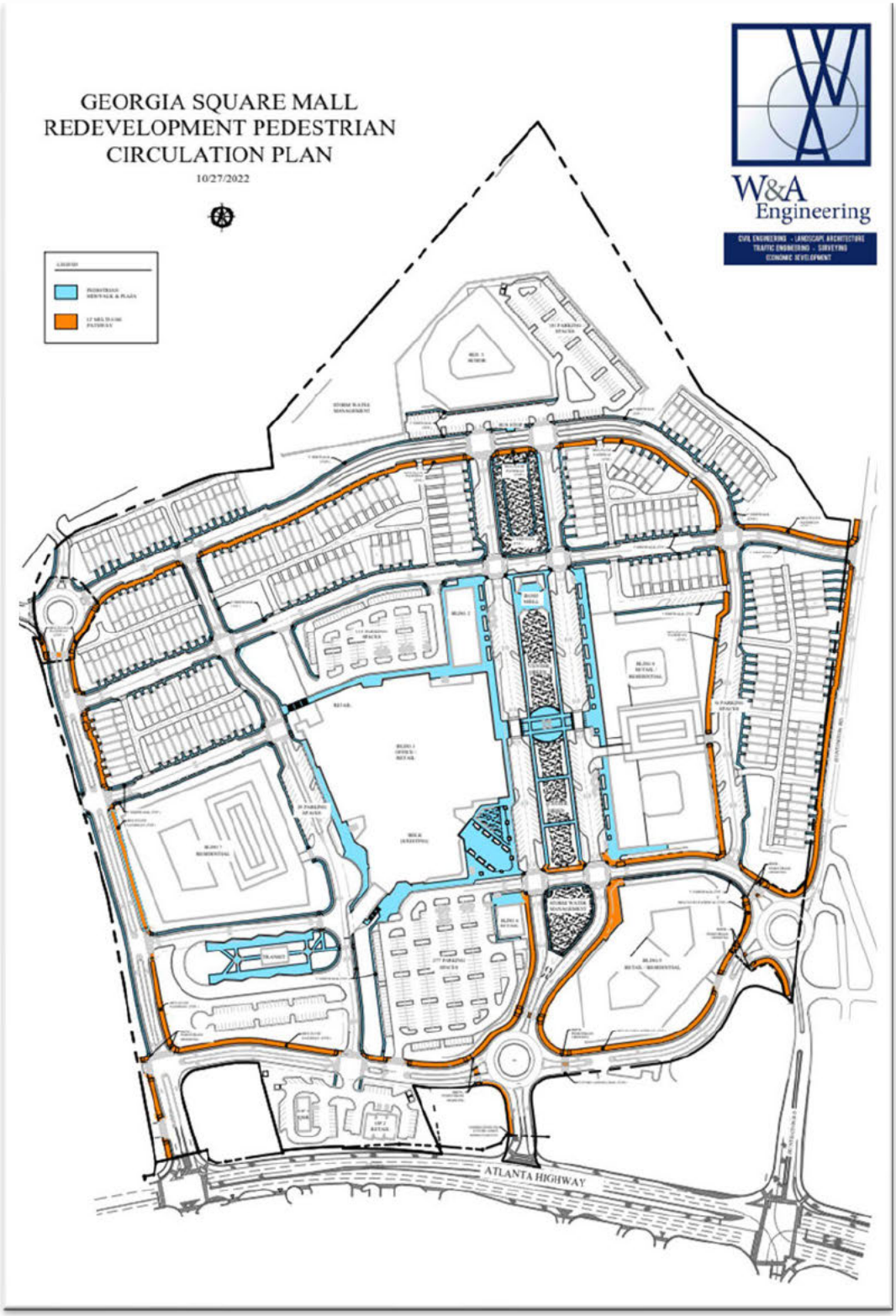
Supporting Exhibits

3D. Describe Planned Units Features, Finishes & Amenities



Supporting Exhibits

3D. Describe Planned Units Features, Finishes & Amenities



Supporting Exhibits

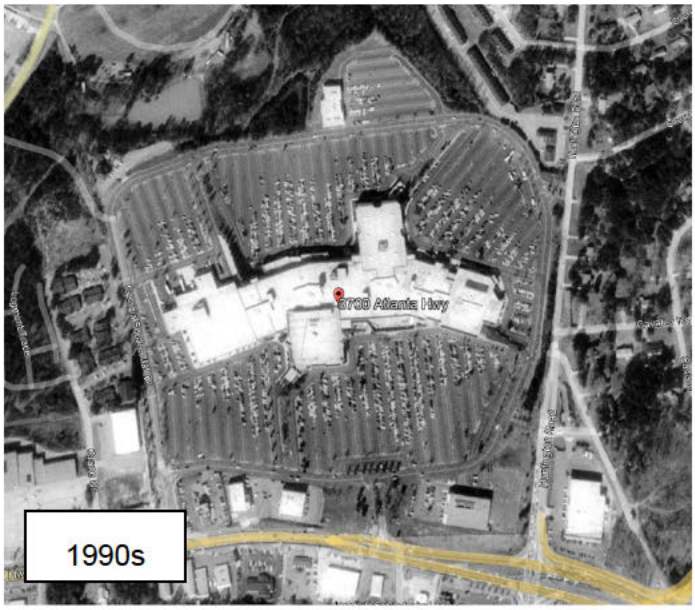
3H| Detailed Use of TAD Funds Budget

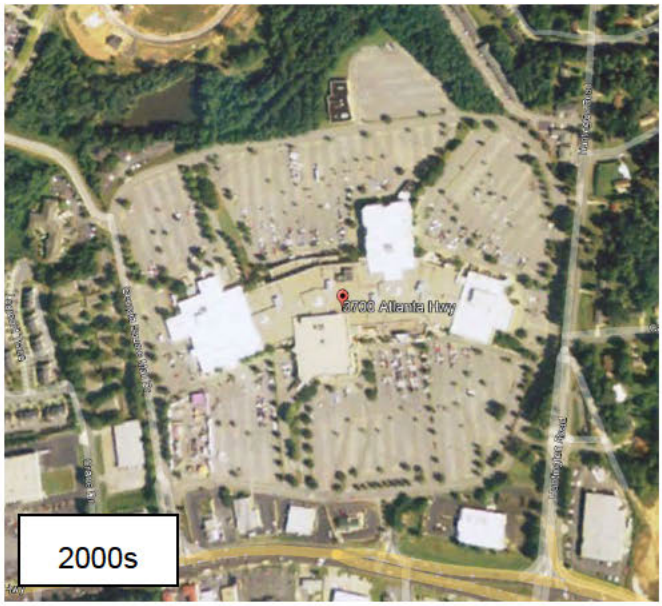
Proposed Use of TAD Funds

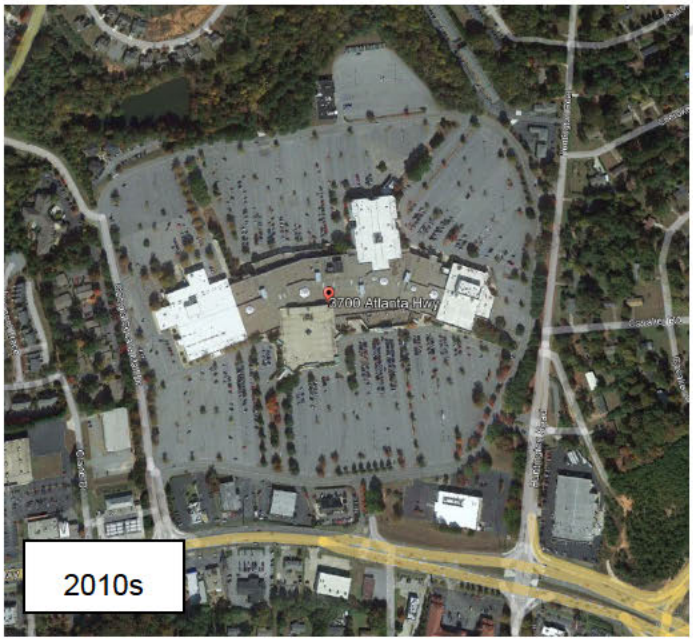
Public Infrastructure	Amount
Bike and Pedestrian Facilities and Paths. (12 ft wide multi use path around the property and also connecting to neighboring parcels. A total of 7,818 linear feet of paths will be constructed. Exhibit depicting extent of paths is attached. 160 bicycle parking spaces along with bicycle storage and repair facitlies are included.)	$5,030,281
Parks and Greenspace. (There will be a 20 ACRE reduction of impervious surfaces)	$17,729,278
Intersection Improvements. (3 traffic circles, pedestrian cross walks, urban street grid/intersections)	$11,385,951
Stormwater Remediation and Facilities. (Storm facilties to bring current site to code and also help alleviate the regional stormwater issues for the surrounding properties. Detention facilities are designed to be aesthetically pleasing and incorporated into the common areas)	$13,100,007
Common Areas and Public Spaces. (Central gathering courtyard and enhanced pedestrian experiences at retail storefronts)	$4,393,031
Infrastructure (Paving and curb/gutter for new street grid and road layout)	$9,546,018
Landscape/Sitework/Utility (Installation of 1,024 trees that are 2" caliper or greater. Reforestation of 24,500 sf of green space. Utility services and network brought up to current requirements)	$7,328,316
Transit Station. Multi Modal station with on site parking for ACC bus service as well as 3 public on site bus stops	$9,268,529
Urban/Dense apartment construction. (Premium over garden style ground level apartments include; Structured parking decks, vertical transportation, enhanced building construction code requirements.)	$46,611,591
Affordable Housing	$15,582,005
10% at 80% AMI	
CCSD and Youth Development	$1,200,000
Boys and Girls Club venue	
(YouthForce pilot program. See exhibits for detail. Rent and buildout of tenant space donated. Transportation shuttle provided to area school children at no expense. Professional staff and equipment included)	
TOTAL	**$141,175,006**

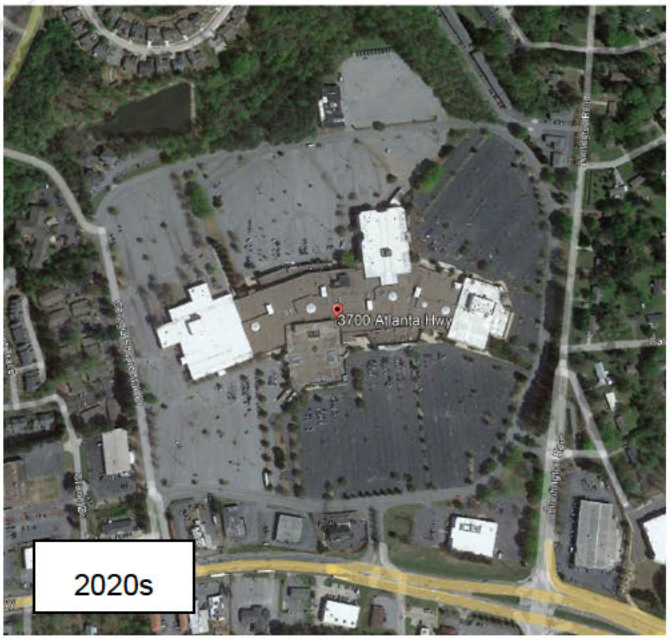
Supporting Exhibits

3I. 1) Existing Conditions Photos









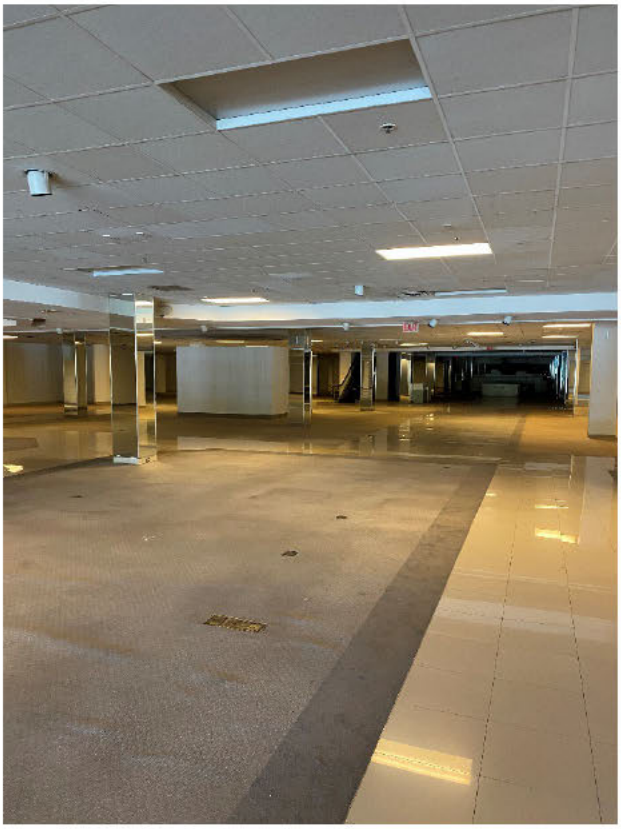
Supporting Exhibits

3I. 1) Existing Conditions Photos
















Customer Servi




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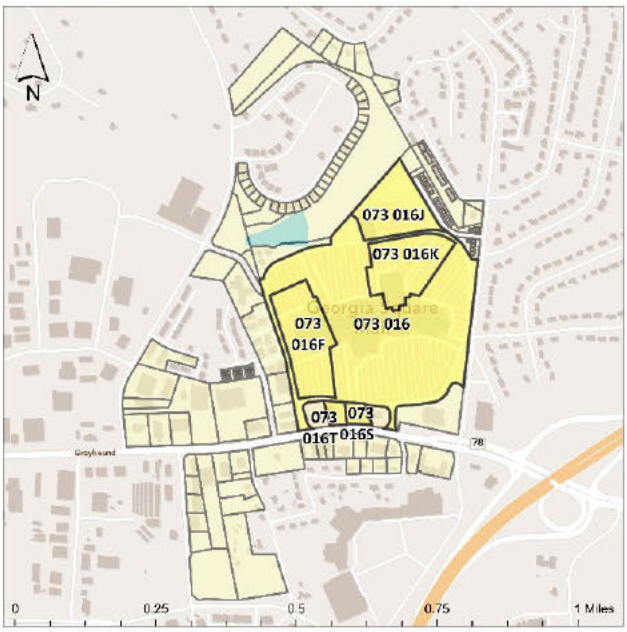

JCPenney

Supporting Exhibits

3I. 2) Location & Project Boundary Maps

Parcels in Georgia Square Mall Redevelopment Assemblage (Source: Athens-Clarke County Tax Assessor)

Site Map

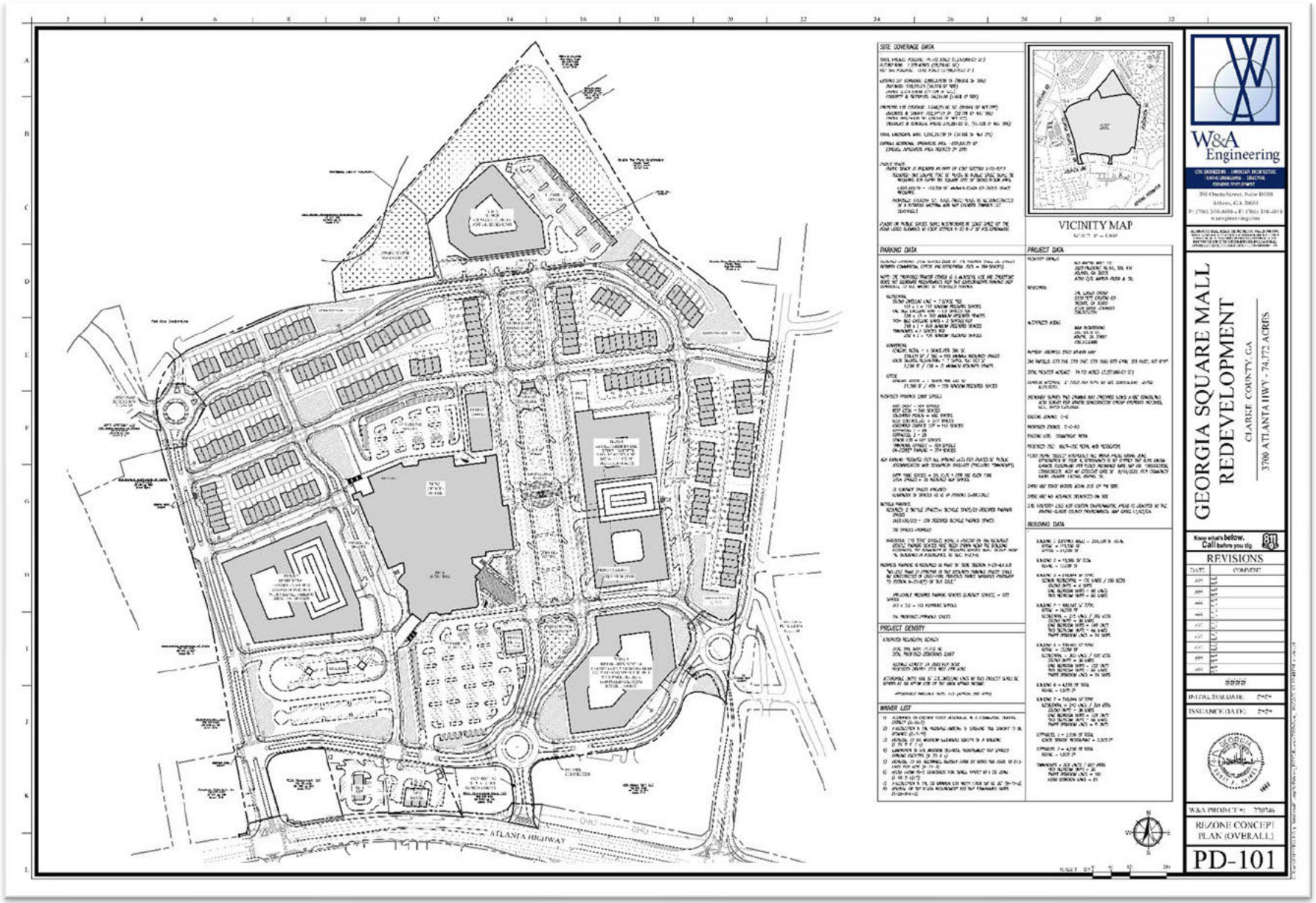


Georgia Square Redevelopment Parcels and Tax Digest Values

Parcel ID	Acres	Owner	Zoning	2022 Appr. Val.	2022 Assd. Val.
073 016T	0.93	KDI ATHENS MALL LLC	C-G	$696,359	$278,544
073 016K	8.78	KDI ATHENS ANCHOR LLC	C-G	$2,920,412	$1,168,165
073 016F	10.49	ATHENS CONSTRUCTION GROUP PROPERTY HOLDINGS LLC	C-G	$3,000,000	$1,200,000
073 016J	8.67	ATHENS CONSTRUCTION GROUP PROPERTY HOLDINGS LLC	C-G	$1,601,526	$640,610
073 016S	0.96	KDI ATHENS OUTPARCELS LLC	C-G	$872,808	$349,123
073 016	44.98	KDI ATHENS MALL LLC	C-G	$16,000,000	$6,400,000
Total	**74.81**			**$25,091,105**	**$10,036,442**

Supporting Exhibits

3I. 3) Conceptual Site Plan



Supporting Exhibits

3I. 4) Project Architectural Rendering



Supporting Exhibits

3I. 4) Project Architectural Elevations



ATHENS DEVELOPMENT GROUP, LLC

ATHENS MIXED USE
ATHENS, GA
CONCEPTUAL DESIGN • 10-14-2022

DYNAMIK DESIGN





ATHENS DEVELOPMENT GROUP, LLC

ATHENS MIXED USE
ATHENS, GA
CONCEPTUAL DESIGN • 10-14-2022

DYNAMIK DESIGN

Supporting Exhibits

3I. 4) Project Architectural Elevations





Supporting Exhibits

4A. Goals and Priorities for Use of TAD Funds

- **Housing Opportunities:** This goal targets residential development opportunities to provide at least 20% of dwelling units at permanently affordable at 80% of the Area Median Income.

Due to the intensity and enhanced cost of the above referenced Project amenities, the Project will include the development and leasing of 10% of the multifamily units at rental prices affordable to individuals and families earning not to exceed 80% of Area Median Income (or "AMI"), adjusted for family size. The affordable units will be built and finished exactly the same as the market-rate units. The affordable units will also be scattered throughout the property and not confined to a certain area or floor. This, too, reflects a best practice in the development of affordable housing designed to transform opportunities and outcomes. Additionally, 10% of each unit type (e.g., 1, 2, and 3 bedrooms) will be subject to the planned affordable requirement; not just one floor plan.

We are considering strategies that will make the affordable housing units permanent, versus subject to a more limited affordability period and are working with counsel familiar with best practices in creating "durable" affordable housing. In addition, we are working on strategies to market the affordable and market-rate units to governmental employees (e.g., teachers, police officers, firefighters, and other public service employees).

- **Economic Development Partnership Opportunities:** This provides for infrastructure support that creates opportunities for job creation, innovation, incubators, accelerators, and similar spaces to provide high wage employment in ACC. Private enterprise redevelopment opportunities are also included.

As part of the adaptive reuse of the mall, we are converting a significant portion of the remaining, second floor of the mall (approximately 70,000 square feet) into loft office-type space. This office component provides us with the opportunity to develop an affordable, commercial office component aimed at allowing small, minority, and women-owned businesses (S/M/WBEs) an opportunity to participate in the resurgence of the mall and the surrounding area. This is an attribute commonly missed in similar, catalytic development projects and best reflects the emerging principles of equitable development. In addition, the development team is developing and implementing a workforce training and recruitment program designed to provide S/M/WBEs and others suffering economic displacement with an opportunity to meaningfully participate in construction opportunities created by the Project.

- **Clarke Co. School District (CCSD) & Youth Development:** This provides the opportunity to collaborate with youth support providers, including CCSD, to create optimal spaces for youth development and support of school system needs.

We are in the process of building out and creating 6,100 square feet of newly renovated mall space, which will be leased to the Boys and Girls Club of Athens to kick start their Youth Force initiative AT NO COST. Please see the description of the Youth Force program attached. As part of this initiative, we are actively working on an educational partnership with CCSD to identify students to participate in the Boys and Girls Club's programming at this facility. As a part of this educational partnership, we are committed to working with CCSD to develop enhanced programming which correlates to educational and other needs and objectives identified by CCSD representatives and raising and contributing scholarship funding for the fees and expenses associated with participation of the identified students who attend the elementary schools zoned for the Project area. In addition, we are working on an arts enhancement program that will provide CCSD the opportunity to showcase plays, jazz and concert band, and other school utilization of the performing arts stage in the central park.

Public Infrastructure Needs: This includes bike and pedestrian facilities, parks and greenspace, intersection improvements, livestream pipe replacement, stormwater facilities and other public spaces, facilities, and infrastructure

Please see the Project amenities set forth elsewhere in this application. Here it is important to note that the master plan for the Project reflects numerous public amenities and design features identified in extensive planning discussions with city leadership, all with the common view of making the Project a catalytic driver for West Athens, avoiding the prospect of a "ghost" mall and/or avoiding the construction of a base level of massed apartments and other development elements which, while in compliance with existing zoning without further action, would result in a missed opportunity for the community. The TAD funding is essential to make the Project a destination and economic development driver in West Athens. Notably, there are very few sites in Athens which present a shared opportunity, through a public-private initiative such as the tax allocation district, to advance the aesthetic and economic health of the community.

Supporting Exhibits

4A. Goals and Priorities for Use of TAD Funds

YouthForce
a program of Boys & Girls Clubs of Athens

greatfuturesathens.com 706-546-5910 705 Fourth St. Athens, GA 30601

Dear Pipeline Partner:

YouthForce is committed to developing an engaged, inclusive and skilled workforce in Northeast Georgia, and surrounding areas. Our motto, "You can't be what you can't see", is rooted in exposing youth to existing workforce pathways. We aim to train youth with the skills and confidence needed to secure and retain employment. We'd like to highlight our early success with our summer workforce initiative. In the last two months, we've succeeded in creating nine new community partners directly impacting 200 plus new teen members, and providing over 8100 service hours to those students.

As we move into the second phase of our YouthForce initiative, we count on your support and commitment to ensure our objectives and goals are met. YouthForce is committed to developing a pathway to employment for all youth that walk through our doors. Such a task requires commitment and consistency. We believe a skilled workforce is the foundation for a strong community.

The second phase of our program includes the creation of our new YouthForce Innovation Center located in Georgia Square Mall. The 6100 square foot facility will include space for manufacturing process training, robotics, coding and soft skills development for teens. Participants will also receive skill specific training in six employment pathways through virtual reality portals. Be sure to review our YouthForce report, and thank you for your commitment to shaping the future workforce of Northeast Georgia.

Sincerely,

Sterling Gardner

Sterling Gardner
Vice President of Workforce
Development / YouthForce
Boys & Girls Clubs of Athens, Inc.

Supporting Exhibits

4C. Project Proposed Community Benefits

Please see the Project amenities and community benefits described elsewhere in this application. In addition, set forth below are additional community benefits which evidence our commitment to the Project and the local community:

- *Bike and Pedestrian Facilities and Paths*: 12 ft wide multi-use path around the property and also connecting to neighboring parcels. A total of 7,818 linear feet of paths will be constructed. Bike storage and repair facilities will be included.
- *Parks and Greenspace*: There will be a 20-acre reduction of impervious surfaces.
- *Intersection Improvements*: 3 traffic circles, pedestrian crosswalks, urban street grid/intersections.
- *Stormwater Remediation and Facilities*: Storm facilities to bring the current site to code and also help alleviate the regional stormwater issues for the surrounding properties. Detention facilities are designed to be aesthetically pleasing and incorporated into the common areas.
- *Common Areas and Public Spaces*: Central gathering courtyard and enhanced pedestrian experiences at retail storefronts.
- *Infrastructure*: Paving and curb/gutter for the new street grid and road layout.
- *Landscape/Sitework/Utility*: Installation of 1,024 trees that are 2" caliper or greater. Reforestation of 24,500 sf of green space. Utility services and network brought up to current requirements.
- *Transit Station*: Multi-Modal station with onsite parking for ACC bus service as well as 3 public on site bus stops.

Supporting Exhibits

5D. Discounted Cash Flow Analysis



Supporting Exhibits

5E. Construction Cost Estimates



Supporting Exhibits

5F. Income Projections from Sales and Leasing Activity



Supporting Exhibits

5G. Market Evidence

A comprehensive residential market analysis was conducted by Noell Consulting Group in June of 2022. The development team recognizes the importance of development principles that are supported by market evidence. The conclusions of the market study support the proposed development program.



Supporting Exhibits

5H. ROI



Supporting Exhibits

6A. Evidence of Site Control

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of October __, 2020 (the "Effective Date") and is hereby made and entered into by and between **KDI ATHENS MALL, LLC**, a Georgia limited liability company, **KDI ATHENS ANCHOR, LLC**, a Georgia limited liability company, and **KDI ATHENS OUTPARCELS, LLC**, a Georgia limited liability company (hereinafter collectively referred to as the "Seller"), and **MARK JENNINGS**, an individual resident of the state of Georgia (hereinafter referred to as the "Purchaser").

1. **Purchase and Sale.** The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land containing approximately _____ acres more or less located on Atlanta Highway, City of Athens in Clarke County, Georgia, which real property is described on Exhibit "A", attached hereto and made a part hereof, together with (i) all rights, privileges, easements, appurtenances, (ii) all buildings, structures, improvements, topsoil, trees, timber and minerals located thereunder or thereon, (iii) Seller's interest as landlord in the lease agreements described on Exhibit "B", attached hereto and made a part hereof (the "Leases"), and (iv) all equipment, fixtures, furniture, supplies, stock for maintenance or tenant improvement purposes and other personal property of Seller relating thereto, including the following (collectively, the "Property"):

(a) Georgia Square Mall parcel with surrounding parking (45.44 acres approximately);
(b) Former Macy's building with related parking (8.78 acres approximately);
(c) Pep Boys building with surrounding parking (3.77 acres approximately);
(d) Two (2) buildings with related parking near Atlanta Highway access (3.5 acres approximately);
(e) Belk building; and
(f) JC Penney building.

Notwithstanding anything to the contrary contained herein, the Property shall not include (i) the former Sears building located at 3700 Atlanta Highway, Athens, Georgia (Tax Parcel ID # 073 016F) or (ii) Georgia Square Mall Theatre located at 3700 Atlanta Highway, Athens, Georgia (Tax Parcel ID # 073 016K).

2. **Purchase Price**. Seller shall sell and transfer the Property to Purchaser, and Purchaser shall purchase the Property from Seller and pay to Seller, by federal wire transfer or other immediately available funds at Closing, the sum of [redacted] (the "Purchase Price") which Purchaser agrees to pay.

3. **Earnest Money**. Within five business days from the Final Execution Date of this agreement the Purchaser shall deposit in escrow with First American Title Insurance Company (the "Escrow Agent"), the sum of Fifty Thousand and NO/100 Dollars ($50,000.00) ("Initial Earnest Money"). The Initial Earnest Money and the Additional Earnest Money (as defined in Section 7) shall be referred to herein, collectively as the "Earnest Money". Upon expiration of the Feasibility Period, in the absence of an uncured default by Seller, and except to the extent otherwise set forth herein, the Earnest Money shall be non-refundable and shall be applied for Purchaser's benefit against the Purchase Price at Closing. The Earnest Money shall be applied as a credit to the Purchaser against the Purchase Price at time of closing. Purchaser shall pay all escrow fees which are charged by Escrow Agent, and Seller and Purchaser each agree to execute and deliver all documents which are reasonably requested by Escrow Agent to effectuate the escrow of the Earnest Money.

4. **Closing and Possession.** The sale shall be consummated via an escrow closing through the offices of Escrow Agent, at 3455 Peachtree Road NE, Suite 675, Atlanta, GA 30326, or at the Purchaser's option

Supporting Exhibits

6E| Environmental Assessment

PHASE I ENVIRONMENTAL SITE ASSESSMENT
GEORGIA SQUARE MALL
3700 ATLANTA HIGHWAY
ATHENS, GEORGIA 30606

CARDNO ATC PROJECT NO.: 90.27235.0003

JULY 22, 2013

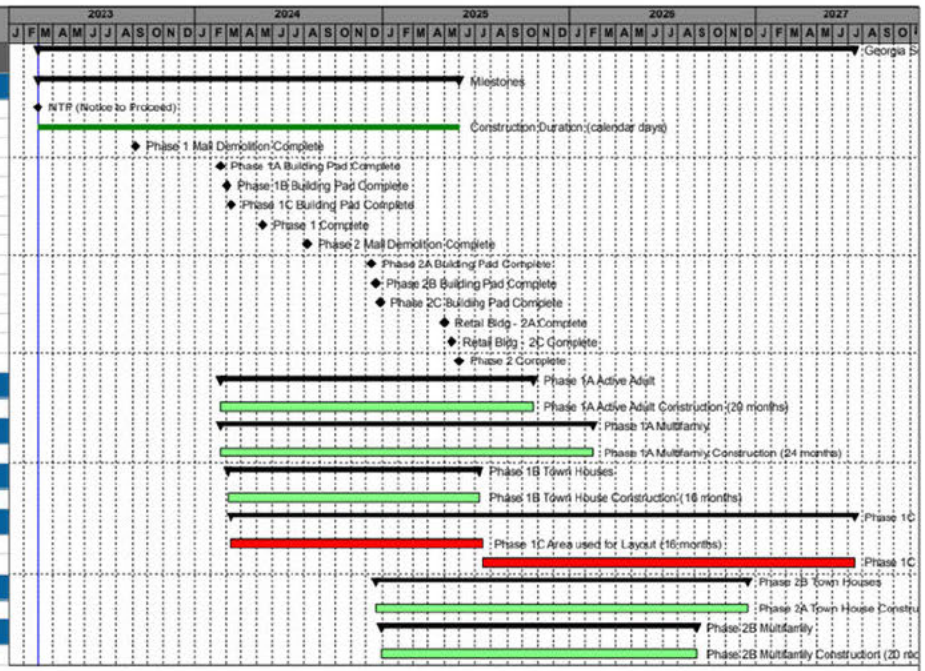
Prepared by:
Cardno ATC
1841 West Oak Parkway, Suite F
Marietta, Georgia 30062
Phone: 770.427.9456
Fax: 770.427.1907

Prepared for:
Mr. Clinton Taw Cole
Hendon Properties
c/o Hartman Simons & Wood LLP
6400 Powers Ferry Road, NW
Suite 400
Atlanta, Georgia 30339

Supporting Exhibits

6F. Construction Schedule

Activity ID	Activity Name	Duration	Start	Finish
	Georgia Square Mall Preliminary Schedule 2022-09-	1100	01-Mar-23	14-Jul-27
	Milestones	568	01-Mar-23	30-May-25
M050	NTP (Notice to Proceed)	0	01-Mar-23	
M900	Construction Duration (calendar days)	822	01-Mar-23	30-May-25
M100	Phase 1 Mall Demolition Complete	0		08-Sep-23
M120	Phase 1A Building Pad Complete	0		19-Feb-24
M130	Phase 1B Building Pad Complete	0		04-Mar-24
M140	Phase 1C Building Pad Complete	0		11-Mar-24
M190	Phase 1 Complete	0		13-May-24
M200	Phase 2 Mall Demolition Complete	0		07-Aug-24
M220	Phase 2A Building Pad Complete	0		11-Dec-24
M230	Phase 2B Building Pad Complete	0		18-Dec-24
M240	Phase 2C Building Pad Complete	0		27-Dec-24
M250	Retail Bldg - 2A Complete	0		01-May-25
M260	Retail Bldg - 2C Complete	0		15-May-25
M290	Phase 2 Complete	0		30-May-25
	Phase 1A Active Adult	425	20-Feb-24	23-Oct-25
1A-1000	Phase 1A Active Adult Construction (20 months)	425	20-Feb-24	23-Oct-25
	Phase 1A Multifamily	500	20-Feb-24	16-Feb-26
1A-2000	Phase 1A Multifamily Construction (24 months)	500	20-Feb-24	16-Feb-26
	Phase 1B Town Houses	340	05-Mar-24	09-Jul-25
1B-1000	Phase 1B Town House Construction (16 months)	340	05-Mar-24	09-Jul-25
	Phase 1C Multifamily	840	12-Mar-24	14-Jul-27
1C-1000	Phase 1C Area used for Layout (16 months)	340	12-Mar-24	16-Jul-25
1C-1010	Phase 1C Multifamily Construction (24 months)	500	17-Jul-25	14-Jul-27
	Phase 2B Town Houses	500	19-Dec-24	16-Dec-26
2A-1000	Phase 2A Town House Construction (24 months)	500	19-Dec-24	16-Dec-26
	Phase 2B Multifamily	425	30-Dec-24	04-Sep-26
2B-1000	Phase 2B Multifamily Construction (20 months)	425	30-Dec-24	04-Sep-26



Remaining Level of Effort
Actual Level of Effort
Remaining Work
Actual Work
Critical Remaining
Milestone
Summary

Georgia Square Mall Preliminary Schedule
2022-09-07

Balfour Beatty

Page 1 of 1
Data Date: 01-Mar-23
Print Date: 07-Sep-22

The Leaven Group

January 10, 2023

Caitlin Dye, Business Development and Incentives Coordinator
301 College Ave #101
Athens, Georgia
caitlin.dye@accgov.com

Re: Revised Georgia Square Mall Redevelopment TAD Funding Application

Ms. Dye and Members of the Athens-Clarke County TAD Committee:

On behalf of Athens Development Group (the "Developer"), please accept the attached, revised application for Tax Allocation District funding for our proposed mixed-use redevelopment of Georgia Square Mall (the "Mall"), which is located within Tax Allocation District Number 1 - Unified Government of Athens-Clarke County, Georgia, also known known as "Mall Area Tax Allocation District." After further and more detailed analysis, and pursuant to our subsequent discussions with the economic development team at Athens-Clarke County, Georgia ("ACCGov") and the various public sector participants, we have determined to modify our funding approach to allow ACCGov and the Developer to fully realize the vision of, and generational opportunity to create, a transformative, best-in-class, mixed-use community and neighborhood that will redefine Athens-Clarke County's retail, residential, and office landscape (the "Project"). To be clear, the Developer team stands ready to agree to, and implement, the enhanced private and public sector improvements necessitated by ACCGov's requested land use plan amendments. But for the TAD funding, the Developer would obviously not be obligated to agree to these enhancements and the costs associated therewith. Without the TAD funding requested herein and the partnership with ACCGov, such enhance would not be feasible, resulting in a more "pedestrian" or bare bones redevelopment of the Mall site, consistent with the existing zoning entitlements.

As a brief re-introduction, the Project will transform the deteriorating, largely vacant Georgia Square Mall located along Atlanta Highway, adjacent to State Route 10. Occupancy at the Mall began to rapidly decline in 2017. Since then, the Mall has lost all but one of its anchor tenants, and the physical structure of the Mall has substantially deteriorated. The structure is now over 40 years old. ACCGov expressly recognized and responded to the community's strong desire for the site to be redeveloped when it proactively created a TAD Plan for the area in 2020.

With the greatly enhanced horizontal, public improvements requested by ACCGov, the Project will deliver on the community's desires and ambitions. Notably, the enhanced public improvements are largely required to be funded up front (e.g., in the first 1-3 years of the Project's development timeline). Only through the public-private partnership framework offered through the TAD can ACCGov and the Developer jointly cause the creation of a pedestrian-friendly environment that encourages walkability, biking, and alternative modes of transportation on a formerly auto-centric and pedestrian-hostile, surface parking lot. The project will add a central public greenspace, intersection improvements and crosswalks, sustainable stormwater infrastructure, and a new tree canopy that was non-existent on the formerly impervious asphalt site. In addition, the project will increase affordable housing by allocating 10% of all multifamily rental housing units for households earning 80% of AMI for the 30-year term of the TAD development agreement. The public-private sector collaboration also calls for and will also feature

roundabouts (sometimes referred to as "traffic circles") and other public improvements which smoothly transition the Project site into the surrounding neighborhoods, allowing it to serve as a gateway to both the residential neighborhoods and the commercial corridor. With a brief review of the negative impacts of dying malls throughout the State, region and nation, one can easily ascertain that it is imperative that we move forward, together.

Based on our more in-depth analysis of the Project's funding imperative, and the resultant impacts on its financial feasibility, we are hereby revising our initial request and in lieu thereof, request that ACCGov approve of the funding of the enhanced, public-sector driven infrastructure and redevelopment costs (the "Enhanced Redevelopment Costs") through a pay-as-you-go or "pay-go" arrangement. In this connection, we respectfully request that ACCGov approve a development agreement with the Developer, with a term of thirty (30) years, wherein the Developer will commit to deliver, and provide all debt and equity capital required to complete, the horizontal and vertical development, and ACCGov will agree to reimburse the Developer for the Enhanced Redevelopment Costs over time, subject only to a cap on the reimbursements set at 29% of the sum of the Project's (a) all-in, horizontal improvement costs, plus (b) the aggregate value of the private, vertical improvements (the total sum of which equals approximately $630 Million). In this connection, the Developer will, by law, surrender its rights to deliver a far more traditional and opportunistic redevelopment of the site (e.g., stick build apartments utilizing the existing surface parking with minimal other improvements or beautifications as originally proposed). The Developer, under the pay-go arrangement, is also assuming the lion's share of the funding and redevelopment risk associated with the delivery of the Project vision. To be clear, the pay-go funding made available to the Project will be made by ACCGov solely from the incremental property tax revenues generated within the TAD by the redevelopment of the Mall.

For your convenience, please see the below for a more detailed summary of the Project, and its various attributes, impacts and benefits.

Site

The proposed mixed-use redevelopment of the Mall site consists of six parcels that occupy approximately 74.8 acres. The proposed redevelopment site is approximately 9 miles west of the University of Georgia campus and 8 miles west of Downtown Athens. All six of the parcels that make up the proposed development are in the newly established TAD #1 Mall Area Tax Allocation District. According to CoStar, the six parcels contain 895,000 square feet of rentable building area, and as of November 2022, 65% of that space is vacant.

Project

The proposed Mall redevelopment will be a mixed-use district that includes townhomes, multifamily apartments, active adult apartments, a retrofitted portion of the Mall with retail and office, a new retail village, and a central green space. The Mall will be redeveloped to include one remaining retail tenant, which will operate 120,000 square feet of space. The redeveloped Mall will also include 70,000 square feet of new street-level retail, and additional proposed office tenants that will operate the remaining 70,000 square feet of space in the existing building. The remainder of the Mall will be demolished, and the land will be redeveloped for other uses within the footprint of the original six parcels.

The residential component of the redevelopment plan includes 816 multifamily units, 170 active adult units, and 202 for-sale townhomes - for a total of 1,188 residential units built across 3 phases. The commercial component will include 352,000 square feet of commercial space, including remodeled existing buildings with 190,000 square feet of retail space and 70,000 square feet of office space, as well

as a newly constructed retail core with 92,000 square feet of retail space. The site will include a main green space in the center of the site.

The proposed project is expected to be delivered in three phases which would start generating incremental property tax revenue within the TAD starting in 2025.

- Phase 1 is programmed to include 276 multifamily units, 170 active adult units, 66 townhomes, 70,000 square of office space, and 190,000 square feet of retail space, expected to be completed and generating TAD revenue in 2025.
- Phase 2 is programmed to include 300 multifamily units, 66 townhomes, and 92,000 square feet of retail space, expected to be completed and generating TAD revenue in 2026.
- Phase 3 is programmed to include 240 multifamily units and 70 townhomes, expected to be completed and generating TAD revenue in 2027.

Economic & Fiscal Impacts

Athens Development Group commissioned KB Advisory Group to prepare a summary of the potential economic impacts of the proposed Mall Redevelopment. The project stands to provide economic benefits to the local economy and fiscal benefits to local governmental entities by substantially increasing public sector revenues to Athens-Clarke County and the Clarke County School District.

Based on the proposed development plan and expected market conditions, the fiscal and economic benefits from this project are expected to include:

Construction Impacts

- 770 annual full-time equivalent construction jobs.
- $52.1 million in construction payroll, much of which will be reinvested in the local economy.
- $367 million total regional impact from construction, labor, and local spending.
- $3.1 million in revenues from sales taxes, permits and fees from construction.

Impacts from Operations

- 352,000 SF of new or significantly rehabilitated retail and office space, with $101.5 million in annual on-site retail sales.
- The redevelopment will be home to approximately 1,035 workers with an annual on-site payroll of over $48.4 million.
- 1,183 new housing units supporting over 1,000 households, which will spend an estimated $35.7 million on goods and services locally.

Public Revenues

- $388.5 million in real property value generating $5.2 million in annual property taxes:
  - $2.1 million to Athens-Clarke County
  - $3.1 million to Clarke County School District (subject to Board of Education consent).
- $8 million annually in total local sales taxes:
  - $4 million to the State of Georgia
  - $4 million to local government (ACC, SPLOST, ESPLOST, TSPLOST)

Indirect Effects

- $234 million in direct construction investment will yield nearly $305 million in regional benefits.
- $101.5 million in annual sales will yield a total of $121.8 million in regional commercial sales
- 963 regional jobs for 3 years supported by construction and 1,138 regional jobs from operations

Georgia Square Mall Redevelopment TAD Funding Application

Consistency with Athens-Clarke County's Plan and Vision

The Mall Redevelopment is consistent with the stated goals and priorities of the Athens Mall Area Redevelopment Plan, the Athens-Clarke County 2018 Comprehensive Plan, and Athens TAD Funding Goals & Priorities.

The proposed development is consistent with the stated goals and visions in the Redevelopment Plan:

- "Upon review of the subject area...there is a need for additional mixing of residential opportunities into the existing fabric" (Page 25).
- "[large scale renovation at the mall property] could infuse an auto-dominated landscape with compatible residential uses and public infrastructure allowing multiple means of transportation or visitors to park once and meet their shopping needs on foot" (Page 25).
- "Any uses imposed after development of real property should encourage a mixing of uses that allow flexibility and reduce auto-dependency" (Page 25).
- "...creating connections to the mall property and potentially an open street network would help this area function as a neighborhood..." (Page 25).
- "Housing...would benefit by being affordable for employees who choose to live and work in this area" (Page 25).

The proposed development plans to deliver a robust mix of rental and for-sale housing, including housing that meets the needs of households earning 80% of AMI, and senior housing. Additionally, the mixed-use nature of the development hopes to promote walkability and bicycling by addressing infrastructure needs that create a pedestrian-friendly environment.

The redevelopment plan established four priorities for the use of TAD funds to pay for redevelopment costs. The proposed development addresses the following TAD funding goals and priorities:

- public infrastructure needs,
- housing opportunities,
- economic development partnership opportunities, and
- Clarke County School District and youth development.

The proposed development is redeveloping a deteriorating, auto-oriented site and adding new bike and pedestrian infrastructure that will enhance safety and walkability while reducing car trips in the immediate vicinity, a central public greenspace, intersection improvements and crosswalks, and an increase in pervious surfaces and stormwater infrastructure. Additionally, the proposed development is addressing housing opportunities by allocating 10% of all rental units to be attainable for households earning 80% of AMI. Furthermore, the proposed development is adding 70,000 SF of loft office space that aims to provide opportunities for small women and minority-owned businesses. Finally, the proposed development is providing 6,100 SF of newly renovated space for the Boys and Girls Club of Athens to start their new Youth Force initiative at no cost.

The proposed development aligns with the long-range goals of the 2018 Comprehensive Plan. The proposed development addresses several goals related to land use, "place", neighborhoods, "foundation", and infrastructure.

- "Given the county's small geographic area, redevelopment should be prioritized over greenfield development as plenty of opportunity exists to improve blight along corridors and gateways, strip malls, industrial sites, and aging apartments" (Page 31).

- *"Goal:* Housing options that reflect diversity and meet the needs of the community, including housing for families and a diverse workforce. These are quality options with a variety of types, prices, and locations." (Page 28).
- *"Goal:* A vibrant and physically attractive community with a variety of places and equitable access to parks, open space, and other community gathering places. Development and redevelopment – with redevelopment as a priority – are well considered, appropriately placed, and have a positive and thoughtful economic, social, and environmental impact" (Page 32).
- *"Goal:* Our neighborhoods will be vibrant, safe, and stable places where residents interact with each other and have access to a range of diverse housing types, public spaces, and services" (Page 35).
- *"Goal:* Increased range of transportation options – including walking, biking, transit, and driving – that provide efficient, safe, affordable, and equitable access throughout the community and connect to the region and the world (through rail and air service)" (Page 46).
- *"Goal:* Well-maintained infrastructure is strategically expanded and upgraded in full consideration of environmental sustainability to unlock economic potential and help meet the needs of individuals" (Page 49).

This TAD funding request is consistent with Athens-Clarke County's TAD policies and procedures established in the Redevelopment Plan.

A) **Purposes/Uses of TAD Funds:** The Mall Redevelopment conforms with eligible uses for TAD funds including renovation, rehabilitation, reconstruction, repair or demolition of any existing building, creation or improvement of public spaces, and creation or improvement of pedestrian access and safety.

B) **Positive Local/Regional Economic Impacts:** The Mall Redevelopment will add over 1,100 new households that will support new and existing local businesses.

C) **Potential legitimate needs for TAD contributions to overcome poor development economics:** This TAD request is intended to help overcome the site's challenging economics which has stymied redevelopment for several years. This is the first TAD redevelopment proposal in Athens-Clarke County since the TAD redevelopment plan was established in 2020 and is the first project to take on the area's market challenges. The Athens Development Group has worked extensively with ACC Staff to negotiate extensive zoning, land use, and development constraints for the Mall site which, if implemented, will create a new style of higher-end development that does not currently exist in the local real estate market. The development economics to support these constraints will require more expensive development costs related to parking, structures, landscaping, public amenities, and infrastructure than is currently required on any site in the Athens Clarke-County market. Local real estate market conditions will not currently support the additional expenses; however, we all agree that the successful implementation of this redevelopment project has the potential to redefine those local economics at a higher level, both on the site itself and as a "halo effect" that will catalyze redevelopment of other underdeveloped properties in the area. Without support from the Tax Allocation District, this project will not be able to move forward as envisioned.

D) **Project Benefits and Return on Public Investment:** The Athens Development Group is investing over $333 million to the transformation of this site into a transcendent community hub for Athens-Clarke County. An investment of this scale would create additional impacts for the surrounding community and municipal government – including over 1,800 of new jobs, $8 million in sales taxes collected annually, and new opportunities for living, shopping, recreation, and entertainment. The TAD Bonds

would be secured solely by the incremental (increased) property tax revenue generated within the TAD from the redevelopment of the Mall.

Thank you for considering the Mall Redevelopment for TAD Funding through the proposed pay-go arrangements.



Mark Jennings

Founding Partner

The Leaven Group

PART III H.

Proposed use of TAD funds

Public Infrastructure		$ of TOTAL
Bike and Pedestrian Facilities and Paths. (12 ft wide multi use path around the property and also connecting to neighboring parcels. A total of 7,818 linear feet of paths will be constructed. Exhibit depicting extent of paths is attached. 160 bicycle parking spaces along with bicycle storage and repair	$6,752,281	3.56%
Parks and Greenspace. (There will be a 20 ACRE reduction of impervious surfaces)	$23,798,486	12.56%
Intersection Improvements. (3 traffic circles, pedestrian cross walks, urban street grid/intersections)	$15,283,667	8.07%
Stormwater Remediation and Facilities. (Storm facilties to bring current site to code and also help alleviate the regional stormwater issues for the surrounding properties. Detention facilities are designed to be aesthetically pleasing and incorporated into the common areas)	$17,584,491	9.28%
Common Areas and Public Spaces. (Central gathering courtyard and enhanced pedestrian experiences at retail storefronts)	$5,896,884	3.11%
Infrastructure (Paving and curb/gutter for new street grid and road layout)	$12,813,876	6.76%
Landscape/Sitework/Utility (Installation of 1,024 trees that are 2" caliper or greater. Reforestation of 24,500 sf of green space. Utility services and network brought up to current requirements)	$9,836,995	5.19%
Transit Station. Multi Modal station with on site parking for ACC bus service as well as 3 public on site bus stops	$12,441,395	6.57%
Urban/Dense apartment construction. (Premium over garden style ground level apartments include; Structured parking decks, vertical transportation, enhanced building construction code requirements.)	$62,567,990	33.02%
Affordable Housing	$20,916,144	11.04%
10% at 80% AMI		
CCSD and Youth Development	$1,610,792	0.85%
Boys and Girls Club venue		
(YouthForce pilot program. See exhibits for detail. Rent and buildout of tenant space donated. Transportation shuttle provided to area school children at no expense. Professional staff and equipment included)		

TOTAL	**$189,503,000**	**100%**

PART III H.

Proposed use of TAD funds

Public Infrastructure	
Bike and Pedestrian Facilities and Paths. (12 ft wide multi use path around the property and also connecting to neighboring parcels. A total of 7,818 linear feet of paths will be constructed. Exhibit depicting extent of paths is attached. 160 bicycle parking spaces along with bicycle storage and repair	$5,030,281
Parks and Greenspace. (There will be a 20 ACRE reduction of impervious surfaces)	$17,729,278
Intersection Improvements. (3 traffic circles, pedestrian cross walks, urban street grid/intersections)	$11,385,951
Stormwater Remediation and Facilities. (Storm facilties to bring current site to code and also help alleviate the regional stormwater issues for the surrounding properties. Detention facilities are designed to be aesthetically pleasing and incorporated into the common areas)	$13,100,007
Common Areas and Public Spaces. (Central gathering courtyard and enhanced pedestrian experiences at retail storefronts)	$4,393,031
Infrastructure (Paving and curb/gutter for new street grid and road layout)	$9,546,018
Landscape/Sitework/Utility (Installation of 1,024 trees that are 2" caliper or greater. Reforestation of 24,500 sf of green space. Utility services and network brought up to current requirements)	$7,328,316
Transit Station. Multi Modal station with on site parking for ACC bus service as well as 3 public on site bus stops	$9,268,529
Urban/Dense apartment construction. (Premium over garden style ground level apartments include; Structured parking decks, vertical transportation, enhanced building construction code requirements.)	$46,611,591
Affordable Housing	$15,582,005
10% at 80% AMI for **40 YEAR** duration	
CCSD and Youth Development	$1,200,000
Boys and Girls Club venue	
(YouthForce pilot program. See exhibits for detail. Rent and buildout of tenant space donated. Transportation shuttle provided to area school children at no expense. Professional staff and equipment included)	
SUBTOTAL	$141,175,006
Financing Cost	
Result of the TAD increment being distributed over 25-30 years	$48,327,994

TOTAL	**$189,503,000**

Attachment #5

TAX INCREMENT PROJECTION

	CONSERVATIVE	PROJECTED
Projection valuation at year 4	$427,546,837.78	$627,391,294
Projected increment	$5,237,317	$7,685,350
Assumed inflation	2%	2%

YEAR	% of increment in place	Amount of annual increment	Cumulative Increment	% of increment in place	Amount of annual increment	Cumulative Increment
0	0	$0	$0	0	$0	0
1	0	$0	$0	0	$0	0
2	43	$2,252,046	$2,252,046	43	$3,304,701	$3,304,701
3	76	$3,980,361	$6,232,407	76	$5,840,866	$9,145,567
4	100	$5,237,317	$11,469,724	100	$7,685,350	$16,830,917
5	100	$5,342,063	$16,811,788	100	$7,839,057	$24,669,974
6	100	$5,448,905	$22,260,692	100	$7,995,838	$32,665,812
7	100	$5,557,883	$27,818,575	100	$8,155,755	$40,821,567
8	100	$5,669,040	$33,487,615	100	$8,318,870	$49,140,437
9	100	$5,782,421	$39,270,036	100	$8,485,247	$57,625,684
10	100	$5,898,070	$45,168,106	100	$8,654,952	$66,280,636
11	100	$6,016,031	$51,184,137	100	$8,828,051	$75,108,688
12	100	$6,136,352	$57,320,489	100	$9,004,612	$84,113,300
13	100	$6,259,079	$63,579,567	100	$9,184,705	$93,298,005
14	100	$6,384,260	$69,963,827	100	$9,368,399	$102,666,404
15	100	$6,511,945	$76,475,773	100	$9,555,767	$112,222,170
16	100	$6,642,184	$83,117,957	100	$9,746,882	$121,969,052
17	100	$6,775,028	$89,892,985	100	$9,941,820	$131,910,872
18	100	$6,910,529	$96,803,514	100	$10,140,656	$142,051,528
19	100	$7,048,739	$103,852,253	100	$10,343,469	$152,394,997
20	100	$7,189,714	$111,041,967	100	$10,550,339	$162,945,336
21	100	$7,333,508	$118,375,475	100	$10,761,345	$173,706,681
22	100	$7,480,178	$125,855,653	100	$10,976,572	$184,683,254
23	100	$7,629,782	$133,485,435	100	$11,196,104	$195,879,357
24	100	$7,782,378	$141,267,813	100	$11,420,026	$207,299,383
25	100	$7,938,025	$149,205,838	100	$11,648,426	$218,947,810
26	100	$8,096,786	$157,302,623	100	$11,881,395	$230,829,205
27	100	$8,258,721	$165,561,345	100	$12,119,023	$242,948,227
28	100	$8,423,896	$173,985,240	100	$12,361,403	$255,309,630
29	100	$8,592,374	$182,577,614	100	$12,608,631	$267,918,262
30	100	$8,764,221	$191,341,835	100	$12,860,804	$280,779,066

*Cumulative amount to city at end of year 30 $91,276,065.66 189,503,000

UPDATED STAFF REPORT
APPLICATION FOR TAD FINANCING BY THE LEAVEN GROUP
3700, 3706, 3708 & 3710 ATLANTA HIGHWAY
FEBRUARY 17, 2023

GENERAL INFORMATION

I.THE REQUEST

AMOUNT REQUESTED……..29% of the Total Project Value, Capped at $189,503,000
FINANCING OPTION REQUESTED……..……..…...……Pay As You Go
TERM LENGTH OF FINANCING REQUESTED…...……30 Years
APPLICANT…….……....Brian Lu, the Leaven Group
APPLICABLE TAD DISTRICT……..……...……TAD #1: Mall Area
LOCATION……3700, 3706, 3708 & 3710 Atlanta Highway
SIZE OF TAD INCREMENT AREA…….....74.8 Acres
PROPOSED USES……..Residential, Commercial and Office Mixed Use
TAX MAP NUMBERS.….073 016; 073 016F; 073 016J; 073 016K; 073 016S; 073 016T

EVALUATION OF PROPOSED FUNDING REQUEST

I.ELIGIBILITY OF TAD FUNDS REQUESTED, PER GA REDEVELOPMENT POWERS LAW

- Unfortunately, at this time, we are unable to specifically say which TAD funding requests are eligible per GA Redevelopment Powers Law due to the lack of information that has been provided by the developer. To mitigate this, our TAD Attorney, Dan McRae, will be drafting a Community Benefits Agreement that outlines in detail, a Redevelopment Verification Agent must approve all expenses as eligible expenses per GA Redevelopment Powers Law before those expenses will be reimbursed.

II.PROJECT READINESS AND FINANCIAL FEASIBILITY

- The TAD Funding Request is for 29% of the sum of the Project's all-in, horizontal costs, plus the aggregate value of the private, vertical improvements, capped at $189,503,000.
    - TADs are most commonly used for gap financing, meaning 15% or less, for projects (Please see table below). However, most policies, including ACCGov's, allow for a greater request if the project is considered a large redevelopment project that has a significant public benefit and can be supported through the generation of sufficient tax allocation increments.

    - From the financial evaluation that was conducted by SMC Terminus Group, some inconsistency exists in the calculated percentage requested. Based on SMC Terminus Group's estimated total project costs ($474,872,859) the requested reimbursed costs make up 39.91% of the total project cost, rather than the stated 29%. Secondly, based on the estimated project taxable value, the requested reimbursed costs make up 44.24% of the total taxable value.
- The request is for pay-go funding over a 30-year time span, which is a long period of commitment compared to other projects across the state (Please see table below). The Mall TAD is due to sunset 18 years from now, in 2040.
    - As a local point of comparison, incentive periods for industrial development projects that include substantial capital investment as well as the creation of above-average paying, fully benefitted jobs do not exceed 20 years, and in more recent years, even shorter periods.

TAD in Georgia	**Max % TAD Funding Available**	**Max Period for Pay-Go Funding**
Invest Atlanta	10% of total eligible costs subject to underwriting and feasibility analysis (increase possible with additional affordable units or deeper levels of affordability)	Not Defined
City of Decatur	15% of redevelopment costs	25 years
City of Douglasville	15% of total project costs	25 years
Columbus Consolidated Government	15% of total estimated project development costs, excluding capitalized interest Approval of TAD funds in excess of 15% would require special consideration by the CCG Council in limited circumstances and if said funds are available in a given TAD. This limitation shall not apply to infrastructure projects which are funded independently of TAD assistance or to large redevelopment projects that have a significant public benefit, but require, and can support through the generation of sufficient tax allocation increments, a greater degree of TAD assistance.	25 years
Gwinnett County	15% of total estimated project development value, excluding capitalized interest The 15% limitation shall not apply to infrastructure projects which are funded independently of TAD assistance or to large redevelopment projects that have a significant public benefit but require, and can support through the generation of sufficient Tax Allocation Increments, a greater degree of TAD assistance.	25 years

- The financing structure and funding sources for the proposed development are not clear, making it difficult to determine whether the project has sufficient upfront capital and private financial support to complete all proposed phases of the project so the increment can fully be generated.

III. TAX GENERATION

- From current county tax records, the parcels listed in the application have a current market value of $25,091,105, which gives an assessed value of $10,036,442. This assessed value provides the county and school system collectively a total of $314,612.08 in property taxes per year. A 3rd party consultant has evaluated the proposed development and projects that it will generate a TAD increment of $5,465,434.75 once everything is built. Based on this calculation, the project will only generate enough increment to cover to amount requested if the development sees a 2.50% growth rate each year. Anything less than a 2.50% growth will not generate enough increment.

IV. DEVELOPER QUALIFICATIONS AND EXPERIENCE

- Staff has been unable to identify other similar projects completed by this project team as a whole (Leaven Group, Athens Construction Group, W & A Engineering) as a means to determine appropriate experience with these types of large-scale mixed use projects.

V.SCHOOL IMPACT AND STUDENT POPULATION

- From ACCGov's contracted, 3rd party school-impact analysis, it is estimated that this project will generate 221 new students to the schools zoned for this development. Using CCSD's reported per pupil expenditure of annual local taxes ($7,354), the annual monetary impact to the school is $1,625,234.
    - (221 students * $7,354=$1,625,234).

VI.HOUSING CREATION

- Proposed Development - Market-Rate Housing: 1,188 total residential units
    - For-Sale Market-Rate Townhomes: 202 Units
    - Market-Rate Multifamily: 816 Units
    - Market-Rate Active Adult Multifamily: 170 Units
- Proposed Development - Affordable Housing:
    - Mayor & Commission affordable housing goal set for TADs is 20% of all multifamily units at 80% AMI.
        - 20% of total 986 units = 198 affordable units
    - The developer proposes 10% of affordable housing at 80% AMI = 99 units

# Bedrooms	# Affordable Units Proposed	
Studio	11	11
1 Bedroom	53	53 total bedrooms
2 Bedroom	29	58 total bedrooms
3 Bedroom	6	18 total bedrooms
TOTAL	**99 total units**	**140 total bedrooms**

- As context, from 2018-2022 Athens-Clarke County has permitted and/or reviewed 8,615 units (18,178 bedrooms) for multi-family development.
    - In this time frame, North Athens Downtown Redevelopment is the only multi-family development to have received public support.
    - ⅔ of the units in Phase I of the North Athens Downtown Redevelopment are affordable for those households at 60% AMI and below.

VII.JOB CREATION AND WAGES

- Number of Jobs:
    - 1,035: Estimated # full-time jobs to be created by development, according to developer's 3rd party economic analysis.
    - 350: Estimated # full-time jobs to be created by development, according to 3rd party economic analysis conducted for ACCGov, based upon the types of space and square footages provided by the developer.
- Types of Jobs to Be Created:
    - Many of the jobs to be created by this development will be in the retail and restaurant sector, which may not pay above-average wages and are typically part-time, non-benefited.
        - $35,592: Retail average wage in Athens-Clarke County
        - 11.8% of ACC population currently employed in retail sector
        - $21,289: Food & Beverage average wage in Athens-Clarke County
        - 11.1% of ACC population currently employed in food & beverage
            - Data Source: https://investathensga.com/regional-data/industries/

VIII. OTHER COMMUNITY REVITALIZATION IMPACTS

- An ACCGov Transit Facility will be constructed on-site, which will allow residents of the development to have easy access to affordable transportation and reduce vehicles on site. Additionally, it will serve as a transfer facility for transit operations.
- A 12 ft. wide multi-use trail will be constructed around the development, which is a part of the total 7,818 linear feet of paths within the development.
- Reducing almost 20 acres of impervious surface to create more open greenspace.
- Revitalizing a less-than-full tenancy mall that currently only has one anchor tenant by creating 352,000 square feet of commercial space, of which 70,000 is office space.

CURRENT TIMELINE

Date	
1/31/23	Mayor & Commission Work Session – Detailed Information on Application and Community Benefits Agreement
2/3/23 2/7/23	Mall Area Redevelopment Committee (MARC) Met to Discuss Application & Tabled Application Pending Community Benefits Agreement
2/7/23	Mayor & Commission Voting Meeting-Tabled Vote Pending MARC Vote on Community Benefits Agreement
2/20/23	Mall Area Redevelopment Committee (MARC) Meets to Discuss Community Benefits Agreement
2/20/23	Clarke County School Board Votes on Amended Intergovernmental Agreement Extending out School Participation Length
2/21/23	Mall Area Redevelopment Committee (MARC) Meets to Vote on Community Benefits Agreement
2/21/23	Mayor & Commission Special Called Voting Meeting-Vote on Community Benefits Agreement

Attachment #7

Georgia Square Mall TAD

Financial Analysis and School Enrollment Estimate:

The Leaven Group

FINAL REPORT

Prepared for:

Unified Government of Athens-Clarke County
Athens, Georgia

January 4, 2023

economic impact group

TABLE OF CONTENTS

OVERVIEW 2

PROPOSED USE OF FUNDS: 2

CURRENT VALUE 3

PROJECT BUDGET 3

SOURCE OF FUNDS 3

CONFORMANCE OF APPLICATION WITH ATHENS-CLARKE TAD GUIDELINES 3

Purposes/Uses of TAD Financing: Partial 3

Tax Increment Generated by the Project: No – Insufficient Tax Increment 4

Project Economics/Financial Need ("But for"): 6

Community Benefits: Very Positive 6

SUMMARY 6

SCHOOL ENROLLMENT 8

Overview

The Leaven Group, LLC, with Brian Lu and Mark Jennings as Founding Partners, has applied for Tax Allocation District (TAD) funding from Athens-Clarke County Mall Area Tax Allocation District, TAD #1. The applicant is requesting $141,175,007 in TAD funding for this project.

Proposed Use of Funds:

The TAD funds are being requested to help in the development of a mixed-use community that will include retail, residential, and office space in a "pedestrian-friendly" environment. The project will include central greenspace, sustainable stormwater infrastructure, and a new tree canopy. The current site is a largely vacant mall located on Atlanta Highway near State Route 10. Specifically, the applicant is requesting TAD funds for the following improvements:

Table 1: Itemized TAD Funding Request	
Bike & pedestrian paths	$5,030,281
Parks & greenspace	$17,729,278
Intersection improvements	$11,385,951
Stormwater remediation & facilities	$13,100,007
Common areas	$4,393,031
New paving & curb/gutter streets	$9,546,018
Landscaping/sitework/utility	$7,328,316
Transit station	$9,268,529
Urban/dense apartments	$46,611,591
Affordable housing	$15,582,005
CCSD and youth development	$1,200,000
Total TAD Funding Request:	**$141,175,007**
Total Project Construction Budget:	$474,846,158
% TAD Funding Request of Budget:	29.7%
Developer Equity:	$72,505,771
% Developer Equity of Budget:	15.3%

Current Value

According to county tax records, the site has a current market value of $25,091,105, with an assessed value (40%) of $10,036,442. Total property taxes (including the schools) are a little over $320,000 per year.

Project Budget

The Leaven Group, LLC is proposing "a mixed-use district that includes townhomes, multifamily apartments, active adult apartments, a retrofitted portion of the Georgia Square Mall with retail and office, a new retail village, and a central green space." The project will incorporate the one remaining retail tenant. In total, the "The commercial component will include 352,000 square feet of commercial space, including remodeled existing buildings with 190,000 square feet of retail space and 70,000 square feet of office space, as well as a newly constructed retail core with 92,000 square feet of retail space." In total, the proposed construction budget is $474,846,158.

Source of Funds

The project will be financed through a combination of developer equity of $72,505,771 (15.3%); proposed TAD funding of $141,175,007 (29.7%); and a construction loan for the balance (55.0%).

Conformance of Application with Athens-Clarke TAD Guidelines

According to the Athens-Clarke County Unified Government (ACCGov) TAD Funding Policies & Procedures, projects should be evaluated in terms of four factors:[1]

1. The purposes/uses for TAD financing and the consistency of those purposes with the Redevelopment Powers Law and ACCGov redevelopment objectives;
2. The overall amount and timing of the tax increment to be generated by the proposed project;
3. The Applicant's demonstrated financial need for TAD Assistance based on standard proforma evaluation criteria (i.e., the "but for" test); and
4. Resulting project community benefits and return on the public's investment.

Purposes/Uses of TAD Financing: Partial

Of the 11 listed items for TAD funding, 8 are clearly eligible for TAD funding under the ACCGov Purposes/Uses of TAD Financing as defined in their Policy Guidelines for Evaluating Requests. These eligible purposes include:

1. Public works and facilities;

[1] *Athens-Clarke County Unified Government Tax Allocation District (TAD) Funding Policies and Procedures*, Attachment A, p. 6.

2. Telecommunications infrastructure;
3. Street/streetscape improvements;
4. Parks and open space amenities;
5. Transit facilities and public parking structures;
6. Pedestrian access and safety improvements;
7. Site preparation; and
8. Capital costs of any business, commercial or industrial building, or facility.

It is unclear how the request for $46.6M in "urban/dense apartment construction"; the request for $15.6M in "affordable housing"; or the request for $1.2M for a YouthForce pilot program meet these eligible purposes/uses. These three items alone represent $63.4M, or 44.9% of the total TAD funding request.

However, while not included as an "eligible purpose," both "urban/dense apartment construction" and "affordable housing" could be included under the "Community Benefits" section of the Policy Guidelines and would qualify under the Redevelopment Powers Law (O.C.G.A. 36-44-3(5)). Even so, it would be a stretch to include the YouthForce pilot program as qualifying under any part of the Policy Guidelines or the Redevelopment Powers Law.

Tax Increment Generated by the Project: No

According to ACCGov's TAD Funding Policies & Procedures, any private project that receives a TAD contribution should be "self-financing" to the extent possible. In this context, "self-financing" means that "the project generates sufficient future property tax increment to pay back the associated debt service obligations incurred as a result of issuing a TAD bond." [2]

As previously mentioned, the applicant is requesting $141.2M in TAD funding over 27 years. According to information provided by Athens-Clarke County, the future market value of the fully developed project is expected to be $627,391,294 with an assessed value (40%) of 250,956,518. As can be seen in Table 2, this new value would generate a tax increment of $7.7M annually (including schools).

That increment is not sufficient to support the debt service of a TAD bond needed to cover the funding request. Assuming 27-year debt, at 7.0% interest, and $20,000 of issuance cost, the tax increment would only support $69.7M in net proceeds, or 49.4% of the funding request. Increasing the length of the debt to 30 years with the same assumptions provides only $71.9M in net proceeds, or 50.9% of the requested funding (Table 2). As such, the project is not "self-financing" as defined in ACCGov's TAD Funding Policies& Procedures.

[2] *Athens-Clarke County Unified Government Tax Allocation District (TAD) Funding Policies and Procedures*, Attachment A, p. 6.

On a "pay-as-you-go" basis, over 27 years (using a 10% buffer) the property would generate $186.8M, or 132.3% of the funding request. However, according to the applicant's pro-forma, the funds are needed in the first few years of the development and waiting 27 years on a pay-as-you-go basis is not feasible.

Table 2: Georgia Square Mall – The Leaven Group
Analysis of Project Support for TAD Request

Amount of TAD funding requested:	$141,175,007
A. Potential Property Taxes: improvement	$8,005,513
B. Current Property Taxes:	$320,162
Incremental Property Tax (A-B):	**$7,685,350**
Pay-as-you-go	
27-year rebate of incremental taxes:	$207,504,461
% of request self-supporting	147.0%
27-year rebate of 90% of incremental taxes:	$186,754,015
% of request self-supporting	132.3%
Debt Financed	
27-year debt at 7.0% (net proceeds):	$69,716,912
% of request self-supporting	49.4%
30-year debt at 7.0% (net proceeds):	$71,889,050
% of request self-supporting	50.9%

Totals may not add due to rounding.

Further, ACCGov's TAD Funding Policies & Procedures says that "the total amount of TAD financing shall not exceed 15% of the total estimated project value."[3] The request here is nearly double that (29.7%). The policy does provide an exemption to that requirement for "large redevelopment projects," but even then, they must be able to support the additional assistance through the generation of "sufficient tax allocation increments." As demonstrated above, this project will do that only on a pay-as-you-go

[3] *Athens-Clarke County Unified Government Tax Allocation District (TAD) Funding Policies and Procedures*, Attachment A, p. 8.

basis. In addition, compared to most TAD projects, 29.7% is high…frankly, very high. It is surprising that the request isn't closer to 15% with a subordinate debt piece also in the 15% range. This would cut the TAD funding request in half and make it between the senior and subordinate in the capital stack and therefore have less of a risk profile.

Project Economics/Financial Need ("But for"): Unclear

The applicant has prepared an application indicating that their weighted average return on capital (ROC) for the residential portion of the development without the TAD is significant (4.85%). With the TAD the ROC reported in the application is even higher. With the information provided here, it is not clear how this is being calculated and what is being compared in the provided documents. For example, is the ROC the return on capital (including senior debt) while the IRR is the return on just the equity? It isn't clear. That said, the expected IRR on an equity investment for these projects could easily be in the high teens and it isn't surprising to see them over 20%. The ones reported here are in that range, but again, it isn't clear exactly what is being compared. One would need to see the actual model to be able to evaluate this criterion.

Community Benefits: Very Positive

The redevelopment of the current Georgia Square Mall and the investment of nearly half a billion dollars will have a very positive impact, not only on the site, but in the surrounding area as well. With a robust mix of rental and for-sale housing (including housing options that meet the needs of households earning 80% of AMI, as well as senior housing) the development will provide expanded residential opportunities in this area of Athens. In addition, the development promotes walkability, and a pedestrian-friendly environment, which is a goal of the Redevelopment Plan.

Summary

- The project would redevelop the deteriorating, largely vacant Georgia Square Mall and increase the value by more than $600M.
- The project would create 1,198 new rental and for-sale residential units, including affordable and senior housing options.
- The project is requesting $141,175,007 in TAD funding which represents 29.7% of the project cost which is nearly double the amount allowed in the ACCGov's TAD Funding Policies & Procedures.
- The project is not self-financing using debt financing.
- It is unclear if the project has demonstrated that it would not be financially feasible without TAD financing.
- The project would have a very positive impact on the area and meets the goals set forth in the redevelopment plan.

- Recommendation: Consider approval of the TAD request, **but only at a level that is self-supporting by the new development**. That would mean lowering the requested TAD funding amount by half and increasing the level of developer equity and/or construction loan financing.

Table 3: Summary of Potential TAD Financing for Georgia Square Mall – The Leaven Group

Estimated TAD Potential			**Market Value (100%)**	**Assessed Value (40%)**
New Developed Value			$627,391,294	$250,956,518
Existing Value of Site			$25,091,105	$10,036,442
Incremental Assessed Value			$602,300,189	$240,920,076
M&O Millage Rates				
A. Athens-Clarke County	13.100	Incremental Tax:		$3,156,053
B. Athens-Clarke County Schools	18.800			$4,529,297
		Total Incremental Property Tax:		**$7,685,350**
TAD Financing				
Pay-as-you-go for 27 years:				$207,504,461
Pay-as-you-go for 27 years @ 90%:				$186,754,015
Debt Finance:				
A. Property Tax Increment financed at 120% debt coverage ratio:				$6,404,459
27-year loan at 7.0%				$77,834,663
Capitalized interest – 18 months				$8,097,751
Issuance costs (est.)				$20,000
		Net Proceeds:		**$69,716,912**
B. Property Tax Increment financed at 120% debt coverage ratio:				$6,404,459
30-year loan at 7.0%				$80,219,884
Capitalized interest – 18 months				$8,310,834
Issuance costs (est.)				$20,000
		Net Proceeds:		**$71,889,050**

Totals may not add due to rounding.

School Enrollment

There are two elements that drive new enrollment in the schools − (1) an estimate of new students from the residential redevelopment, and (2) an estimate of new students from new jobs in the commercial redevelopment.

In the case of the first, the project contains a total of 1,198 new residential units – 212 owner-occupied and 986 rental units. (These numbers come from Part III, section C "Residential Detail" of the application. However, in Part III section B they report only 1,183, and in their cover letter, they report 1,188 residential units.) Of these, 638 are either studio or 1-bedroom units with minimal impact on the school system. Another 313 are 2-bedroom units; 161 are 3-bedroom units; and 86 have 4 or more bedrooms. (170 of these multi-bedroom units are "active adult" units which have no impact on the schools. These were deducted from the 2-bedroom units for purposes of estimating school enrollment.) In total, the new residential units are estimated to generate 187 new students (Table 4).

In addition, background growth within the TAD from new commercial development will generate new households in Athens-Clarke, which will, in turn, increase school enrollment. Based on the proposed square feet of the new retail and office space, it is estimated that there will be 350 new jobs in the development[4]. (This is substantially less than the 1,035 provided in the application and is based on average employment per square foot by building type.) Given the commuting patterns for Athens-Clarke, this level of new employment is expected to create 55 new local households, and another 34 students in the school system. In total, the project as proposed is expected to generate 221 new students in the public school system (Table 4).

[4] U.S. Energy Information Administration, Office of Energy Consumption and Efficiency Statistics, Form EIA-871A of the 2018 Commercial Buildings Energy Consumption Survey. Tables B-1 and B-2. Data released September 2021.

Table 4: Estimated New Public-School Enrollment The Leaven Group Project					
	Units	**Resident Multiplier**	**Estimated New Population**	**School-Aged Children Multiplier[5]**	**Estimated School-Aged Children**
Residential – Rental					
1-BR/Studio	638	1.44	919	0.07	45
2-BR/Active	170	1.30	221	0.00	0
2-Bedroom	122	1.89	231	0.17	21
3-Bedroom	56	2.76	155	0.46	26
Residential – Owner					
Townhomes	212	1.77	375	0.452	96
Project Housing Totals:	**1,198**		**1,900**		**187**
Housing change driven by new jobs:	55	2.41	133	0.624	34
Total Project Impacts:	**1,253**		**2,033**		**221**

[5] "One Public School Child for Every Three Homes, Special Studies," Na Zhao author, NAHB Economics and Housing Policy Group, May 1, 2020

Attachment #8

Date: 1/17/2023

To: ACC Mall TAD Advisory Committee

From: Michael Seibert

Subject: Recusal – TAD Application Discussion & Recommendation

This is to notify you that because I may be seen to have a conflict of interest in matters affecting the Mall Area Tax Allocation District redevelopment, I understand that I may not participate in any way as a committee member in any matters regarding the proposal submitted to our TAD Advisory Committee.

My business, The Sign Brothers, LLC, focuses its outbound sales efforts to Multifamily Housing (MFH) Developers / Owners. I have concerns that these relationships would influence my recommendations to the TAD Committee.

By copy of this memorandum, I am requesting that Caitlin Dye, Ilka McConnell, or any other designated staff person providing administrative assistance ensure that I am screened from any information or communications on any such matters and that I do not receive materials related to the developer's proposal.

I understand that this recusal will remain in effect until the committee's work with this proposal is complete, and I will reassess my participation in future meetings once this proposal is complete. If you have any questions or concerns, please let me know.

Sincerely,

Michael Seibert
Co-Owner, Member
The Sign Brothers, LLC

Attachment #9

Mayor & Commission, and members of ACC MARC,

It is our opinion as the Mall Area TAD committee, to unanimously recommend to move forward with approval of this project.

First and foremost, the committee fully understands the size of this request is substantial. With that said, this project will take an aging, largely vacated facility, and will completely revitalize not only the immediate space, but also the surrounding West-Athens community and add to the tax register. The committee agrees that extensive measures were considered, and will be taken, to include Public Works recommendations to include the areas of infrastructure, housing opportunity, youth development and economic development. These, in more depth, are listed below.

INFRASTRUCTURE:

- The current communities around the mall would benefit from the stormwater remediation. The retention pond built when the mall was built is broken, overgrown and no longer serving the need for the increased population. The proposed increased expansion would bring this to current codes. In addition, stormwater includes an excess capacity to include stormwater for adjacent properties.
- The intersection improvements with the three traffic circles will help to control the flow of cars at three intersections which currently experience near misses in these sometimes-congested entrances.
- Residents in the surrounding communities use the mall access roads to avoid getting onto Atlanta Highway. Currently, there are residents in the surrounding communities that use the mall area to walk and exercise. Having pedestrian crosswalks and elevated areas to cross over the roads will slow down the speed of the traffic.
- The transit station is needed and could help to further service areas which currently have no access to public transportation (i.e.: Stonehenge, Caterpillar area). It will be created by Athens Clarke County and the funds allocated on the request will be given to Transit to build their facility on the property.
- A bike and pedestrian path would benefit the community, as currently the mall is a destination for the surrounding community residents to walk. A designated path, separated from traffic lanes with trees and other barriers will make it safer for the pedestrians and bikers.
- The proposed increase of greenspace would improve the aesthetics of Atlanta Highway and bring current residents together to enjoy the amenities such as a playground and dog park.
- The intersection improvements appear to be addressed in two areas. The traffic circles, cross walks and street grid/intersection with a proposed $15,283,667 and paving and curb/gutter for new street grid and layout for $12,813,876.

- The development provides a holistic and multi-faceted brand experience, and each component plays an integrated role in the delivery of that experience, providing a forum for community-building neighborhood and family gathering.
- The infrastructure provides a competitive point of difference to retail expansion in Oconee County that is channeling retail dollars out of Athens-Clarke County.

HOUSING OPPORTUNITY

- This development has agreed to provide 10% of its units for affordable housing, half of the target 20%. However, they are accommodating our request further by offering 10% of its units for 40 years instead of 20.
- This area's most recent AMI is $82,000; much higher than surrounding areas.
- Housing will be tailored for families, without the standard bed/bath parity that is typically associated with student housing. They will also not exceed three-bedroom units, where student housing standards are usually four bedroom.
- Athens-Clarke County and the MSA are currently experiencing a housing shortage and the development provides critical housing options critical to address the expansion of trade and service jobs expanding in the area.
- The senior housing component addresses a critical shortage of options for aging Baby Boomers who are also growing in the Athens-Clarke County Region (10% of this senior housing is included in their affordable housing allotment.)

YOUTH DEVELOPMENT

- A 6,100 square foot, customized space has been provided for the Boys and Girls Club of Athens, which provides a forum for youth development. If this is approved, they will be able to rent for a nominal fee ($100 annually) for 30 years, or the length of term of this TAD agreement.
- The housing in this development is estimated to bring an additional 221 children to CCSD. One concern is the length of time of the proposed TAD Agreement and removing the education tax from this area. However, these students will be zoned to Cleveland Rd Elementary, which has historically been underutilized.
- The expanded retail, grounds and operations provide job options for older teens in the area.

ECONOMIC DEVELOPMENT

- By providing a competitive shopping center inside of ACC, it should retain some lost sales tax and LOST/eSPLOST/TSPLOST/ SPLOST tax inside the community.
- There is no doubt that a development of this quality will bring additional value to the surrounding properties and therefore increasing the tax digest.
- Developers are local and have brought in local engineers. This will allow decisions and jobs to remain local and locally focused.

- The development brings jobs during both the construction-development phase and then expand with long-term operations and retail jobs.
- This provides an opportunity for residents to work and live in the same development.
- The proposed cost of the housing does not appear to be conducive for someone to rent an apartment and work as a server.
- The standard renter of a 3 bedroom will be paying $2,600 in rent- requiring an approximate household income of $62,400.
- The economic betterment creates the opportunity for new property and sales taxes.
- The development provides a catalyst for further TAD allocation district improvement and growth.
- Planned dynamics related to women-owned and minority-owned businesses support opportunity and future-wave economic development.
- Planned co-working space addresses a post pandemic operational model impacting metro Atlanta and satellite areas like ACC.

Sincerely,

Jennifer Zwirn, Acting Chair

Mark Kooyman, Secretary

Vincent Jolly, Sr.

Denise Ricks

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT RELATED TO THE MALL AREA TAD

This First Amendment to Intergovernmental Agreement related to the Mall Area TAD (the "First Amendment") is made and entered into as of the ___ day of _____, 2023, (the "Effective Date") by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA (the "County") and the CLARKE COUNTY SCHOOL DISTRICT (the "School District").

RECITALS:

WHEREAS, the County and the School District have previously entered into that Intergovernmental Agreement dated as of September 27, 2021, (the "Agreement") related to the Mall Area TAD; and

WHEREAS, Section 3.1 of Article III of the Agreement sets forth the term of the Agreement; and

WHEREAS, the County and the School District desire to amend Subsection (i) of Section 3.1 of Article III of the Agreement so as change the date set forth in Subsection (i) from "December 31, 2040" to "August 30, 2053";

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the School District, intending to be legally bound, hereby agree as follows:

1. Subsection (i) of Section 3.1 of Article III of the Agreement is hereby amended by deleting "December 31, 2040" and replacing it with "August 30, 2053" conditioned upon the Mayor and Commission approving the Community Benefits Agreement for the Mall Area Redevelopment Project and the Planned Development ("PD") for the Mall Area Redevelopment Project on Tuesday, March 7, 2023, and conditioned upon all of the following elements being satisfied:

a. On or before March 7, 2023, the County approves a Community Benefits Agreement ("CBA") with The Leaven Group LLC ("Developer").

b. Said CBA contains substantially the following provisions:

(i) Developer will build out and create 6,100 square feet of newly renovated mall space, which will be leased to the Boys and Girls Club of Athens to kick start their Youth Force initiative at no cost; provided that if the Boys and Girls Club of Athens does not occupy such space, Developer shall promptly notify and provide Athens Community Career Academy (ACCA)

a first right of refusal, and CCSD a second right of refusal to enter into a lease for such space, which first right of refusal shall remain available for exercise by ACCA for no more than 45 (forty-five) days after the date of receipt of the related notice and which second right of refusal shall remain available for exercise by CCSD for no more than 45 (forty-five) days after the date of receipt of the related notice. Such lease shall be coterminous with the remaining Term unless otherwise approved by ACC. In connection therewith, Developer will work on an educational partnership with CCSD to identify students to participate in the programming at this facility. For the avoidance of doubt, CCSD shall not be responsible for any obligations of the Boys and Girls Club or ACCA, as applicable. Such leased space is a part of Phase 1A and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A.

(ii) As part of this educational partnership with CCSD, Developer will make greenspace on the Site available to CCSD, subject to customary scheduling and notice requirements, for enhanced programming correlated to CCSD's arts and music departments, including, without limitation, programming which showcases the visual arts, the performing arts (e.g., plays and dance), jazz and concert band performances through the complimentary use of the performing arts stage located in the central park located on the Site. Such greenspace is a part of Phase 1A's Horizontal Infrastructure and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A.

(iii) Developer will also encourage its contractors and subcontractors to grant internships to CCSD students, including but not limited to an internship program in partnership with the Athens Community Career Academy (ACCA) focused primarily on providing employment opportunities for graduating CCSD students and recent CCSD graduates.

(iv) Developer will provide 4,000 square feet of existing mall space for use as a daycare, Montessori school, early education, pre-school or other education programming, or after school facility that benefits ACC school children, at the discretion of CCSD (the "Education Center"). Such Education Center is a part of Phase 1A and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A. The Education Center will be leased to an operator of the Education Center for the Term at a base rental of $100/year, provided, however, that if no qualified operator has entered into a lease within 5 years, this commitment lapses and the space goes back to the Developer. Similarly, the space goes back to the Developer if at any time the space ceases to be used as an Education Center for a period of one year or more. Developer will make commercially reasonable efforts to assist the operator in complying with applicable licensing and permitting requirements and pay the cost of buildout in the space up to $50 per square foot; provided that the operator will be responsible for any costs over and above that amount. The operator will also be required to (i) comply with, as applicable, Rule 290-2-2-.12 of the Rules and Regulations of the State of Georgia or any successor rule and all other laws and regulations governing the operation of such facility and (ii) pay a customary

share of common area maintenance (CAM), taxes, charges and assessments, utilities, and other common area expenses, the same as other tenants.

(v) Developer will offer to rent Affordable Housing Units to employees of CCSD on a basis that, to the extent legally permissible, affords such employees a priority thereto.

(vi) Developer shall set aside and reserve ten percent (10%) of the total multifamily residential units located in the Project (no fewer than 99 units) as affordable housing units for twenty (20) year, for Income Eligible Residents earning in the aggregate no more than sixty percent (60%) of AMI. The affordable housing units shall be similar in construction and appearance (e.g., square footage, type of appliances, materials used for countertops, flooring, etc.) to the market rate units of the Project and shall be interspersed throughout the Project.

(viii) Developer will use best efforts to afford minority and female business enterprises ("MFBE" or "MFBEs") the opportunity to participate in each Phase of business opportunities that relate to the acquisition, design and construction of the Project, including hosting a pre-construction job opportunity fair, soliciting MFBE bid participation and advertising in the local newspaper of general circulation, conduct promotional campaign to alert the area of the job opportunities, planning hiring fairs and interview days, and ensuring that all bids are accepted and considered, provided that bid selections shall be based on qualifications and comparative pricing. "Best efforts" shall mean that Developer will consider all competitive proposals, sub-bids, and quotations received from MFBEs. When a contract or subcontract is not awarded to an MFBE submitting the most competitive bid, Developer must document the reason(s) the award was not made and substantiate that documentation in writing. If Developer terminates an agreement and/or subcontract with an MFBE, Developer will be required to adhere to these provisions in the selection of the replacement for that MFBE. Developer shall not discriminate on the basis of race, color, national origin, or sex when soliciting bids for the acquisition, design and construction of the Project.

(ix) Developer will convert a significant portion of the remaining, second floor of the mall (approximately 81,000 square feet) into loft office-type space, 14,490 square feet of which shall be reserved as affordable commercial space for small, minority, and women-owned businesses (S/M/WBEs) for a period of three (3) years after a certificate of occupancy (CO) is issued for such space to ensure S/M/WBE participation in the resurgence of the mall and the surrounding area. If occupied by an S/M/WBE, rent shall be charged on a per square foot basis commensurate with that certain Shopping Center Lease, dated as of May 24, 2002, between ACC, acting through its Department of Police Services, and KDI Athens Mall, LLC, a Georgia limited liability company, successor to Georgia Square Partnership, a Georgia limited partnership, as amended by that certain First Amendment of Lease, dated November 23, 2015 and that certain Second Amendment of Lease, dated September 20, 2022 (collectively, the "Police and Wellness Center Lease"). If at any time after leasing, any such space is vacated and cannot be reasonably

leased to a S/M/WBE within 12 months, then such space may be leased to a market rate tenant. Such office component is a part of Phase 1A and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A.

c. On or before March 7, 2023, Developer executes the Waiver and Release attached hereto as Exhibit "A."

d. On or before March 7, 2023, Developer executes the Waiver and Release attached hereto as Exhibit "B."

2. Except as amended hereby, all of the provisions of the Agreement shall remain of full force and effect.

IN WITNESS WHEREOF, the County and the School District have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

_____

Mayor

_____

Clerk of Commission [SEAL]

CLARKE COUNTY SCHOOL DISTRICT

_____

Dr. LaKeisha Gantt, Board President

_____

Dr. Robbie P. Hooker, Superintendent and Secretary

EXHIBIT A

WAIVER AND RELEASE

This WAIVER AND RELEASE (this "**Waiver and Release**"), dated as of _____, 2023, is entered into by and between **THE LEAVEN GROUP LLC,** a Georgia limited liability company (the "**Developer**"), and the **CLARKE COUNTY SCHOOL DISTRICT** (the "**School District**").

RECITALS

WHEREAS, the Developer and the Unified Government of Athens-Clarke County, Georgia (the "**County**") have entered into the Community Benefits Agreement, dated _____, 2023 (the "**CBA**"), relating to the mixed-use redevelopment of the Georgia Square Mall (the "**Project**"); and

WHEREAS, the School District is not a party to the CBA and has limited third party beneficiary rights thereunder to enforce the public benefits negotiated for the benefit of the School District; and

WHEREAS, representatives of the School District served on the joint committee composed of designated members of the Board of Education of the School District and the County's Mayor and Commission (the "**MARC**") formed by the County for the purpose of reviewing the CBA and making a recommendation to the County in respect of the propriety of approving or disapproving the CBA;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. The Developer, on behalf of itself and its affiliates, assigns, representatives and agents, if any, hereby covenants not to sue and fully and completely releases the School District, along with its officials, directors, agents, employees, officers and representatives (collectively, the "Released Parties"), of and from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown, which the Developer has or might claim to have against the Released Parties in connection with any transaction, action or omission that occurred or failed to occur in connection with the approval or disapproval of the CBA.

2. The unenforceability or invalidity of any provision in this Waiver and Release shall not affect the enforceability or validity of any remaining provisions in this Waiver and Release, which shall be interpreted and construed to fully carry out the intention of the parties. In the event a court of competent jurisdiction finds any provision (or subpart thereof) to be illegal or unenforceable, the parties agree that the court shall be authorized and instructed to rewrite or modify the provision(s) (or subpart(s) thereof) to make the provision(s) (or subpart(s) thereof) and this Waiver and Release valid and enforceable. The provisions contained in this Waiver and Release shall be construed as provisions independent of each other or any other contract between the parties hereto and any illegal or unenforceable provision (or subpart thereof) shall otherwise be severable and shall not affect the validity of the remainder of such provision and any other provision of this Waiver and Release.

3. The parties hereto acknowledge and agree that the covenants and agreements contained in this Waiver and Release shall be construed as covenants and agreements independent of each other or any other contract between the parties hereto and that the existence of any claim or cause of action by one party hereto against another party hereto shall not constitute a defense to the enforcement of said covenants and agreements, except as otherwise provided herein. The judicial body interpreting this Waiver and Release

shall not more strictly construe the terms of this Waiver and Release against one party, it being agreed that all parties and/or their attorneys or agents have negotiated and/or participated in the preparation hereof.

4. No statement or promise, except as herein set forth, has been made with respect to the subject matter of this Waiver and Release. No modification or amendment hereof shall be effective unless in writing and signed by each of the parties hereto, and no agreement by any party that is inconsistent with the provisions hereof shall be enforceable against such party unless evidenced by the written consent of such party.

5. This Waiver and Release shall not be assigned without the consent of the parties.

6. This Waiver and Release is being delivered in and shall be construed and enforced in accordance with the laws of the State of Georgia. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Waiver and Release shall be brought against any of the parties exclusively in the courts of the State of Georgia, County of Clarke, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Georgia, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

7. The parties acknowledge that it would be difficult to calculate damages from the breach of this Waiver and Release, and that money damages would therefore be an inadequate remedy. Accordingly, upon such breach, the parties acknowledge that the non-breaching party may seek and shall be entitled to temporary, preliminary, and/or permanent injunctive relief, and/or other appropriate orders to restrain such breach.

IN WITNESS WHEREOF, the undersigned have executed this Waiver and Release as of the day and year first above written.

THE LEAVEN GROUP LLC

_____

Name:
Title:

CLARKE COUNTY SCHOOL DISTRICT

_____

Dr. LaKeisha Gantt, Board President

_____

Dr. Robbie P. Hooker, Superintendent and Secretary

(SEAL)

EXHIBIT B

WAIVER AND RELASE

This WAIVER AND RELEASE (this "**Waiver and Release**"), dated as of _____, 2023, is entered into by and between **THE LEAVEN GROUP LLC,** a Georgia limited liability company (the "**Developer**"), and the **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**ACC**").

RECITALS

WHEREAS, the Developer and ACC have entered into the Community Benefits Agreement, dated _____, 2023 (the "**CBA**"), relating to the mixed-use redevelopment of the Georgia Square Mall (the "**Project**"); and

WHEREAS, the Developer and ACC desire to set forth herein their understanding and agreement regarding any transactions, actions or omissions relating to the approval or disapproval of the CBA;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

8. The Developer, on behalf of itself and its affiliates, assigns, representatives and agents, if any, hereby covenants not to sue and fully and completely releases ACC, along with its officials, directors, agents, employees, officers and representatives (collectively, the "Released Parties"), of and from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown, which the Developer has or might claim to have against the Released Parties in connection with any transaction, action or omission that occurred or failed to occur in connection with the approval or disapproval of the CBA.

9. The unenforceability or invalidity of any provision in this Waiver and Release shall not affect the enforceability or validity of any remaining provisions in this Waiver and Release, which shall be interpreted and construed to fully carry out the intention of the parties. In the event a court of competent jurisdiction finds any provision (or subpart thereof) to be illegal or unenforceable, the parties agree that the court shall be authorized and instructed to rewrite or modify the provision(s) (or subpart(s) thereof) to make the provision(s) (or subpart(s) thereof) and this Waiver and Release valid and enforceable. The provisions contained in this Waiver and Release shall be construed as provisions independent of each other or any other contract between the parties hereto and any illegal or unenforceable provision (or subpart thereof) shall otherwise be severable and shall not affect the validity of the remainder of such provision and any other provision of this Waiver and Release.

10. The parties hereto acknowledge and agree that the covenants and agreements contained in this Waiver and Release shall be construed as covenants and agreements independent

of each other or any other contract between the parties hereto and that the existence of any claim or cause of action by one party hereto against another party hereto shall not constitute a defense to the enforcement of said covenants and agreements, except as otherwise provided herein. The judicial body interpreting this Waiver and Release shall not more strictly construe the terms of this Waiver and Release against one party, it being agreed that all parties and/or their attorneys or agents have negotiated and/or participated in the preparation hereof.

11. No statement or promise, except as herein set forth, has been made with respect to the subject matter of this Waiver and Release. No modification or amendment hereof shall be effective unless in writing and signed by each of the parties hereto, and no agreement by any party that is inconsistent with the provisions hereof shall be enforceable against such party unless evidenced by the written consent of such party.

12. This Waiver and Release shall not be assigned without the consent of the parties.

13. This Waiver and Release is being delivered in and shall be construed and enforced in accordance with the laws of the State of Georgia. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Waiver and Release shall be brought against any of the parties exclusively in the courts of the State of Georgia, County of Clarke, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Georgia, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

14. The parties acknowledge that it would be difficult to calculate damages from the breach of this Waiver and Release, and that money damages would therefore be an inadequate remedy. Accordingly, upon such breach, the parties acknowledge that the non-breaching party may seek and shall be entitled to temporary, preliminary, and/or permanent injunctive relief, and/or other appropriate orders to restrain such breach.

IN WITNESS WHEREOF, the undersigned have executed this Waiver and Release as of the day and year first above written.

THE LEAVEN GROUP LLC

_____

Name:
Title:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

_____

Mayor

_____

Clerk of Commission

(SEAL)

Attachment #11

Georgia Square Mall TAD Evaluation

Tax Allocation District #1

(Athens - Clarke County, Georgia)

February 6, 2023

TerminusAnalytics

Table of Contents

Addresses 3

Executive Summary 4

Overview 4

Summary of Project Information provided by the County and the Developer 5

Developer Project Summary 6

Project Sources of Funding 8

Project Market Value and Base Analysis of Future Tax Revenues 8

Overview of Developer Request for County Participation 10

Analysis of Projected Incremental Property Tax Values 14

Other Considerations 15

Appendix A 17

Appendix B 25

Appendix C 32

Addresses

Unified Government of Athens- Clarke County
Athens, Georgia
(Governing Authority)

Clarke County School District
Athens, Georgia
(Governing Authority)

Executive Summary

This Financial Evaluation report was prepared for the Unified Government of Athens-Clarke County (the "County") in order to evaluate the information provided by the County and the Athens Development Group (the "Developer") in connection with the proposed redevelopment of Georgia Square Mall (the "Project"). The purpose of this report is to provide the County with a detailed description of our findings and the process used to develop a basis for determining the fair market value of the Project at full completion, as well as an objective analysis to determine the available future property tax revenue and its respective timing to meet District needs, and other relevant factors for the County to reevaluate.

We have performed an internal analysis to develop a cost-based estimate of the Project that takes into consideration the development costs provided by the Developer, as well as a model to determine the future tax revenue that will be available to reimburse the Developer that we believe to be reasonable and conservative. The County should take into account the following major findings from the report, which are listed below:

- A total taxable or fair market value of $428.3 million at project completion, as a result of a $46.5 million deduction from the Developer's initial cost estimates;

- A reevaluation of the costs that can be reimbursed in light of County policies, eligibility under state law, economic impact and visioning, project ownership, and affordability;

- The establishment of detailed legal and policy expectations in the event that future TAD District revenues fail to meet the Developer's contractual obligations.

Overview

The County is considering entering into a public-private partnership to foster and accelerate economic development activity within certain portions of the County as identified in its comprehensive development plans and consistent with its vision, goals and objectives pertaining to economic and community development. The County has received a formal application and related transaction materials from the Developer which requests the County's participation in the redevelopment activities within the County's Tax Allocation District Number One (the "District"), specifically the redevelopment of Georgia Square Mall.

The Developer is requesting, from the County, $189 million of future property tax revenues generated by the Project, within the District, as reimbursement for certain public and private costs that both the Developer and County agree is necessary to achieve overall mutual community benefit outcomes, financial goals, and economic objectives of the public-private partnership.

The purpose of this report is to complete a detailed financial overview and assessment of the proposed transaction on behalf to the County and to assess project financial feasibility relative traditional financial metrics employed in evaluating similarly completed transactions.

Furthermore, our report should not be construed to offer an opinion as to the success or failure of a project. Our intention is to create a concise and understandable financial profile that allows all stakeholders to examine the facts, terms and conditions related the Project in a consistent manner and format.

Summary of Project Information provided by the County and Developer

In the process of completing our report, the County and Developer provided us with relevant documents for review analysis. The documents were further supplemented with in-person and virtual meetings and conference calls with both Developer and County stakeholders. Below is a major list of documents utilized in our evaluation:

- **Georgia Square Mall TAD Redevelopment Funding Application (Original)** prepared by the Developer and submitted to the County on November 4, 2022, for review and consideration. The application outlines the goals and objectives of the District, its geographical boundaries, the type of redevelopment projects, its funding methodology for the proposed public investments and the appointment of the designated redevelopment agent;

- **Georgia Square Mall TAD Redevelopment Funding Application (Revised)** prepared by the Developer and submitted to the County on January 11, 2023, for review and consideration. The Developer provides a revised cover letter in which a new term is proposed updates to its funding methodology for the proposed public investments are indicated.

- **Financial Analysis and School Enrollment Estimate** prepared by the Economic Impact Group on January 4, 2022, at the request of the County. The report describes the impact of the project's proposed residential component and how it is expected to affect the school system;

- **Developer Projected TAD Increment** prepared by the Developer on January 27, 2023, and submitted to the County which displays the anticipated property tax increment produced within the fully developed TAD;

- **Revised Proposal of Developer Reimbursable Costs** prepared by the Developer on January 27, 2023, and submitted to the County outlining an increase in reimbursable costs that the County will be expected to pay to the Developer over the TAD's duration;

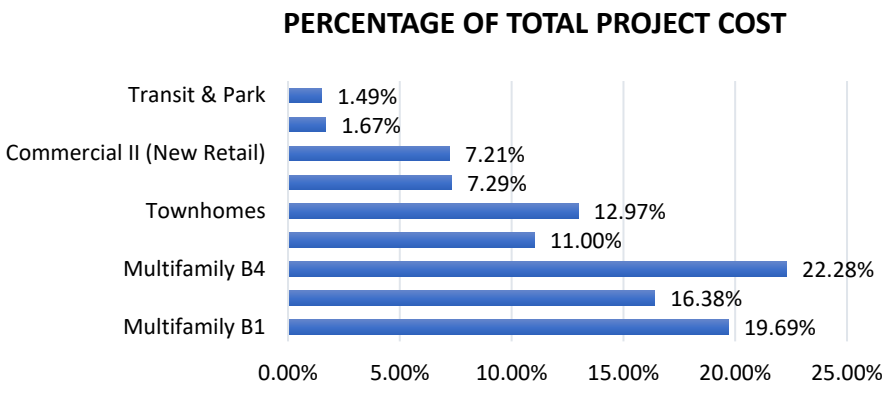
Developer Project Summary

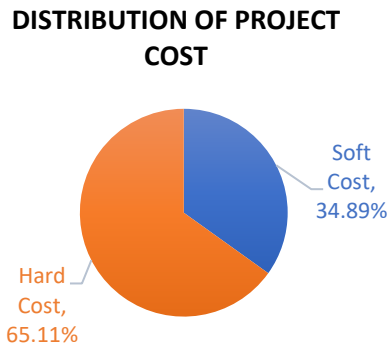
The proposed redevelopment will be a mixed-use district that includes commercial, retail, residential, and a central green space. Expanded housing options and improved public facilities will be made available to the Athens community as a result of the planned redevelopment. In three phases, the redevelopment will create 352,000 square feet of commercial space and 1,198 new rental and for-sale residential units, including affordable housing and active senior living, with the first phase completed by 2025.

The existing mall structure will be redeveloped to accommodate one remaining retail tenant operating 120,000 square feet, 70,000 square feet of new street level retail, and additional proposed office tenants operating the remaining 70,000 square feet. Based on the information provided by the Developer, a total preliminary project costs of $474,872 million are summarized as follows:

Cost Estimates		Soft Costs		Hard Costs		Total Costs	Percentage of Total Cost
Multifamily B1	$	24,634,236	$	68,848,000	$	93,482,236	19.69%
Multifamily B3	$	21,801,645	$	56,000,000	$	77,801,645	16.38%
Multifamily B4	$	26,718,719	$	79,100,000	$	105,818,719	22.28%
Active Adult B2	$	16,553,610	$	35,700,000	$	52,253,610	11.00%
Townhomes	$	24,804,625	$	36,782,501	$	61,587,126	12.97%
Commercial (Existing)	$	22,239,739	$	12,400,000	$	34,639,739	7.29%
Commercial II (New Retail)	$	17,588,789	$	16,663,700	$	34,252,489	7.21%
Commercial III (Outparcels)	$	4,249,912	$	3,690,000	$	7,939,912	1.67%
Transit & Park	$	7,097,383	$	-	$	7,097,383	1.49%
Total	**$**	**165,688,658**	**$**	**309,184,201**	**$**	**474,872,859**	**100.00%**

Detailed Costs are located in Appendix A.





The Developer has proposed a construction timeline which represents overall project completion to be accomplished in three phases beginning in 2023 and ending in 2027.

- **Phase I** will include 276 multifamily units, 170 active adult units, 66 townhomes, 70,000 square feet of office space, and 190,000 square feet of retail space, expected to be completed and generating incremental revenue in 2025. The total cost of development in phase one is $235,157,116.

- **Phase II** will include 300 multifamily units, 66 townhomes, and 92,000 square feet of retail space, generating incremental revenue in 2026. The total cost of phase two development is $141,385,057

- **Phase III** will include 240 multifamily units and 70 townhomes, expected to be completed and generating incremental revenue in 2027. The total cost of phase three development is $98,330,687.

Phase	Construction Activity	End Use Owner	Soft Costs	Hard Costs	Total Development Costs	Estimated Completion (Yr.)
I	276 Multifamily Units	Developer	$ 24,634,236	$ 68,848,000	$ 93,482,236	2025
I	170 Active Adult Units	Developer	$ 16,553,610	$ 35,700,000	$ 52,253,610	2025
I	66 Townhomes	Developer	$ 8,268,208	$ 12,260,834	$ 20,529,042	2025
I	Development of 70,000 sqft of Office Space	Developer	$ 22,239,739	$ 12,400,000	$ 34,639,739	2025
I	Development of 190,000 sqft of Retail Space	Developer	$ 17,588,789	$ 16,663,700	$ 34,252,489	2025
	Totals : Phase I		**$ 89,284,582**	**$ 145,872,534**	**$ 235,157,116**	
II	300 Multifamily Units	Developer	$ 26,718,720	$ 79,100,000	$ 105,818,720	2026
II	Transit Station	Developer	$ 7,097,383	$ -	$ 7,097,383	2026
II	66 Townhomes	Developer	$ 8,268,208	$ 12,260,834	$ 20,529,042	2026
II	Development of 70,000 sqft of Retail Space	Developer	$ 4,249,912	$ 3,690,000	$ 7,939,912	2026
	Totals: Phase II		**$ 46,334,223**	**$ 95,050,834**	**$ 141,385,057**	
III	240 Multifamily Units	Developer	$ 21,801,645	$ 56,000,000	$ 77,801,645	2027
III	70 Townhomes	Developer	$ 8,268,208	$ 12,260,834	$ 20,529,042	2027
	Totals : Phase III		**$ 30,069,853**	**$ 68,260,834**	**$ 98,330,687**	
	Georgia Square Mall Project Totals		**$ 165,688,658**	**$ 309,184,201**	**$ 474,872,859**	

It should be noted we have modified the developers proposed completion costs in the various phases to reflect our assumptions on purported development activities of the Developer. A significant portion of the activity, and the pace of such a development will be dependent on the developer's ability to capture commitments on rental and commercial space, the sale of townhomes, and the absorption of tenant activity for its multi-family properties.

Project Sources of Funding

The Developer has committed to complete the project and privately provide all debt and equity contributions required for the delivery of the project. The developer's application originally submitted to the county proposed receiving funding totaling $141 million to complete delivery of the project.
Given the Project's overall credit structure and specific criteria related to tax allocation district financing's, the Developer and County have a very limited financial method to achieve immediate funding for public contributions to the project in the manner initially set forth by the Developer.

The Developer has substantially revised its project funding methodology to bear all responsibility for sourcing of capital necessary to meet all project costs. In exchange for the commitment to provide all necessary project capital, the Developer has requested a 30-year contractual commitment from the county to reimburse Developer for certain costs totaling $189 million. The sole source of capital for such reimbursements will consist solely of future property taxes generated by the Project's development value over a period of 30-years.
A full description of the Developer proposed costs subject to reimbursement has been outlined in the proceeding section of this report. We have not completed an analysis on the Developer's ability to secure appropriate levels of capital to complete all aspects of the Project. In addition, we do not have sufficient information to determine or assess whether the Project's credit profile is feasible.

Project Market Value and Base Analysis of Future Tax Revenues
A major portion of our overall analysis involves developing a basis for determining the taxable or fair market value of the completed Project. The evaluation of available future property tax revenue and its respective timing to meet District needs is critical to determine if funding will be available to support both public and private needs.

Based on project information received from the County and Developer, we were provided with several suggested values supported by varying levels of information. We have summarized them as follows:

Projected Taxable Value	Source	Date Received
$ 627,391,294.00	Developer's Original TAD Application	7-Dec-2022
$ 388,500,000.00	Developer's Original TAD Application	7-Dec-2022
$ 474,846,158.00	County's Economic Impact Consultant	7-Dec-2022
$ 427,546,837.78	Developer's Projected Increment (Revised)	27-Jan-2023

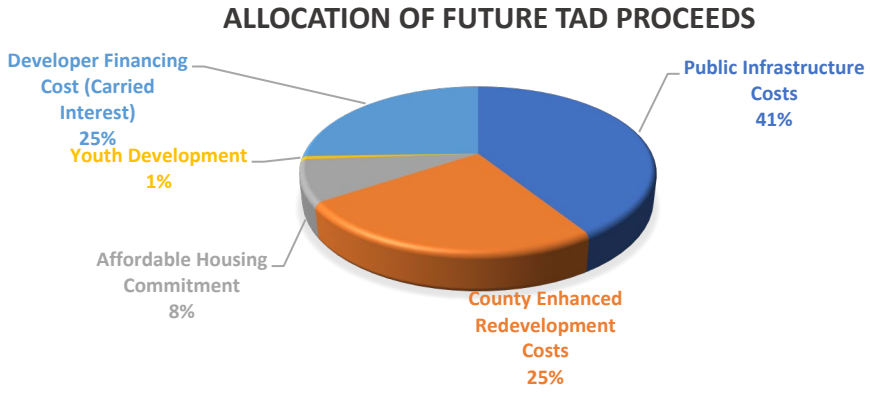
Based on our internal analysis, we have estimated total taxable or fair market value at full completion to be $428.3 million. Our model was predicated on our review of the Developer's total cost estimates. The results are summarized below for your review. Given the available information, we were not able to perform a market-based analysis consisting of traditional metrics including to sales and use, gross rent multipliers, or capitalization rates. We do believe our cost-based assessment is reasonable and conservative.

Cost Estimates	Soft Costs	Hard Costs	Total Development Costs	Deducted Soft Costs	Total Taxable Value
Multifamily B1	$ 24,634,236	$ 68,848,000	$ 93,482,236	$ (5,752,960)	$ 87,729,276
Multifamily B3	$ 21,801,645	$ 56,000,000	$ 77,801,645	$ (4,869,962)	$ 72,931,683
Multifamily B4	$ 26,718,719	$ 79,100,000	$ 105,818,719	$ (6,646,230)	$ 99,172,489
Active Adult B2	$ 16,553,610	$ 35,700,000	$ 52,253,610	$ (3,533,345)	$ 48,720,265
Townhomes	$ 24,804,625	$ 36,782,501	$ 61,587,126	$ (6,048,830)	$ 55,538,296
Commercial (Existing)	$ 22,239,739	$ 12,400,000	$ 34,639,739	$ (8,488,035)	$ 26,151,704
Commercial II (New Retail)	$ 17,588,789	$ 16,663,700	$ 34,252,489	$ (9,129,799)	$ 25,122,690
Commercial III (Outparcels)	$ 4,249,912	$ 3,690,000	$ 7,939,912	$ (2,078,091)	$ 5,861,821
Transit & Park	$ 7,097,383	$ -	$ 7,097,383	$ -	$ 7,097,383
Total	**$ 165,688,658**	**$ 309,184,201**	**$ 474,872,859**	**$ (46,547,252)**	**$ 428,325,607**

Overview of Developer Request for County Participation

As proposed, the Developer is requesting, from the County, 29% capped at $189 million of future property tax revenues generated by the Project's development activities, within Tax Allocation District #1, as reimbursement for certain public and private costs that both the Developer and County have identified as necessary investments to achieve designated mutual community benefit outcomes, financial goals, and economic objectives of the public-private partnership. An estimated summary of proposed costs identified by the Developer and County are summarized as follows:

Proposed Reimbursement Costs/Use of TAD Funds	
Public Infrastructure	
Bike and Pedestrian Facilities	$ 5,030,281
Parks and Greenspace	$ 17,729,278
Intersection Improvements	$ 11,385,951
Stormwater Remediation and Facilities	$ 13,100,007
Common Areas and Public Spaces	$ 4,393,031
Infrastructure (Road Paving)	$ 9,546,018
Landscape/ Sitework/ Utility	$ 7,328,316
Transit Station	$ 9,268,529
Public Infrastructure Total	**$ 77,781,411**
County Enhanced Redevelopment Costs	
Urban Apartment Construction	**$ 46,611,591**
Affordable Housing	
10% at 80% AMI for 40 Years	**$ 15,582,005**
CCSD and Youth Development	
Boys and Girls Club (Youth Pilot Program)	**$ 1,200,000**
Subtotal	**$ 141,175,007**
Developer Financing Cost	
Result of 25-30 Financing Term	**$ 48,327,994**
Total	**$ 189,503,001**



Proposed Reimbursement Costs Ratios (%)			
Percentage of Proposed Reimbursement Costs (ALL) to Total Project Costs			
Proposed Reimbursement Costs (ALL)	$189,503,001	=	**39.91%**
Total Project Cost	$474,872,859		
Percentage of Proposed Reimbursement Costs (ALL) to Project Hard Costs			
Proposed Reimbursement Costs (ALL)	$189,503,001	=	**61.29%**
Project Hard Cost	$309,184,201		
Percentage of Total Reimbursable Hard Costs to Project Hard Costs			
Total Reimbursable Hard Costs	$ 142,891,410	=	**46.22%**
Project Hard Costs	$ 309,184,201		
Percentage of Proposed Reimbursement Costs (ALL) to Project Taxable Value			
Proposed Reimbursement Costs (ALL)	$ 189,503,001	=	**44.24%**
Taxable Project Value	$ 428,325,607		

Application of Future TAD Proceeds Ratios (%)			
Percentage of Project Hard Costs Covered by Future Property Tax Revenues			
Future Property Tax Revenues	$ 141,175,007	=	**74.50%**
Proposed Reimbursement Costs (ALL)	$ 189,503,001		
Percentage of Project Soft Costs Covered by Future Property Tax Revenues			
Developer Financing Cost (Carried Cost)	$ 48,327,994	=	**25.50%**
Proposed Reimbursement Costs (ALL)	$ 189,503,001		
Percentage of Reimbursable Hard Costs to Taxable Project Value			
Total Reimbursable Hard Costs	$ 142,891,410	=	**33.36%**
Taxable Project Value	$ 428,325,607		

As depicted above, an estimated 74% of future property tax revenues have been programmed to reimburse the Developer for specific hard costs incurred during the implementation of the Project. The balance, 25%, of any future incremental taxes have been earmarked to cover projected soft costs identified by the Developer. A further important point to be made is that the total amount of reimbursable hard costs represents approximately 33% of the project's taxable value.

We have delineated and summarized the proposed reimbursable costs into five categories. The categories include:

- **Public Infrastructure** costs represent significant investments primarily in the horizontal portions of the Project's development activity. The Developer is proposing to invest $77.8 million in public enhancements to meet critical elements necessary to accommodate future density, alternative transportation modes, increased public greenspace and environmental aspects of the Project. Many of these costs are funded during the initial phases of a Project's development prior to commencement of vertical development activity. The Developer will retain ownership of public infrastructure improvements and will be responsible for future costs and maintenance.

- **County Enhanced Redevelopment Costs** reflect enhanced private and public sector improvements derived from the County's requested land use amendments. The Developer considers reimbursement of these costs necessary fund public sector requests specifically related to the Project's housing and parking components within the TAD. The Developer has indicated that public land use amendments materially changed the original and traditional redevelopment plan and design of the Project.

- **Affordable Housing** has been included as a a central element in the overall Project. The Developer has agreed to allocate ten (10%) percent of all multifamily housing rental units for households earning eighty (80%) percent of AMI for a proposed 40-year term.

- **Clarke County School District and Youth Development** initiatives totaling $1.2 million have been proposed to reimburse project costs related to6,100 square feet of newly renovated space dedicated for the Boys and Girls Club of Athens.

- **Developer Pay-Go Funding Structure** costs totaling $48.3 million has been requested by the Developer to offset funding costs of the Developer. The Developer's initial funding profile included sources of capital totaling $474.8 million consisting of owner equity, conventional and private debt, and upfront public contributions derived solely from future property taxes generated by the Developer's activity within the tax allocation district. As a result of traditional credit criteria and current market dynamics pertaining to tax allocation district financings, the Developer and County are not currently able to monetize or execute a municipal market bond transaction to fund, upfront or during the initial construction period, the initial $144 million identified by the Developer as needed to meet total Project costs. The Developer has proposed to use its private capital funding sources, in lieu of the County, to meet its funding needs for the Project. In exchange for the Developer's sourcing of the initial capital commitment for the Project, the Developer is requesting from the County a commitment to enter into an extended contractual agreement that provides for, over time, a total of $189 million of future property tax revenues derived from activities within the County's tax allocation district. The total reflects two primary components consisting of $144 million of initial reimbursement of hard costs and $48 million of imputed interest costs reflecting the time value of money. We estimate the imputed interest rate to approximate 8.00%. The Developer has proposed a "hard cap" on reimbursements pertaining to the Enhanced Redevelopment Costs equal to 29% of the sum of (a) all-in horizontal development cost, plus (b) the aggregate value of the private vertical improvements. The Developer has estimated its private development costs to total $630 million. The Developer has not provided detailed information segregating the horizontal and vertical development project costs. In addition, we have no supporting documentation to confirm the Developer's estimated development value of $630 million. Additional clarification and definition will be necessary to establish an accurate methodology and framework related provisions included in developers, "hard cap" limitation on reimbursable costs.

Analysis of Projected Incremental Property Tax Values

As previously mentioned, the Developer is requesting $189.5 million in funding secured by future incremental growth in property taxes generated within Tax Allocation District #1. The current District has an expiration date in 2040 and the Developer has requested consideration from the County to extend the District's existence to 2052 or such time that all provisions for Developer reimbursable costs have been satisfied. Based on our estimated taxable development value of $428.3 million, we have completed two sets of analyses reflecting projected revenue growth under the current term of the District and the projected growth within the District should the County decide to extend the expiration date of the District. These results are summarized below. We have also included detailed analysis supporting the tables below in Appendices B and C.

Please note that our assumptions are based on the use of 2022 property tax rates of the governing bodies. The rates have been maintained as static both illustrations. Our analysis varied the growth rates in the taxable or fair market value of the Project during the term.

Term Ending in 2040 (# of years)	Projected Growth Rate	Total Projected Tax Revenue Available to Fund Pay-Go
18	1.00%	$ 75,473,980.29
18	1.50%	$ 77,810,462.17
18	2.00%	$ 80,234,392.97
18	2.50%	$ 82,749,095.64
18	3.00%	$ 85,358,013.56

Detailed schedules are included in Appendix B.

Term Ending in 2052 (# of years)	Projected Growth Rate	Total Projected Tax Revenue Available to Fund Pay-Go
30	1.00%	$ 154,361,363.87
30	1.50%	$ 164,307,493.77
30	2.00%	$ 175,059,513.00
30	2.50%	$ 186,687,029.82
30	3.00%	$ 199,265,730.01

Detailed schedules are included in Appendix C.

As illustrated above, future growth in District tax revenues is not sufficient to meet Developer proposed reimbursement thresholds if the District's current expiration date is maintained to 2040. Based on our starting taxable value of $428.3 million, the Project would be able to meet this targeted amount assuming a growth rate in excess of 2.50% and the District collection period extended to 2052.

Other Considerations

Evaluation of Proposed List of Reimbursable Costs. The Developer has requested $189.5 million of costs be to be reimbursed from future property tax increment within the District. These funds are generated solely from the development activities caused by the Developer. Regardless of the source of future revenues to meet the proposed costs, the County should extensively evaluate these costs in context with County policies, state law eligibility, economic impact and visioning, project ownership, and affordability.

Clarification Regarding Maximum Cap Limitations on Proposed Reimbursable Costs. The Developer has proposed a "hard cap" on reimbursements pertaining to the Enhanced Redevelopment Costs equal to 29% of the sum of (a) all-in horizontal development cost, plus (b) the aggregate value of the private vertical improvements. The Developer has estimated its private development costs to total $630 million. The Developer has not provided detailed information segregating the horizontal and vertical development project costs. In addition, we have no supporting documentation to confirm the Developers estimated development value of $630 million. Additional clarification and definition will be necessary to establish an accurate methodology and framework related provisions included in developers, "hard cap" limitation on reimbursable costs.

Opportunity Cost of Future District Revenues to County. The financial structure proposed by the Developer is predicated on receiving future tax revenues utilizing a reimbursable "pay-as-you go" structure. The Developer has committed to all project funding risk in exchange for receiving sufficient future tax revenues within the District by extending the termination period of the TAD District an additional 12 years to 2052. The County needs to weigh whether the commitment to forego future tax revenues for an extended period is aligned with its comprehensive plan, economic goals, and objectives. Equally the County needs to consider or weigh the other development alternatives should the Project not materialize at all or in its current format.

Evaluation of Developer Financing Cost as a Reimbursable Cost. As stated previously in this document, the Developer has requested that certain financing costs be reimbursed given the proposed funding structure of the transaction. The $48.3 million cost represents 25% of the total Project reimbursements requested. In part, this Developer identified financing cost or fee reflects the Developer's cost with carrying project funding risk on behalf of the County in the Project before tax revenues are available to meet upfront and critical costs of the Project. The financing cost reflects carrying costs over a 25-30-year period. The Developer financing cost structure needs to be evaluated in greater detail and aligned with the true financing needs of the project. The financing cost component assumes the County should have contributed its portion of the reimbursable costs upfront. A traditional TAD financing would not occur in such manner and the financing timeframe would be significantly shorter. Does the cost, as proposed, conform to state law or reflect reasonable costs? Additional diligence on this item in warranted.

Monetization of Future Property Taxes with TAD Financing. What impact does a future monetization or traditional TAD financing have on the financing cost reimbursement component of the Project?

County Recourse Due to Insufficient Tax Revenues. The County should clearly define the expectations from a policy and legal perspective should future TAD District Revenues not be sufficient to cover contractual commitments to the Developer.

Appendix A

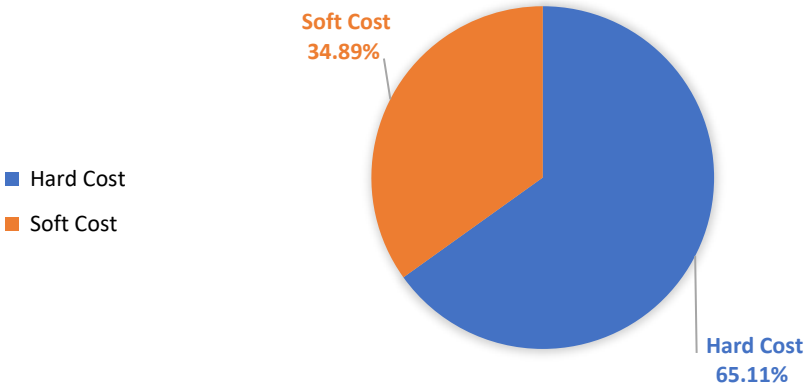
DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

Appendix A: DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

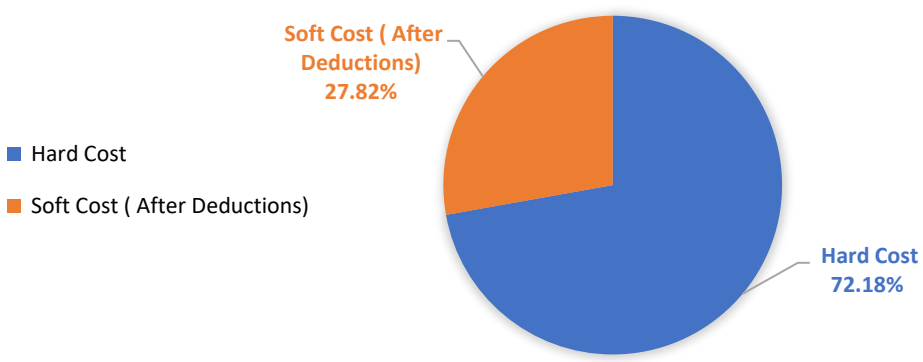
1A. OVERVIEW OF TOTAL DEVELOPMENT COSTS

Cost Estimates	Total Hard Cost	Total Soft Cost	Total Taxable Value	Deducted Soft Cost	Total Soft Cost (After Deductions)	Total Taxable Value (After Deductions)
Multifamily B1	$ 68,848,000	$ 24,634,236	$ 93,482,236	$ (5,752,960)	$ 30,387,196	$ 87,729,276
Multifamily B3	$ 56,000,000	$ 21,801,645	$ 77,801,645	$ (4,869,962)	$ 26,671,607	$ 72,931,683
Multifamily B4	$ 79,100,000	$ 26,718,719	$ 105,818,719	$ (6,646,230)	$ 33,364,949	$ 99,172,489
Active Adult B2	$ 35,700,000	$ 16,553,610	$ 52,253,610	$ (3,533,345)	$ 20,086,955	$ 48,720,265
Townhomes	$ 36,782,501	$ 24,804,625	$ 61,587,126	$ (6,048,830)	$ 30,853,455	$ 55,538,296
Commercial (Existing)	$ 12,400,000	$ 22,239,739	$ 34,639,739	$ (8,488,035)	$ 30,727,774	$ 26,151,704
Commercial II (New Retail)	$ 16,663,700	$ 17,588,789	$ 34,252,489	$ (9,129,799)	$ 26,718,588	$ 25,122,690
Commercial III (Outparcels)	$ 3,690,000	$ 4,249,912	$ 7,939,912	$ (2,078,091)	$ 6,328,003	$ 5,861,821
Transit & Park	$ -	$ 7,097,383	$ 7,097,383	$ -	$ 7,097,383	$ 7,097,383
Totals	**$ 309,184,201**	**$ 165,688,658**	**$ 474,872,859**	**$ (46,547,252)**	**$ 119,141,406**	**$ 428,325,607**

DISTRIBUTION OF DEVELOPMENT COST



DISTRIBUTION OF DEVELOPMENT COST (AFTER DEDUCTIONS)



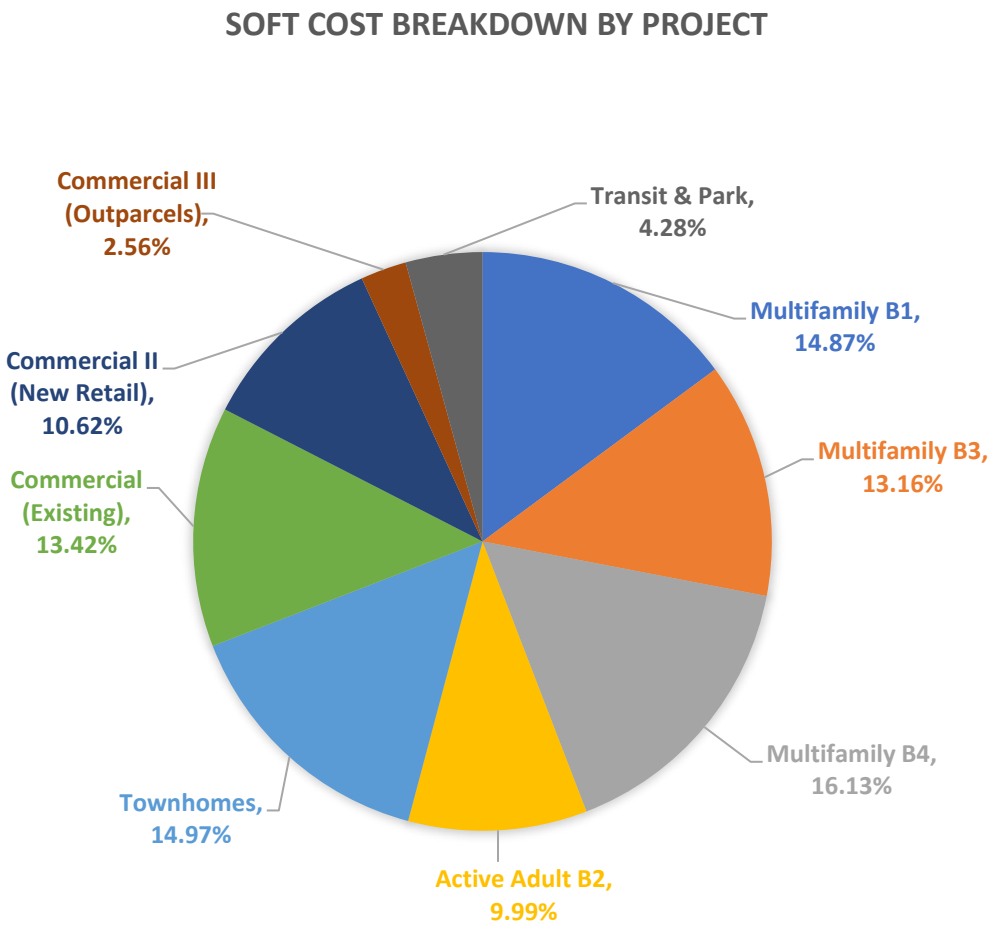
Appendix A: DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

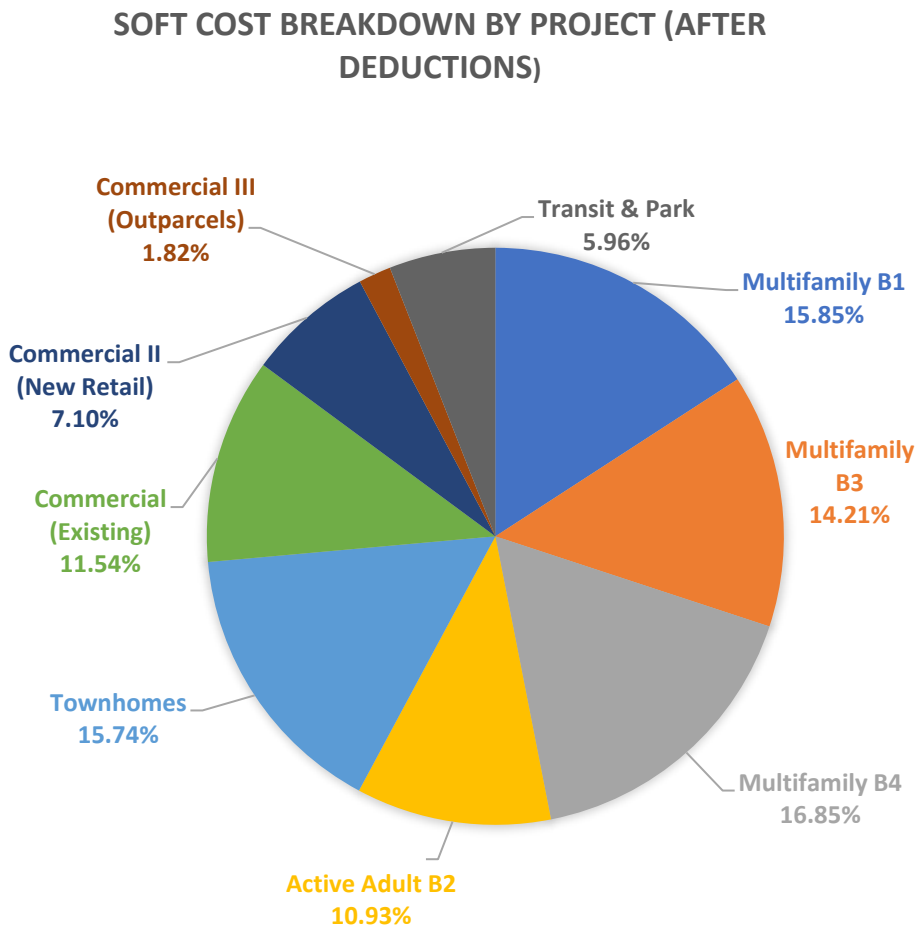
2A. Detailed Breakdown of Soft Cost by Project

Soft Cost	Multifamily B1	Multifamily B3	Multifamily B4	Active Adult B2	Townhomes	Commercial (Existing)	Commercial II (New Retail)	Commercial III (Outparcels)	Transit & Park	Totals
Land	$ 6,210,000	$ 5,760,000	$ 7,650,000	$ 3,655,000	$ 1,847,901	$ 6,191,007	$ 1,500,000	$ 425,000	$ 4,096,760	$ 37,335,668
Pre-development & Land Infrastructure	$ 4,876,012	$ 4,176,543	$ 3,831,876	$ 4,118,544	$ 16,427,894	$ 5,960,697	$ 6,720,990	$ 1,611,821	$ 3,000,623	$ 50,725,000
Architect & Engineering	$ 1,630,000	$ 1,630,000	$ 1,630,000	$ 1,175,000	$ 125,000	$ 1,600,000	$ 238,000	$ 135,000	$ -	$ 8,163,000
Environmental	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ -	$ -	$ -	$ -	$ -	$ 80,000
Survey	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ -	$ -	$ -	$ -	$ 150,000
Construction & Soils Testing	$ 135,000	$ 135,000	$ 135,000	$ 135,000	$ -	$ -	$ -	$ -	$ -	$ 540,000
Legal & Closing	$ 507,617	$ 507,617	$ 507,617	$ 507,617	$ 325,000	$ -	$ -	$ -	$ -	$ 2,355,468
Taxes & Insurance	$ 904,799	$ 763,454	$ 1,086,149	$ 633,457	$ -	$ -	$ -	$ -	$ -	$ 3,387,859
Senior Loan Financing Fee	$ 364,581	$ 303,426	$ 412,693	$ 203,789	$ -	$ -	$ -	$ -	$ -	$ 1,284,489
Muni Fees & Building Permits	$ 1,478,300	$ 1,265,000	$ 1,737,500	$ 815,000	$ 450,000	$ -	$ -	$ -	$ -	$ 5,745,800
Preleasing Expense	$ 500,000	$ 500,000	$ 500,000	$ 570,000	$ -	$ -	$ -	$ -	$ -	$ 2,070,000
Operating Deficit	$ 190,471	$ 198,662	$ 292,612	$ 126,154	$ -	$ -	$ -	$ -	$ -	$ 807,899
FF&E	$ 625,000	$ 625,000	$ 625,000	$ 605,000	$ -	$ -	$ -	$ -	$ -	$ 2,480,000
Development Fees	$ 2,990,648	$ 2,474,069	$ 3,431,847	$ 1,630,647	$ -	$ -	$ -	$ -	$ -	$ 10,527,211
Construction Management Fees	$ 952,200	$ 810,000	$ 1,125,000	$ 510,000	$ -	$ -	$ -	$ -	$ -	$ 3,397,200
Soft Cost Contingency	$ 634,940	$ 542,941	$ 708,791	$ 412,455	$ -	$ -	$ -	$ -	$ -	$ 2,299,127
Capital Placement Fee	$ 560,893	$ 466,810	$ 634,912	$ 313,522	$ -	$ -	$ -	$ -	$ -	$ 1,976,137
Interest Reserve	$ 1,578,775	$ 1,148,123	$ 1,914,722	$ 897,425	$ -	$ -	$ -	$ -	$ -	$ 5,539,045
Other Financing Costs	$ 445,000	$ 445,000	$ 445,000	$ 195,000	$ 5,598,830	$ 1,488,035	$ 7,500,000	$ 1,700,000	$ -	$ 17,816,865
TI/ LC (Retail)	$ -	$ -	$ -	$ -	$ -	$ 7,000,000	$ 1,629,799	$ 378,091	$ -	$ 9,007,890
Total Soft Cost	$ 24,634,236	$ 21,801,645	$ 26,718,719	$ 16,553,610	$ 24,804,625	$ 22,239,739	$ 17,588,789	$ 4,249,912	$ 7,097,383	$ 165,688,658
Total Deducted Soft Cost	$ (5,752,960)	$ (4,869,962)	$ (6,646,230)	$ (3,533,345)	$ (6,048,830)	$ (8,488,035)	$ (9,129,799)	$ (2,078,091)	$ -	$ (46,547,252)
Total Soft Cost After Deductions	**$ 18,881,276**	**$ 16,931,683**	**$ 20,072,489**	**$ 13,020,265**	**$ 18,755,795**	**$ 13,751,704**	**$ 8,458,990**	**$ 2,171,821**	**$ 7,097,383**	**$ 119,141,406**
*Deducted Soft Cost										

Appendix A: DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

3A. Detailed Breakdown of Soft Cost by Project





Appendix A: DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

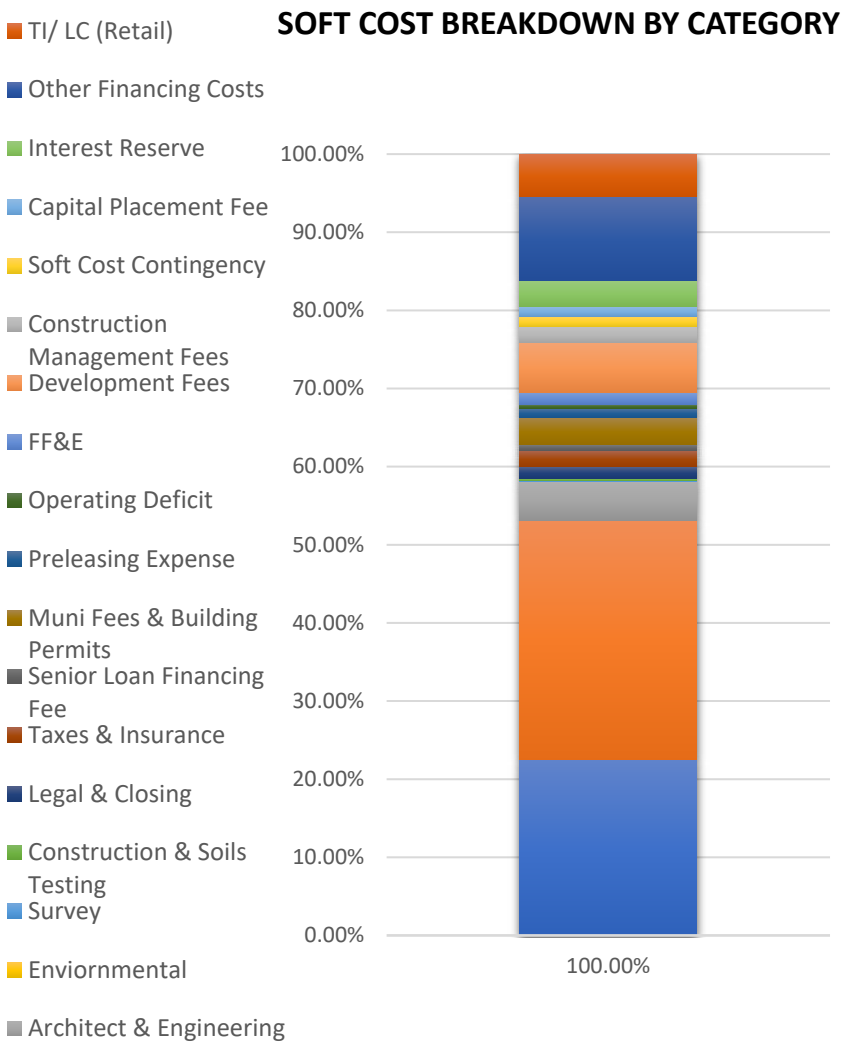
4A. Detailed Breakdown of Soft Cost (cont.)

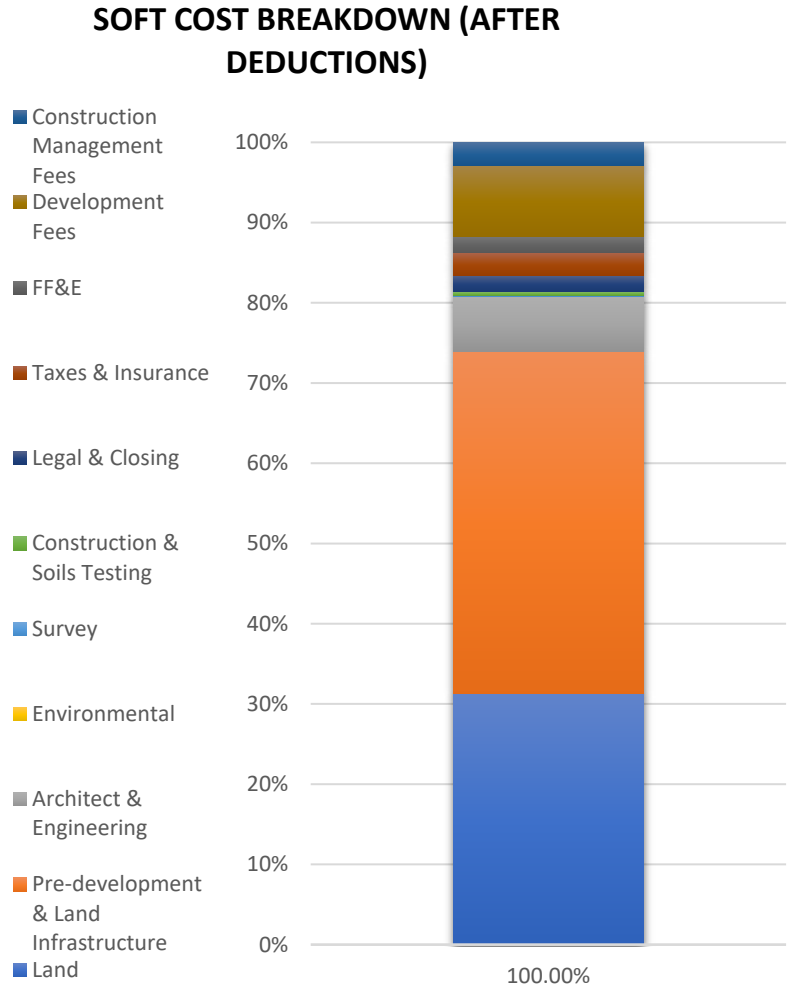
Soft Cost		% of Soft Cost to Total Soft Costs	% of Soft Cost to Total Soft Costs (After Deductions)
Land	$ 37,335,668	22.53%	31.34%
Pre-development & Land Infrastructure	$ 50,725,000	30.61%	42.58%
Architect & Engineering	$ 8,163,000	4.93%	6.85%
Environmental	$ 80,000	0.05%	0.07%
Survey	$ 150,000	0.09%	0.13%
Construction & Soils Testing	$ 540,000	0.33%	0.45%
Legal & Closing	$ 2,355,468	1.42%	1.98%
Taxes & Insurance	$ 3,387,859	2.04%	2.84%
Senior Loan Financing Fee	$ 1,284,489	0.78%	0.00%
Muni Fees & Building Permits	$ 5,745,800	3.47%	0.00%
Preleasing Expense	$ 2,070,000	1.25%	0.00%
Operating Deficit	$ 807,899	0.49%	0.00%
FF&E	$ 2,480,000	1.50%	2.08%
Development Fees	$ 10,527,211	6.35%	8.84%
Construction Management Fees	$ 3,397,200	2.05%	2.85%
Soft Cost Contingency	$ 2,299,127	1.39%	0.00%
Capital Placement Fee	$ 1,976,137	1.19%	0.00%
Interest Reserve	$ 5,539,045	3.34%	0.00%
Other Financing Costs	$ 17,816,865	10.75%	0.00%
TI/ LC (Retail)	$ 9,007,890	5.44%	0.00%
Total Soft Cost	$ 165,688,658	100.00%	100.00%
Total Deducted Soft Cost	$ (46,547,252)	-28.09%	
Total Soft Cost After Deductions	**$ 119,141,406**		

*Deducted Soft Cost

Appendix A: DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

5A. SOFT COST BREAKDOWN BY CATEGORY





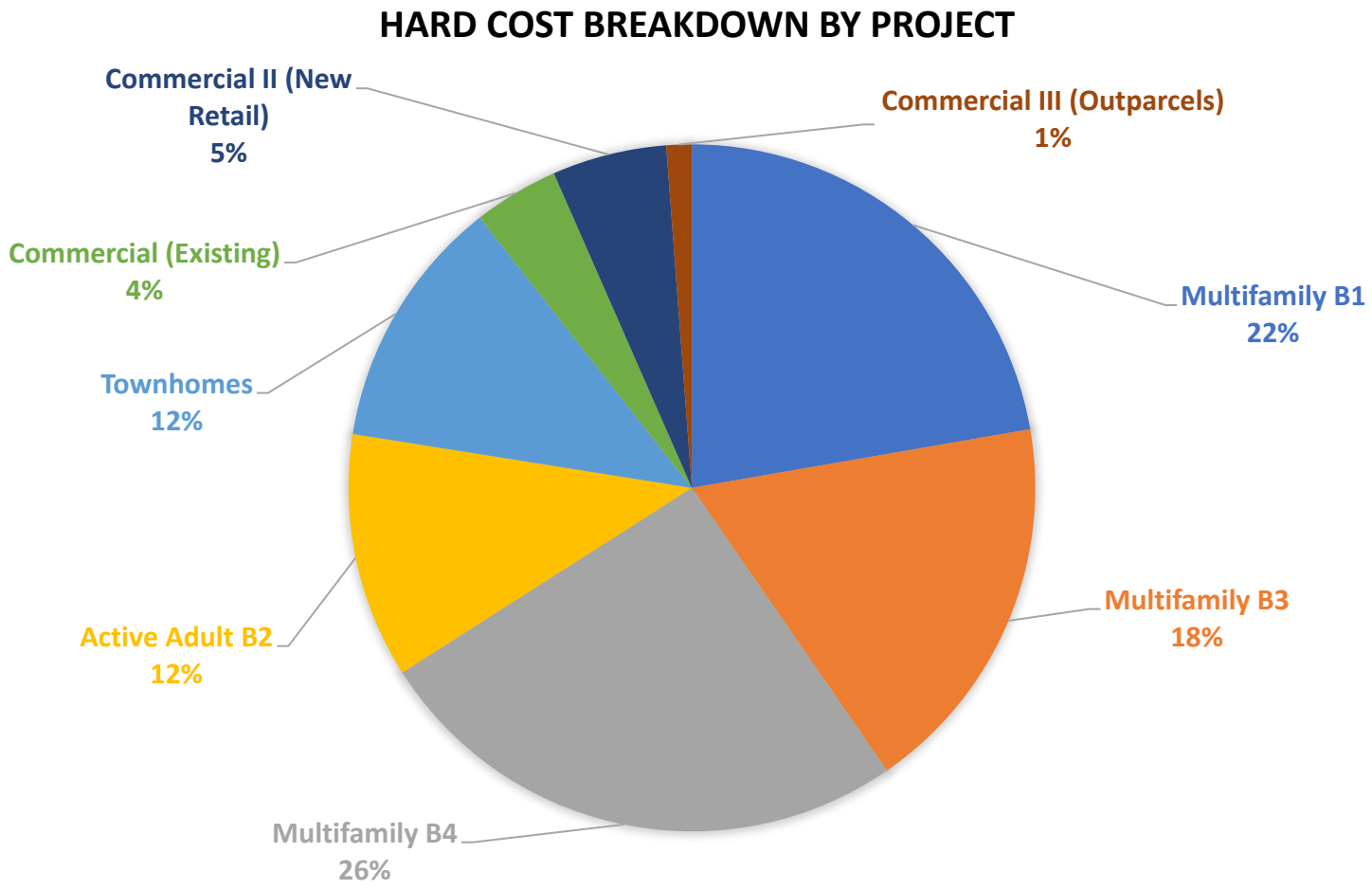
Appendix A: DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

6A. Detailed Breakdown of Hard Cost by Project

Hard Cost	Multifamily B1	Multifamily B3	Multifamily B4	Active Adult B2	Townhomes	Commercial (Existing)	Commercial II (New Retail)	Commercial III (Outparcels)	Transit & Park	
General	$ 4,108,800	$ 3,360,000	$ 4,746,000	$ 2,140,110	$ -	$ 744,000	$ 666,548	$ 147,600	$ -	
Site Land and Hardscapes	$ 4,878,400	$ 3,880,000	$ 5,578,000	$ 2,503,480	$ -	$ -	$ 166,637	$ 36,900	$ -	
Concrete & Deck	$ 5,478,400	$ 4,480,000	$ 6,328,000	$ 2,853,480	$ -	$ 248,000	$ 1,333,096	$ 295,200	$ -	
Masonry	$ 1,027,200	$ 840,000	$ 1,186,500	$ 535,028	$ -	$ -	$ 333,274	$ 73,800	$ -	
Metal	$ 410,880	$ 336,000	$ 474,600	$ 214,010	$ -	$ -	$ 3,332,740	$ 738,000	$ -	
Carpentry	$ 13,264,000	$ 10,700,000	$ 14,320,000	$ 6,383,700	$ -	$ 620,000	$ 1,666,370	$ 369,000	$ -	
Thermal	$ 4,108,800	$ 3,360,000	$ 4,746,000	$ 2,140,110	$ -	$ 744,000	$ 3,166,103	$ 701,100	$ -	
Openings	$ 1,369,600	$ 1,120,000	$ 1,582,000	$ 713,370	$ -	$ 1,860,000	$ 2,666,192	$ 590,400	$ -	
Finishes	$ 5,763,200	$ 4,890,000	$ 7,119,000	$ 3,210,165	$ -	$ 3,596,000	$ 1,499,733	$ 332,100	$ -	
Specialties	$ 821,760	$ 672,000	$ 949,200	$ 428,022	$ -	$ 1,240,000	$ 499,911	$ 110,700	$ -	
Equipment	$ 136,960	$ 112,000	$ 158,200	$ 71,337	$ -	$ -	$ -	$ -	$ -	
Furnishings	$ 2,054,400	$ 1,680,000	$ 2,373,000	$ 1,151,555	$ -	$ 1,860,000	$ -	$ -	$ -	
Special Construction	$ 342,400	$ 280,000	$ 395,500	$ 178,343	$ -	$ -	$ -	$ -	$ -	
Elevators	$ 684,800	$ 560,000	$ 791,000	$ 356,685	$ -	$ -	$ -	$ -	$ -	
Mechanical	$ 8,217,600	$ 6,420,000	$ 9,292,000	$ 3,980,220	$ -	$ 248,000	$ 299,947	$ 66,420	$ -	
Electrical	$ 6,848,000	$ 5,400,000	$ 7,910,000	$ 3,566,850	$ -	$ 248,000	$ 366,601	$ 81,180	$ -	
OHP	$ 7,332,800	$ 5,910,000	$ 8,651,000	$ 3,573,535	$ -	$ 372,000	$ 499,911	$ 110,700	$ -	
Hard Cost Contingency	$ 2,000,000	$ 2,000,000	$ 2,500,000	$ 1,700,000	$ -	$ 620,000	$ 166,637	$ 36,900	$ -	
Total Hard Costs	**$ 68,848,000**	**$ 56,000,000**	**$ 79,100,000**	**$ 35,700,000**	**$ 36,782,501**	**$ 12,400,000**	**$ 16,663,700**	**$ 3,690,000**	**$ -**	**$ 309,184,201**

Appendix A: DETAILED SCHEDULES AND ANALYSIS OF DEVELOPMENT COSTS

7A. Detailed Breakdown of Hard Cost by Project (cont.)



APPENDIX B

DETAILED FUNDING ANALYSIS

(CURRENT TAX ALLOCATION DISTRICT #1 ENDING IN 2040)

APPENDIX B – TAX ALLOCATION DISTRICT #1 ENDING IN 2040

1B: OVERVIEW OF FUNDING ANALYSIS

Incremental Property Tax Revenue (Projected)

Current Tax Allocation District #1 Ending in 2040

Taxable Project Value	$ 428,325,607	$ 428,325,607	$ 428,325,607	$ 428,325,607	$ 428,325,607

	Weak Growth		Moderate Growth		Strong Growth
Tax Year	**1.00%**	**1.50%**	**2.00%**	**2.50%**	**3.00%**
2023	$ -	$ -	$ -	$ -	$ -
2024	$ -	$ -	$ -	$ -	$ -
2025	$ -	$ -	$ -	$ -	$ -
2026	$ -	$ -	$ -	$ -	$ -
2027	$ -	$ -	$ -	$ -	$ -
2028	$ 428,325,607	$ 428,325,607	$ 428,325,607	$ 428,325,607.00	$ 428,325,607.00
2029	$ 432,608,863	$ 434,750,491	$ 436,892,119	$ 439,033,747.18	$ 441,175,375.21
2030	$ 436,934,952	$ 441,271,748	$ 445,629,962	$ 450,009,590.85	$ 454,410,636.47
2031	$ 441,304,301	$ 447,890,825	$ 454,542,561	$ 461,259,830.63	$ 468,042,955.56
2032	$ 445,717,344	$ 454,609,187	$ 463,633,412	$ 472,791,326.39	$ 482,084,244.23
2033	$ 450,174,518	$ 461,428,325	$ 472,906,080	$ 484,611,109.55	$ 496,546,771.55
2034	$ 454,676,263	$ 468,349,750	$ 482,364,202	$ 496,726,387.29	$ 511,443,174.70
2035	$ 459,223,025	$ 475,374,996	$ 492,011,486	$ 509,144,546.97	$ 526,786,469.94
2036	$ 463,815,256	$ 482,505,621	$ 501,851,716	$ 521,873,160.65	$ 542,590,064.04
2037	$ 468,453,408	$ 489,743,205	$ 511,888,750	$ 534,919,989.66	$ 558,867,765.96
2038	$ 473,137,942	$ 497,089,353	$ 522,126,525	$ 548,292,989.40	$ 575,633,798.94
2039	$ 477,869,322	$ 504,545,694	$ 532,569,055	$ 562,000,314.14	$ 592,902,812.91
2040	$ 482,648,015	$ 512,113,879	$ 543,220,436	$ 576,050,321.99	$ 610,689,897.30
Total	**$ 5,914,888,816.42**	**$ 6,097,998,681.13**	**$ 6,287,961,910.42**	**$ 6,485,038,921.71**	**$ 6,689,499,573.80**

APPENDIX B – TAX ALLOCATION DISTRICT #1 ENDING IN 2040

2B. DETAILED FUNDING ANALYSIS – 1.00% GROWTH RATE

1.00% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 432,608,863	$ 457,699,968	40%	$ 183,079,987	$ 5,840,251.59	$ 320,162.50	$ 5,520,089.09
2030	$ 25,091,105	$ 436,934,952	$ 462,026,057	40%	$ 184,810,423	$ 5,895,452.48	$ 320,162.50	$ 5,575,289.98
2031	$ 25,091,105	$ 441,304,301	$ 466,395,406	40%	$ 186,558,162	$ 5,951,205.38	$ 320,162.50	$ 5,631,042.88
2032	$ 25,091,105	$ 445,717,344	$ 470,808,449	40%	$ 188,323,380	$ 6,007,515.81	$ 320,162.50	$ 5,687,353.31
2033	$ 25,091,105	$ 450,174,518	$ 475,265,623	40%	$ 190,106,249	$ 6,064,389.35	$ 320,162.50	$ 5,744,226.85
2034	$ 25,091,105	$ 454,676,263	$ 479,767,368	40%	$ 191,906,947	$ 6,121,831.61	$ 320,162.50	$ 5,801,669.11
2035	$ 25,091,105	$ 459,223,025	$ 484,314,130	40%	$ 193,725,652	$ 6,179,848.30	$ 320,162.50	$ 5,859,685.80
2036	$ 25,091,105	$ 463,815,256	$ 488,906,361	40%	$ 195,562,544	$ 6,238,445.16	$ 320,162.50	$ 5,918,282.66
2037	$ 25,091,105	$ 468,453,408	$ 493,544,513	40%	$ 197,417,805	$ 6,297,627.99	$ 320,162.50	$ 5,977,465.49
2038	$ 25,091,105	$ 473,137,942	$ 498,229,047	40%	$ 199,291,619	$ 6,357,402.64	$ 320,162.50	$ 6,037,240.14
2039	$ 25,091,105	$ 477,869,322	$ 502,960,427	40%	$ 201,184,171	$ 6,417,775.05	$ 320,162.50	$ 6,097,612.55
2040	$ 25,091,105	$ 482,648,015	$ 507,739,120	40%	$ 203,095,648	$ 6,478,751.17	$ 320,163.50	$ 6,158,587.67
		$ 5,914,888,816				$ 81,236,906.29	$ 5,762,926.00	**$ 75,473,980.29**

APPENDIX B – TAX ALLOCATION DISTRICT #1 ENDING IN 2040

3B. DETAILED FUNDING ANALYSIS – 1.50% GROWTH RATE

1.50% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 434,750,491	$ 459,841,596	40%	$ 183,936,638	$ 5,867,578.77	$ 320,162.50	$ 5,547,416.27
2030	$ 25,091,105	$ 441,271,748	$ 466,362,853	40%	$ 186,545,141	$ 5,950,790.01	$ 320,162.50	$ 5,630,627.51
2031	$ 25,091,105	$ 447,890,825	$ 472,981,930	40%	$ 189,192,772	$ 6,035,249.42	$ 320,162.50	$ 5,715,086.92
2032	$ 25,091,105	$ 454,609,187	$ 479,700,292	40%	$ 191,880,117	$ 6,120,975.73	$ 320,162.50	$ 5,800,813.23
2033	$ 25,091,105	$ 461,428,325	$ 486,519,430	40%	$ 194,607,772	$ 6,207,987.93	$ 320,162.50	$ 5,887,825.43
2034	$ 25,091,105	$ 468,349,750	$ 493,440,855	40%	$ 197,376,342	$ 6,296,305.31	$ 320,162.50	$ 5,976,142.81
2035	$ 25,091,105	$ 475,374,996	$ 500,466,101	40%	$ 200,186,440	$ 6,385,947.45	$ 320,162.50	$ 6,065,784.95
2036	$ 25,091,105	$ 482,505,621	$ 507,596,726	40%	$ 203,038,690	$ 6,476,934.22	$ 320,162.50	$ 6,156,771.72
2037	$ 25,091,105	$ 489,743,205	$ 514,834,310	40%	$ 205,933,724	$ 6,569,285.80	$ 320,162.50	$ 6,249,123.30
2038	$ 25,091,105	$ 497,089,353	$ 522,180,458	40%	$ 208,872,183	$ 6,663,022.65	$ 320,162.50	$ 6,342,860.15
2039	$ 25,091,105	$ 504,545,694	$ 529,636,799	40%	$ 211,854,719	$ 6,758,165.55	$ 320,162.50	$ 6,438,003.05
2040	$ 25,091,105	$ 512,113,879	$ 537,204,984	40%	$ 214,881,994	$ 6,854,735.60	$ 320,163.50	$ 6,534,572.10
Total		**$ 6,097,998,681**				$ 83,573,388.17	$ 5,762,926.00	**$ 77,810,462.17**

APPENDIX B – TAX ALLOCATION DISTRICT #1 ENDING IN 2040

4B. DETAILED FUNDING ANALYSIS – 2.00% GROWTH RATE

2.00% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 436,892,119	$ 461,983,224	40%	$ 184,793,290	$ 5,894,905.94	$ 320,162.50	$ 5,574,743.44
2030	$ 25,091,105	$ 445,629,962	$ 470,721,067	40%	$ 188,288,427	$ 6,006,400.81	$ 320,162.50	$ 5,686,238.31
2031	$ 25,091,105	$ 454,542,561	$ 479,633,666	40%	$ 191,853,466	$ 6,120,125.58	$ 320,162.50	$ 5,799,963.08
2032	$ 25,091,105	$ 463,633,412	$ 488,724,517	40%	$ 195,489,807	$ 6,236,124.84	$ 320,162.50	$ 5,915,962.34
2033	$ 25,091,105	$ 472,906,080	$ 497,997,185	40%	$ 199,198,874	$ 6,354,444.08	$ 320,162.50	$ 6,034,281.58
2034	$ 25,091,105	$ 482,364,202	$ 507,455,307	40%	$ 202,982,123	$ 6,475,129.71	$ 320,162.50	$ 6,154,967.21
2035	$ 25,091,105	$ 492,011,486	$ 517,102,591	40%	$ 206,841,036	$ 6,598,229.06	$ 320,162.50	$ 6,278,066.56
2036	$ 25,091,105	$ 501,851,716	$ 526,942,821	40%	$ 210,777,128	$ 6,723,790.39	$ 320,162.50	$ 6,403,627.89
2037	$ 25,091,105	$ 511,888,750	$ 536,979,855	40%	$ 214,791,942	$ 6,851,862.95	$ 320,162.50	$ 6,531,700.45
2038	$ 25,091,105	$ 522,126,525	$ 547,217,630	40%	$ 218,887,052	$ 6,982,496.96	$ 320,162.50	$ 6,662,334.46
2039	$ 25,091,105	$ 532,569,055	$ 557,660,160	40%	$ 223,064,064	$ 7,115,743.65	$ 320,162.50	$ 6,795,581.15
2040	$ 25,091,105	$ 543,220,436	$ 568,311,541	40%	$ 227,324,617	$ 7,251,655.27	$ 320,163.50	$ 6,931,491.77
Total		**$ 6,287,961,910**				$ 85,997,318.97	$ 5,762,926.00	**$ 80,234,392.97**

APPENDIX B – TAX ALLOCATION DISTRICT #1 ENDING IN 2040

5B. DETAILED FUNDING ANALYSIS – 2.50% GROWTH RATE

2.50% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 439,033,747	$ 464,124,852	40%	$ 185,649,941	$ 5,922,233.11	$ 320,162.50	$ 5,602,070.61
2030	$ 25,091,105	$ 450,009,591	$ 475,100,696	40%	$ 190,040,278	$ 6,062,284.88	$ 320,162.50	$ 5,742,122.38
2031	$ 25,091,105	$ 461,259,831	$ 486,350,936	40%	$ 194,540,374	$ 6,205,837.94	$ 320,162.50	$ 5,885,675.44
2032	$ 25,091,105	$ 472,791,326	$ 497,882,431	40%	$ 199,152,973	$ 6,352,979.82	$ 320,162.50	$ 6,032,817.32
2033	$ 25,091,105	$ 484,611,110	$ 509,702,215	40%	$ 203,880,886	$ 6,503,800.26	$ 320,162.50	$ 6,183,637.76
2034	$ 25,091,105	$ 496,726,387	$ 521,817,492	40%	$ 208,726,997	$ 6,658,391.20	$ 320,162.50	$ 6,338,228.70
2035	$ 25,091,105	$ 509,144,547	$ 534,235,652	40%	$ 213,694,261	$ 6,816,846.92	$ 320,162.50	$ 6,496,684.42
2036	$ 25,091,105	$ 521,873,161	$ 546,964,266	40%	$ 218,785,706	$ 6,979,264.03	$ 320,162.50	$ 6,659,101.53
2037	$ 25,091,105	$ 534,919,990	$ 560,011,095	40%	$ 224,004,438	$ 7,145,741.57	$ 320,162.50	$ 6,825,579.07
2038	$ 25,091,105	$ 548,292,989	$ 573,384,094	40%	$ 229,353,638	$ 7,316,381.04	$ 320,162.50	$ 6,996,218.54
2039	$ 25,091,105	$ 562,000,314	$ 587,091,419	40%	$ 234,836,568	$ 7,491,286.51	$ 320,162.50	$ 7,171,124.01
2040	$ 25,091,105	$ 576,050,322	$ 601,141,427	40%	$ 240,456,571	$ 7,670,564.61	$ 320,163.50	$ 7,350,401.11
Total		**$ 6,485,038,922**				$ 88,512,021.64	$ 5,762,926.00	**$ 82,749,095.64**

APPENDIX B – TAX ALLOCATION DISTRICT #1 ENDING IN 2040

6B. DETAILED FUNDING ANALYSIS – 3.00% GROWTH RATE

3.00% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 441,175,375	$ 466,266,480	40%	$ 186,506,592	$ 5,949,560.29	$ 320,162.50	$ 5,629,397.79
2030	$ 25,091,105	$ 454,410,636	$ 479,501,741	40%	$ 191,800,697	$ 6,118,442.22	$ 320,162.50	$ 5,798,279.72
2031	$ 25,091,105	$ 468,042,956	$ 493,134,061	40%	$ 197,253,624	$ 6,292,390.61	$ 320,162.50	$ 5,972,228.11
2032	$ 25,091,105	$ 482,084,244	$ 507,175,349	40%	$ 202,870,140	$ 6,471,557.46	$ 320,162.50	$ 6,151,394.96
2033	$ 25,091,105	$ 496,546,772	$ 521,637,877	40%	$ 208,655,151	$ 6,656,099.30	$ 320,162.50	$ 6,335,936.80
2034	$ 25,091,105	$ 511,443,175	$ 536,534,280	40%	$ 214,613,712	$ 6,846,177.41	$ 320,162.50	$ 6,526,014.91
2035	$ 25,091,105	$ 526,786,470	$ 551,877,575	40%	$ 220,751,030	$ 7,041,957.86	$ 320,162.50	$ 6,721,795.36
2036	$ 25,091,105	$ 542,590,064	$ 567,681,169	40%	$ 227,072,468	$ 7,243,611.72	$ 320,162.50	$ 6,923,449.22
2037	$ 25,091,105	$ 558,867,766	$ 583,958,871	40%	$ 233,583,548	$ 7,451,315.19	$ 320,162.50	$ 7,131,152.69
2038	$ 25,091,105	$ 575,633,799	$ 600,724,904	40%	$ 240,289,962	$ 7,665,249.77	$ 320,162.50	$ 7,345,087.27
2039	$ 25,091,105	$ 592,902,813	$ 617,993,918	40%	$ 247,197,567	$ 7,885,602.39	$ 320,162.50	$ 7,565,439.89
2040	$ 25,091,105	$ 610,689,897	$ 635,781,002	40%	$ 254,312,401	$ 8,112,565.59	$ 320,163.50	$ 7,792,402.09
Total		**$ 6,689,499,574**				$ 91,120,939.56	$ 5,762,926.00	**$ 85,358,013.56**

APPENDIX C

DETAILED FUNDING ANALYSIS
(EXTENSION OF TAX ALLOCATION DISTRICT #1 ENDING IN 2052)

APPENDIX C – EXTENSION OF TAX ALLOCATION DISTRICT #1 Ending in 2052

1C: OVERVIEW OF FUNDING ANALYSIS

Incremental Property Tax Revenue (Projected)
Extension of Tax Allocation District #1 Ending in 2052

Taxable Project Value	$ 428,325,607	$ 428,325,607	$ 428,325,607	$ 428,325,607	$ 428,325,607

	Weak Growth		Moderate Growth		Strong Growth
Tax Year	**1.00%**	**1.50%**	**2.00%**	**2.50%**	**3.00%**
2023	$ -	$ -	$ -	$ -	$ -
2024	$ -	$ -	$ -	$ -	$ -
2025	$ -	$ -	$ -	$ -	$ -
2026	$ -	$ -	$ -	$ -	$ -
2027	$ -	$ -	$ -	$ -	$ -
2028	$ 428,325,607.00	$ 428,325,607.00	$ 428,325,607.00	$ 428,325,607.00	$ 428,325,607.00
2029	$ 432,608,863.07	$ 434,750,491.11	$ 436,892,119.14	$ 439,033,747.18	$ 441,175,375.21
2030	$ 436,934,951.70	$ 441,271,748.47	$ 445,629,961.52	$ 450,009,590.85	$ 454,410,636.47
2031	$ 441,304,301.22	$ 447,890,824.70	$ 454,542,560.75	$ 461,259,830.63	$ 468,042,955.56
2032	$ 445,717,344.23	$ 454,609,187.07	$ 463,633,411.97	$ 472,791,326.39	$ 482,084,244.23
2033	$ 450,174,517.67	$ 461,428,324.88	$ 472,906,080.21	$ 484,611,109.55	$ 496,546,771.55
2034	$ 454,676,262.85	$ 468,349,749.75	$ 482,364,201.81	$ 496,726,387.29	$ 511,443,174.70
2035	$ 459,223,025.48	$ 475,374,995.99	$ 492,011,485.85	$ 509,144,546.97	$ 526,786,469.94
2036	$ 463,815,255.73	$ 482,505,620.93	$ 501,851,715.57	$ 521,873,160.65	$ 542,590,064.04
2037	$ 468,453,408.29	$ 489,743,205.25	$ 511,888,749.88	$ 534,919,989.66	$ 558,867,765.96
2038	$ 473,137,942.37	$ 497,089,353.33	$ 522,126,524.87	$ 548,292,989.40	$ 575,633,798.94
2039	$ 477,869,321.80	$ 504,545,693.63	$ 532,569,055.37	$ 562,000,314.14	$ 592,902,812.91
2040	$ 482,648,015.01	$ 512,113,879.03	$ 543,220,436.48	$ 576,050,321.99	$ 610,689,897.30
2041	$ 487,474,495.16	$ 519,795,587.22	$ 554,084,845.21	$ 590,451,580.04	$ 629,010,594.21
2042	$ 492,349,240.12	$ 527,592,521.03	$ 565,166,542.11	$ 605,212,869.54	$ 647,880,912.04
2043	$ 497,272,732.52	$ 535,506,408.84	$ 576,469,872.95	$ 620,343,191.28	$ 667,317,339.40
2044	$ 502,245,459.84	$ 543,539,004.97	$ 587,999,270.41	$ 635,851,771.06	$ 687,336,859.58
2045	$ 507,267,914.44	$ 551,692,090.05	$ 599,759,255.82	$ 651,748,065.34	$ 707,956,965.37
2046	$ 512,340,593.59	$ 559,967,471.40	$ 611,754,440.94	$ 668,041,766.97	$ 729,195,674.33
2047	$ 517,463,999.52	$ 568,366,983.47	$ 623,989,529.76	$ 684,742,811.15	$ 751,071,544.56
2048	$ 522,638,639.52	$ 576,892,488.22	$ 636,469,320.35	$ 701,861,381.43	$ 773,603,690.90
2049	$ 527,865,025.91	$ 585,545,875.54	$ 649,198,706.76	$ 719,407,915.96	$ 796,811,801.63
2050	$ 533,143,676.17	$ 594,329,063.68	$ 662,182,680.89	$ 737,393,113.86	$ 820,716,155.68
2051	$ 538,475,112.93	$ 603,243,999.63	$ 675,426,334.51	$ 755,827,941.71	$ 845,337,640.35
2052	$ 543,859,864.06	$ 612,292,659.63	$ 688,934,861.20	$ 774,723,640.25	$ 870,697,769.56
Total	**$ 12,097,285,570.20**	**$ 12,876,762,834.81**	**$ 13,719,397,571.35**	**$ 14,630,644,970.32**	**$ 15,616,436,521.41**

APPENDIX C – EXTENSION OF TAX ALLOCATION DISTRICT #1 Ending in 2052

2C. DETAILED FUNDING ANALYSIS – 1.00% GROWTH RATE

1.00% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 432,608,863	$ 457,699,968	40%	$ 183,079,987	$ 5,840,251.59	$ 320,162.50	$ 5,520,089.09
2030	$ 25,091,105	$ 436,934,952	$ 462,026,057	40%	$ 184,810,423	$ 5,895,452.48	$ 320,162.50	$ 5,575,289.98
2031	$ 25,091,105	$ 441,304,301	$ 466,395,406	40%	$ 186,558,162	$ 5,951,205.38	$ 320,162.50	$ 5,631,042.88
2032	$ 25,091,105	$ 445,717,344	$ 470,808,449	40%	$ 188,323,380	$ 6,007,515.81	$ 320,162.50	$ 5,687,353.31
2033	$ 25,091,105	$ 450,174,518	$ 475,265,623	40%	$ 190,106,249	$ 6,064,389.35	$ 320,162.50	$ 5,744,226.85
2034	$ 25,091,105	$ 454,676,263	$ 479,767,368	40%	$ 191,906,947	$ 6,121,831.61	$ 320,162.50	$ 5,801,669.11
2035	$ 25,091,105	$ 459,223,025	$ 484,314,130	40%	$ 193,725,652	$ 6,179,848.30	$ 320,162.50	$ 5,859,685.80
2036	$ 25,091,105	$ 463,815,256	$ 488,906,361	40%	$ 195,562,544	$ 6,238,445.16	$ 320,162.50	$ 5,918,282.66
2037	$ 25,091,105	$ 468,453,408	$ 493,544,513	40%	$ 197,417,805	$ 6,297,627.99	$ 320,162.50	$ 5,977,465.49
2038	$ 25,091,105	$ 473,137,942	$ 498,229,047	40%	$ 199,291,619	$ 6,357,402.64	$ 320,162.50	$ 6,037,240.14
2039	$ 25,091,105	$ 477,869,322	$ 502,960,427	40%	$ 201,184,171	$ 6,417,775.05	$ 320,162.50	$ 6,097,612.55
2040	$ 25,091,105	$ 482,648,015	$ 507,739,120	40%	$ 203,095,648	$ 6,478,751.17	$ 320,162.50	$ 6,158,588.67
2041	$ 25,091,105	$ 487,474,495	$ 512,565,600	40%	$ 205,026,240	$ 6,540,337.06	$ 320,162.50	$ 6,220,174.56
2042	$ 25,091,105	$ 492,349,240	$ 517,440,345	40%	$ 206,976,138	$ 6,602,538.80	$ 320,162.50	$ 6,282,376.30
2043	$ 25,091,105	$ 497,272,733	$ 522,363,838	40%	$ 208,945,535	$ 6,665,362.57	$ 320,162.50	$ 6,345,200.07
2044	$ 25,091,105	$ 502,245,460	$ 527,336,565	40%	$ 210,934,626	$ 6,728,814.57	$ 320,162.50	$ 6,408,652.07
2045	$ 25,091,105	$ 507,267,914	$ 532,359,019	40%	$ 212,943,608	$ 6,792,901.09	$ 320,162.50	$ 6,472,738.59
2046	$ 25,091,105	$ 512,340,594	$ 537,431,699	40%	$ 214,972,679	$ 6,857,628.47	$ 320,162.50	$ 6,537,465.97
2047	$ 25,091,105	$ 517,464,000	$ 542,555,105	40%	$ 217,022,042	$ 6,923,003.13	$ 320,162.50	$ 6,602,840.63
2048	$ 25,091,105	$ 522,638,640	$ 547,729,745	40%	$ 219,091,898	$ 6,989,031.54	$ 320,162.50	$ 6,668,869.04
2049	$ 25,091,105	$ 527,865,026	$ 552,956,131	40%	$ 221,182,452	$ 7,055,720.23	$ 320,162.50	$ 6,735,557.73
2050	$ 25,091,105	$ 533,143,676	$ 558,234,781	40%	$ 223,293,912	$ 7,123,075.81	$ 320,162.50	$ 6,802,913.31
2051	$ 25,091,105	$ 538,475,113	$ 563,566,218	40%	$ 225,426,487	$ 7,191,104.94	$ 320,162.50	$ 6,870,942.44
2052	$ 25,091,105	$ 543,859,864	$ 568,950,969	40%	$ 227,580,388	$ 7,259,814.37	$ 320,162.50	$ 6,939,651.87
Total		**$ 12,097,285,570**				$ 163,966,238.87	$ 9,604,875.00	**$ 154,361,363.87**

APPENDIX C – EXTENSION OF TAX ALLOCATION DISTRICT #1 Ending in 2052

3C. DETAILED FUNDING ANALYSIS – 1.50% GROWTH RATE

1.50% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 434,750,491	$ 459,841,596	40%	$ 183,936,638	$ 5,867,578.77	$ 320,162.50	$ 5,547,416.27
2030	$ 25,091,105	$ 441,271,748	$ 466,362,853	40%	$ 186,545,141	$ 5,950,790.01	$ 320,162.50	$ 5,630,627.51
2031	$ 25,091,105	$ 447,890,825	$ 472,981,930	40%	$ 189,192,772	$ 6,035,249.42	$ 320,162.50	$ 5,715,086.92
2032	$ 25,091,105	$ 454,609,187	$ 479,700,292	40%	$ 191,880,117	$ 6,120,975.73	$ 320,162.50	$ 5,800,813.23
2033	$ 25,091,105	$ 461,428,325	$ 486,519,430	40%	$ 194,607,772	$ 6,207,987.93	$ 320,162.50	$ 5,887,825.43
2034	$ 25,091,105	$ 468,349,750	$ 493,440,855	40%	$ 197,376,342	$ 6,296,305.31	$ 320,162.50	$ 5,976,142.81
2035	$ 25,091,105	$ 475,374,996	$ 500,466,101	40%	$ 200,186,440	$ 6,385,947.45	$ 320,162.50	$ 6,065,784.95
2036	$ 25,091,105	$ 482,505,621	$ 507,596,726	40%	$ 203,038,690	$ 6,476,934.22	$ 320,162.50	$ 6,156,771.72
2037	$ 25,091,105	$ 489,743,205	$ 514,834,310	40%	$ 205,933,724	$ 6,569,285.80	$ 320,162.50	$ 6,249,123.30
2038	$ 25,091,105	$ 497,089,353	$ 522,180,458	40%	$ 208,872,183	$ 6,663,022.65	$ 320,162.50	$ 6,342,860.15
2039	$ 25,091,105	$ 504,545,694	$ 529,636,799	40%	$ 211,854,719	$ 6,758,165.55	$ 320,162.50	$ 6,438,003.05
2040	$ 25,091,105	$ 512,113,879	$ 537,204,984	40%	$ 214,881,994	$ 6,854,735.60	$ 320,162.50	$ 6,534,573.10
2041	$ 25,091,105	$ 519,795,587	$ 544,886,692	40%	$ 217,954,677	$ 6,952,754.19	$ 320,162.50	$ 6,632,591.69
2042	$ 25,091,105	$ 527,592,521	$ 552,683,626	40%	$ 221,073,450	$ 7,052,243.07	$ 320,162.50	$ 6,732,080.57
2043	$ 25,091,105	$ 535,506,409	$ 560,597,514	40%	$ 224,239,006	$ 7,153,224.28	$ 320,162.50	$ 6,833,061.78
2044	$ 25,091,105	$ 543,539,005	$ 568,630,110	40%	$ 227,452,044	$ 7,255,720.20	$ 320,162.50	$ 6,935,557.70
2045	$ 25,091,105	$ 551,692,090	$ 576,783,195	40%	$ 230,713,278	$ 7,359,753.57	$ 320,162.50	$ 7,039,591.07
2046	$ 25,091,105	$ 559,967,471	$ 585,058,576	40%	$ 234,023,431	$ 7,465,347.43	$ 320,162.50	$ 7,145,184.93
2047	$ 25,091,105	$ 568,366,983	$ 593,458,088	40%	$ 237,383,235	$ 7,572,525.21	$ 320,162.50	$ 7,252,362.71
2048	$ 25,091,105	$ 576,892,488	$ 601,983,593	40%	$ 240,793,437	$ 7,681,310.65	$ 320,162.50	$ 7,361,148.15
2049	$ 25,091,105	$ 585,545,876	$ 610,636,981	40%	$ 244,254,792	$ 7,791,727.87	$ 320,162.50	$ 7,471,565.37
2050	$ 25,091,105	$ 594,329,064	$ 619,420,169	40%	$ 247,768,067	$ 7,903,801.35	$ 320,162.50	$ 7,583,638.85
2051	$ 25,091,105	$ 603,244,000	$ 628,335,105	40%	$ 251,334,042	$ 8,017,555.94	$ 320,162.50	$ 7,697,393.44
2052	$ 25,091,105	$ 612,292,660	$ 637,383,765	40%	$ 254,953,506	$ 8,133,016.84	$ 320,162.50	$ 7,812,854.34
Total		**$ 12,876,762,835**				$ 173,912,368.77	$ 9,604,875.00	**$ 164,307,493.77**

APPENDIX C – EXTENSION OF TAX ALLOCATION DISTRICT #1 Ending in 2052

4C. DETAILED FUNDING ANALYSIS – 2.00% GROWTH RATE

2.00% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Revenue Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 436,892,119	$ 461,983,224	40%	$ 184,793,290	$ 5,894,905.94	$ 320,162.50	$ 5,574,743.44
2030	$ 25,091,105	$ 445,629,962	$ 470,721,067	40%	$ 188,288,427	$ 6,006,400.81	$ 320,162.50	$ 5,686,238.31
2031	$ 25,091,105	$ 454,542,561	$ 479,633,666	40%	$ 191,853,466	$ 6,120,125.58	$ 320,162.50	$ 5,799,963.08
2032	$ 25,091,105	$ 463,633,412	$ 488,724,517	40%	$ 195,489,807	$ 6,236,124.84	$ 320,162.50	$ 5,915,962.34
2033	$ 25,091,105	$ 472,906,080	$ 497,997,185	40%	$ 199,198,874	$ 6,354,444.08	$ 320,162.50	$ 6,034,281.58
2034	$ 25,091,105	$ 482,364,202	$ 507,455,307	40%	$ 202,982,123	$ 6,475,129.71	$ 320,162.50	$ 6,154,967.21
2035	$ 25,091,105	$ 492,011,486	$ 517,102,591	40%	$ 206,841,036	$ 6,598,229.06	$ 320,162.50	$ 6,278,066.56
2036	$ 25,091,105	$ 501,851,716	$ 526,942,821	40%	$ 210,777,128	$ 6,723,790.39	$ 320,162.50	$ 6,403,627.89
2037	$ 25,091,105	$ 511,888,750	$ 536,979,855	40%	$ 214,791,942	$ 6,851,862.95	$ 320,162.50	$ 6,531,700.45
2038	$ 25,091,105	$ 522,126,525	$ 547,217,630	40%	$ 218,887,052	$ 6,982,496.96	$ 320,162.50	$ 6,662,334.46
2039	$ 25,091,105	$ 532,569,055	$ 557,660,160	40%	$ 223,064,064	$ 7,115,743.65	$ 320,162.50	$ 6,795,581.15
2040	$ 25,091,105	$ 543,220,436	$ 568,311,541	40%	$ 227,324,617	$ 7,251,655.27	$ 320,162.50	$ 6,931,492.77
2041	$ 25,091,105	$ 554,084,845	$ 579,175,950	40%	$ 231,670,380	$ 7,390,285.12	$ 320,162.50	$ 7,070,122.62
2042	$ 25,091,105	$ 565,166,542	$ 590,257,647	40%	$ 236,103,059	$ 7,531,687.58	$ 320,162.50	$ 7,211,525.08
2043	$ 25,091,105	$ 576,469,873	$ 601,560,978	40%	$ 240,624,391	$ 7,675,918.08	$ 320,162.50	$ 7,355,755.58
2044	$ 25,091,105	$ 587,999,270	$ 613,090,375	40%	$ 245,236,150	$ 7,823,033.19	$ 320,162.50	$ 7,502,870.69
2045	$ 25,091,105	$ 599,759,256	$ 624,850,361	40%	$ 249,940,144	$ 7,973,090.60	$ 320,162.50	$ 7,652,928.10
2046	$ 25,091,105	$ 611,754,441	$ 636,845,546	40%	$ 254,738,218	$ 8,126,149.17	$ 320,162.50	$ 7,805,986.67
2047	$ 25,091,105	$ 623,989,530	$ 649,080,635	40%	$ 259,632,254	$ 8,282,268.90	$ 320,162.50	$ 7,962,106.40
2048	$ 25,091,105	$ 636,469,320	$ 661,560,425	40%	$ 264,624,170	$ 8,441,511.03	$ 320,162.50	$ 8,121,348.53
2049	$ 25,091,105	$ 649,198,707	$ 674,289,812	40%	$ 269,715,925	$ 8,603,938.00	$ 320,162.50	$ 8,283,775.50
2050	$ 25,091,105	$ 662,182,681	$ 687,273,786	40%	$ 274,909,514	$ 8,769,613.51	$ 320,162.50	$ 8,449,451.01
2051	$ 25,091,105	$ 675,426,335	$ 700,517,440	40%	$ 280,206,976	$ 8,938,602.53	$ 320,162.50	$ 8,618,440.03
2052	$ 25,091,105	$ 688,934,861	$ 714,025,966	40%	$ 285,610,386	$ 9,110,971.33	$ 320,162.50	$ 8,790,808.83
Total		**$ 13,719,397,571**				$ 184,664,388.00	$ 9,604,875.00	**$ 175,059,513.00**

APPENDIX C – EXTENSION OF TAX ALLOCATION DISTRICT #1 Ending in 2052

5C. DETAILED FUNDING ANALYSIS – 2.50% GROWTH RATE

2.50% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Tax Increment Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 439,033,747	$ 464,124,852	40%	$ 185,649,941	$ 5,922,233.11	$ 320,162.50	$ 5,602,070.61
2030	$ 25,091,105	$ 450,009,591	$ 475,100,696	40%	$ 190,040,278	$ 6,062,284.88	$ 320,162.50	$ 5,742,122.38
2031	$ 25,091,105	$ 461,259,831	$ 486,350,936	40%	$ 194,540,374	$ 6,205,837.94	$ 320,162.50	$ 5,885,675.44
2032	$ 25,091,105	$ 472,791,326	$ 497,882,431	40%	$ 199,152,973	$ 6,352,979.82	$ 320,162.50	$ 6,032,817.32
2033	$ 25,091,105	$ 484,611,110	$ 509,702,215	40%	$ 203,880,886	$ 6,503,800.26	$ 320,162.50	$ 6,183,637.76
2034	$ 25,091,105	$ 496,726,387	$ 521,817,492	40%	$ 208,726,997	$ 6,658,391.20	$ 320,162.50	$ 6,338,228.70
2035	$ 25,091,105	$ 509,144,547	$ 534,235,652	40%	$ 213,694,261	$ 6,816,846.92	$ 320,162.50	$ 6,496,684.42
2036	$ 25,091,105	$ 521,873,161	$ 546,964,266	40%	$ 218,785,706	$ 6,979,264.03	$ 320,162.50	$ 6,659,101.53
2037	$ 25,091,105	$ 534,919,990	$ 560,011,095	40%	$ 224,004,438	$ 7,145,741.57	$ 320,162.50	$ 6,825,579.07
2038	$ 25,091,105	$ 548,292,989	$ 573,384,094	40%	$ 229,353,638	$ 7,316,381.04	$ 320,162.50	$ 6,996,218.54
2039	$ 25,091,105	$ 562,000,314	$ 587,091,419	40%	$ 234,836,568	$ 7,491,286.51	$ 320,162.50	$ 7,171,124.01
2040	$ 25,091,105	$ 576,050,322	$ 601,141,427	40%	$ 240,456,571	$ 7,670,564.61	$ 320,162.50	$ 7,350,402.11
2041	$ 25,091,105	$ 590,451,580	$ 615,542,685	40%	$ 246,217,074	$ 7,854,324.66	$ 320,162.50	$ 7,534,162.16
2042	$ 25,091,105	$ 605,212,870	$ 630,303,975	40%	$ 252,121,590	$ 8,042,678.72	$ 320,162.50	$ 7,722,516.22
2043	$ 25,091,105	$ 620,343,191	$ 645,434,296	40%	$ 258,173,719	$ 8,235,741.62	$ 320,162.50	$ 7,915,579.12
2044	$ 25,091,105	$ 635,851,771	$ 660,942,876	40%	$ 264,377,150	$ 8,433,631.10	$ 320,162.50	$ 8,113,468.60
2045	$ 25,091,105	$ 651,748,065	$ 676,839,170	40%	$ 270,735,668	$ 8,636,467.81	$ 320,162.50	$ 8,316,305.31
2046	$ 25,091,105	$ 668,041,767	$ 693,132,872	40%	$ 277,253,149	$ 8,844,375.45	$ 320,162.50	$ 8,524,212.95
2047	$ 25,091,105	$ 684,742,811	$ 709,833,916	40%	$ 283,933,566	$ 9,057,480.77	$ 320,162.50	$ 8,737,318.27
2048	$ 25,091,105	$ 701,861,381	$ 726,952,486	40%	$ 290,780,995	$ 9,275,913.73	$ 320,162.50	$ 8,955,751.23
2049	$ 25,091,105	$ 719,407,916	$ 744,499,021	40%	$ 297,799,608	$ 9,499,807.51	$ 320,162.50	$ 9,179,645.01
2050	$ 25,091,105	$ 737,393,114	$ 762,484,219	40%	$ 304,993,688	$ 9,729,298.63	$ 320,162.50	$ 9,409,136.13
2051	$ 25,091,105	$ 755,827,942	$ 780,919,047	40%	$ 312,367,619	$ 9,964,527.04	$ 320,162.50	$ 9,644,364.54
2052	$ 25,091,105	$ 774,723,640	$ 799,814,745	40%	$ 319,925,898	$ 10,205,636.15	$ 320,162.50	$ 9,885,473.65
Total		**$ 14,630,644,970**				$ 196,291,904.82	$ 9,604,875.00	**$ 186,687,029.82**

APPENDIX C – EXTENSION OF TAX ALLOCATION DISTRICT #1 Ending in 2052

6C. DETAILED FUNDING ANALYSIS – 3.00% GROWTH RATE

3.00% Growth Rate								
Tax Year	**TAD Base Value**	**Increment FMV Additions**	**Total FMV**	**Assessment Ratio**	**Assessed Value**	**Total Property Tax**	**Base Property Tax**	**Projected Tax Increment Available to Fund Pay-Go**
2023	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2024	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2025	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2026	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2027	$ 25,091,105	$ -	$ 25,091,105	40%	$ 10,036,442	$ 320,162.50	$ 320,162.50	$ (0.00)
2028	$ 25,091,105	$ 428,325,607	$ 453,416,712	40%	$ 181,366,685	$ 5,785,597.25	$ 320,162.50	$ 5,465,434.75
2029	$ 25,091,105	$ 441,175,375	$ 466,266,480	40%	$ 186,506,592	$ 5,949,560.29	$ 320,162.50	$ 5,629,397.79
2030	$ 25,091,105	$ 454,410,636	$ 479,501,741	40%	$ 191,800,697	$ 6,118,442.22	$ 320,162.50	$ 5,798,279.72
2031	$ 25,091,105	$ 468,042,956	$ 493,134,061	40%	$ 197,253,624	$ 6,292,390.61	$ 320,162.50	$ 5,972,228.11
2032	$ 25,091,105	$ 482,084,244	$ 507,175,349	40%	$ 202,870,140	$ 6,471,557.46	$ 320,162.50	$ 6,151,394.96
2033	$ 25,091,105	$ 496,546,772	$ 521,637,877	40%	$ 208,655,151	$ 6,656,099.30	$ 320,162.50	$ 6,335,936.80
2034	$ 25,091,105	$ 511,443,175	$ 536,534,280	40%	$ 214,613,712	$ 6,846,177.41	$ 320,162.50	$ 6,526,014.91
2035	$ 25,091,105	$ 526,786,470	$ 551,877,575	40%	$ 220,751,030	$ 7,041,957.86	$ 320,162.50	$ 6,721,795.36
2036	$ 25,091,105	$ 542,590,064	$ 567,681,169	40%	$ 227,072,468	$ 7,243,611.72	$ 320,162.50	$ 6,923,449.22
2037	$ 25,091,105	$ 558,867,766	$ 583,958,871	40%	$ 233,583,548	$ 7,451,315.19	$ 320,162.50	$ 7,131,152.69
2038	$ 25,091,105	$ 575,633,799	$ 600,724,904	40%	$ 240,289,962	$ 7,665,249.77	$ 320,162.50	$ 7,345,087.27
2039	$ 25,091,105	$ 592,902,813	$ 617,993,918	40%	$ 247,197,567	$ 7,885,602.39	$ 320,162.50	$ 7,565,439.89
2040	$ 25,091,105	$ 610,689,897	$ 635,781,002	40%	$ 254,312,401	$ 8,112,565.59	$ 320,162.50	$ 7,792,403.09
2041	$ 25,091,105	$ 629,010,594	$ 654,101,699	40%	$ 261,640,680	$ 8,346,337.68	$ 320,162.50	$ 8,026,175.18
2042	$ 25,091,105	$ 647,880,912	$ 672,972,017	40%	$ 269,188,807	$ 8,587,122.94	$ 320,162.50	$ 8,266,960.44
2043	$ 25,091,105	$ 667,317,339	$ 692,408,444	40%	$ 276,963,378	$ 8,835,131.75	$ 320,162.50	$ 8,514,969.25
2044	$ 25,091,105	$ 687,336,860	$ 712,427,965	40%	$ 284,971,186	$ 9,090,580.83	$ 320,162.50	$ 8,770,418.33
2045	$ 25,091,105	$ 707,956,965	$ 733,048,070	40%	$ 293,219,228	$ 9,353,693.38	$ 320,162.50	$ 9,033,530.88
2046	$ 25,091,105	$ 729,195,674	$ 754,286,779	40%	$ 301,714,712	$ 9,624,699.30	$ 320,162.50	$ 9,304,536.80
2047	$ 25,091,105	$ 751,071,545	$ 776,162,650	40%	$ 310,465,060	$ 9,903,835.41	$ 320,162.50	$ 9,583,672.91
2048	$ 25,091,105	$ 773,603,691	$ 798,694,796	40%	$ 319,477,918	$ 10,191,345.60	$ 320,162.50	$ 9,871,183.10
2049	$ 25,091,105	$ 796,811,802	$ 821,902,907	40%	$ 328,761,163	$ 10,487,481.09	$ 320,162.50	$ 10,167,318.59
2050	$ 25,091,105	$ 820,716,156	$ 845,807,261	40%	$ 338,322,904	$ 10,792,500.65	$ 320,162.50	$ 10,472,338.15
2051	$ 25,091,105	$ 845,337,640	$ 870,428,745	40%	$ 348,171,498	$ 11,106,670.79	$ 320,162.50	$ 10,786,508.29
2052	$ 25,091,105	$ 870,697,770	$ 895,788,875	40%	$ 358,315,550	$ 11,430,266.04	$ 320,162.50	$ 11,110,103.54
Total		**$ 15,616,436,521**				$ 208,870,605.01	$ 9,604,875.00	**$ 199,265,730.01**

COMMUNITY BENEFITS AGREEMENT

BETWEEN

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

AND

THE LEAVEN GROUP LLC

Dated Date: _____ __, 2023

Project: Georgia Square Mall Redevelopment Project

"Tax Allocation District Number 1- Unified Government of Athens-Clarke County, Georgia", referred to as the "Mall Area Tax Allocation District"

TABLE OF CONTENTS

Page

Article I RECITALS 1

Article II GENERAL TERMS 7

Section 2.1. Definitions 7
Section 2.2. Singular and Plural 20
Section 2.3. Construction 20
Section 2.4. Recitals 20

Article III REPRESENTATIONS AND WARRANTIES 21

Section 3.1. Representations and Warranties of Owner 21
Section 3.2. Representations and Warranties of ACC 22

Article IV PROJECT LAND 22

Section 4.1. Easements, Encroachments & Utilities 22

Article V SPECIAL COVENANTS AND OBLIGATIONS 23

Section 5.1. Owner Covenants and Obligations 23
Section 5.2. ACC Covenants and Obligations 23
Section 5.3. Cooperation Covenants 23
Section 5.4. Confidentiality 24

Article VI DEVELOPMENT AND CONSTRUCTION 24

Section 6.1. Construction of the Project 24
Section 6.2. Force Majeure 25
Section 6.3. Approvals Required for the Project 26
Section 6.4. Material Modifications 26
Section 6.5. Approvals and Consents of ACC 27
Section 6.6. Transit Station Redevelopment Project 28

Article VII DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF OWNER 30

Section 7.1. Design of Improvements 30
Section 7.2. PD Zoning and this Agreement Separate and Distinct 31
Section 7.3. Litigation 31
Section 7.4. Financial and Operating Information 31
Section 7.5. Records and Accounts 31
Section 7.6. Construction Standard 31
Section 7.7. Compliance with Laws, Contracts, Licenses, and Permits 31
Section 7.8. Laborers, Subcontractors and Materialmen 32
Section 7.9. Determinations by Verification Agent and Owner Obligations are Separate and Distinct 32
Section 7.10. Event Notices 32
Section 7.11. Taxes 32
Section 7.12. Insurance 32
Section 7.13. Further Assurances and Corrective Instruments 32

Section 7.14. Performance by Owner 32
Section 7.15. Transfer of the Project and Interests in Owner 33
Section 7.16. Permitted Title Exceptions 34
Section 7.17. Organizational Structure 34
Section 7.18. [RESERVED] 34
Section 7.19. Owner Operations and Employees 34
Section 7.20. Access to Owner's Non-Construction Records 34
Section 7.21. Access to the Site and Construction Records 35
Section 7.22. Tours of Project Site 35
Section 7.23. Performance Commitments 35
Section 7.24. Annual Reports 35
Section 7.25. [RESERVED] 36
Section 7.26. SAVE Affidavit 36

Article VIII effective date and conditions; TERM 36

Section 8.1. Effective Date 36
Section 8.2. Conditions to Effective Date 36
Section 8.3. Term of Agreement; Expiration Date 38
Section 8.4. Termination 38
Section 8.5. Effect of Expiration or Termination 40

Article IX ADVANCES, REQUISITIONS, AND REQUISITIONS 40

Section 9.1. Advances; Site TAD Account 40
Section 9.2. Ineligible Costs 40
Section 9.3. Submission of Requisition for Reimbursable Project Costs Documents 42
Section 9.4. Project Budget 46
Section 9.6. Limited Liability 47
Section 9.7. Limitation on Force Majeure 47
Section 9.8. ACC Expenses and Consent 47

Article X INDEMNIFICATION 47

Section 10.1. Indemnification 47
Section 10.2. Notice of Claim 48
Section 10.3. Defense 48
Section 10.4. Separate Counsel 48
Section 10.5. Survival 48

Article XI DEFAULT 49

Section 11.1. Default by Owner 49
Section 11.2. ACC's Remedies 49
Section 11.3. Remedies Cumulative 50
Section 11.4. Non-Waiver 50
Section 11.5. Mediation 50
Section 11.6. Default by ACC 51
Section 11.7. Remedies Against ACC 51

Article XII MISCELLANEOUS 51
Section 12.1. Notices 51
Section 12.2. Amendments and Waivers 52
Section 12.3. Invalidity 52
Section 12.4. Successors and Assigns 52
Section 12.5. Schedules and Exhibits; Titles of Articles and Sections 53
Section 12.6. Applicable Law 53
Section 12.7. Entire Agreement 53
Section 12.8. Approval by the Parties 53
Section 12.9. Additional Actions 53
Section 12.10. No Construction against Drafter 54
Section 12.11. ACC Expenses and Consent 54
Section 12.12. Estoppel Certificates 54
Section 12.13. Exculpation 54
Section 12.14. Broker's Commissions 54
Section 12.15. PDF Signatures 55
Section 12.16. Counterparts 55

SCHEDULES

Schedule K	Legal Description of the Site
Schedule L-1	Master Site Plan
Schedule L-2	Master Tree Management Plan
Schedule L-3	Phasing and Pedestrian Circulation Plan
Schedule L-4	Georgia Square Mall Redevelopment Concept Plan
Schedule P	Performance Commitments
Schedule 5.1	Other Commitments
Schedule 6.1	Phases and PD Zoning
Schedule 6.6	Transit Station Redevelopment Project
Schedule 7.4	Due Diligence Materials
Schedule 7.15	Permitted Transfer
Schedule 7.15(b)	Form of Notice of Permitted Transfer
Schedule 7.26	SAVE Affidavit
Schedule 8.1	Acknowledgment
Schedule 9.2	Form of IGA
Schedule 9.3	Development Benchmarks
Schedule 9.3(a)	Form of Requisition
Schedule 9.3(i)	Tax Allocation Increment Base

AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this "**Agreement**"), dated as of _____ __, 2023 (the "**Dated Date**"), is made between **THE LEAVEN GROUP LLC,** a Georgia limited liability company (the "**Owner**"), and the **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**ACC**"), in its respective capacities as ACC's "local legislative body" or "redevelopment agency", as appropriate, under the Redevelopment Powers Law, O.C.G.A. §36-44-1, et seq. (as may be amended from time to time, the "**Redevelopment Powers Law**"). The Dated Date hereof is for reference purposes only. This Agreement shall become effective only as of the Effective Date (defined below), and on the terms and conditions hereof.

ARTICLE I
RECITALS

A. ACC is duly authorized to exercise redevelopment powers under the Redevelopment Powers Law by 2006 Ga. Laws p. 3690, as approved by referendum.

B. ACC adopted a Resolution on November 10, 2020 (the "**TAD Resolution**"), following a public hearing as required by law, by which the governing body of ACC approved the Mall Area Redevelopment Plan (as and now or hereafter amended, the "**Redevelopment Plan**") and created "Tax Allocation District Number 1- Unified Government of Athens-Clarke County, Georgia", as more fully identified in the Redevelopment Plan (the "**TAD**"). Capitalized terms or terms in bold type used herein and not otherwise defined have the meanings given to them in Article II. On October 4, 2011, ACC's Mayor and Commission adopted a resolution designating themselves as ACC's redevelopment agency under the Redevelopment Powers Law. References herein to actions by ACC or the Mayor and Commission that are among the redevelopment powers delegated to the redevelopment agency by such resolution, or that the Redevelopment Powers Law specifies are to be taken by the redevelopment agency, shall be deemed references to the redevelopment agency.

C. Pursuant to the requirements of O.C.G.A. §36-44-10, ACC received from the Georgia Department of Revenue, certification dated January 8, 2021, of the tax allocation increment base for the TAD.

D. By resolution adopted by the Board of Education (the "**Board of Education**") of the Clarke County School District (the "**School District**", or "**CCSD**") on July 15, 2021 (the "**Board of Education Resolution**"), the Board of Education consented to the inclusion of certain School District *ad valorem* taxes in the computation of the Tax Allocation Increments (defined therein) of the TAD.

E. The School District and ACC then entered into that certain Intergovernmental Agreement (as and if amended, the "**IGA**") dated September 27, 2021 which contains certain terms and conditions applicable to the TAD, including, without limitation, provisions for the dissolution of the TAD and the termination of the Board of Education Resolution, upon certain occurrences, and for the review and approval of the expenditure or pledge by ACC of any money contained in the TAD's Special Fund (defined below) by a joint committee composed of designated members

of the Board of Education and ACC's Mayor and Commission (i.e., the "**Redevelopment Committee**", or the **"MARC**").

F. The Redevelopment Powers Law provides that ACC may enter into public-private partnerships to accomplish the redevelopment projects contemplated in the Redevelopment Plan.

G. The TAD Resolution expressed the intent of ACC, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the TAD.

H. The Redevelopment Plan provides that, (a) each private enterprise project will be financed by private investment (debt and equity), except to the extent, if any, that it is a Redevelopment Project and its Redevelopment Costs are paid by TAD Funds, and (b) a Community Benefit Agreement will be required for any private enterprise Redevelopment Costs to be paid by TAD Funds.

I. The Redevelopment Plan's authorized Redevelopment Projects are such projects as are approved in accordance with the process specified therein and the other provisions of the Redevelopment Plan.

J. Owner proposes to build or cause to be built on the Site (defined below) a mixed-use development (the "**Project**") that includes townhomes, multifamily apartments, active adult apartments, a retrofitted portion of the Georgia Square Mall (defined below) with retail and office, a new retail village, and a central green space. The Project will incorporate the one retail tenant remaining at the Georgia Square Mall. In total, the commercial component will include approximately 366,476 square feet of commercial space, including remodeled existing buildings with approximately 282,976 square feet of retail space and approximately 81,000 square feet of office space, as well as a newly constructed retail core with approximately 92,000 square feet of retail space.

K. The site of the Project (the "**Site**") consists of six parcels that occupy approximately 74.8 acres. The Site is approximately 9 miles west of the University of Georgia campus and 8 miles west of downtown Athens. All six of the parcels that make up the Site are in the TAD. At present, the improvements located on the six parcels contain approximately 895,000 square feet of rentable building area, of which approximately 65% is vacant. "**Georgia Square Mall**", a largely vacant mall, is among these improvements. A legal description of the Site is contained on Schedule K attached hereto and incorporated herein by reference. Owner has control over the Site and the improvements thereon by means of a purchase and sale agreement with the current landowner ("**PSA**").

L. The Project is further described in the following Schedules which are on file with ACC and copies of which are attached hereto and incorporated herein by reference: (1) the Master Site Plan ("**Master Site Plan**") attached hereto as Schedule L-1, (2) the Master Tree Management Plan ("**Master Tree Management Plan**") attached hereto as Schedule L-2 , (3) the Phasing and Pedestrian Circulation Plan ("**Phasing and Pedestrian Circulation Plan**") attached hereto as Schedule L-3, and (4) the Georgia Square Mall Redevelopment Concept Plan ("**Concept Plan**") attached hereto as Schedule L-4.

M. Owner proposed the Project to ACC for approval as a private enterprise Redevelopment Project under the Redevelopment Plan, and ACC has approved, and by ACC's approval of this Agreement does approve, it as such, such approval being effective as of the Effective Date.

N. In order to induce and further facilitate the successful accomplishment of the Project as a portion of the Redevelopment Plan, ACC has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with the law of the State of Georgia ("**State**") to enter into this Agreement with Owner, pursuant to which, subject to the conditions and limitations described herein, a portion of the Positive Tax Allocation Increment collected in the TAD will be used to reimburse Owner for certain Redevelopment Costs advanced by Owner in connection with the Project.

O. Owner agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization and redevelopment Project and to develop the Project consistent with the Redevelopment Plan, which revitalization and redevelopment would not be economically feasible without the reimbursements being provided through the TAD as contemplated herein.

P. This Agreement shall constitute the Community Benefits Agreement required by the Redevelopment Plan. In order to secure for the citizens of ACC and the residents of the TAD the community benefits intended to be provided hereby, Owner is agreeing hereby to the performance commitments ("**Performance Commitments**") set forth on Schedule P attached hereto and incorporated herein by reference.

Q. After careful study and investigation of the nature of the Project, ACC hereby finds and determines that:

1) the Project is located within the TAD and, as of the Effective Date, is an authorized "Redevelopment Project" under the Redevelopment Plan;

2) ACC possesses the statutory and Constitutional powers to provide financial assistance to the Project as provided herein, including, without limitation, the ACC's redevelopment powers under the Redevelopment Powers Law, which, among other things, authorizes redevelopment projects in redevelopment areas to improve economic and social conditions therein in order to abate or eliminate deleterious effects;

3) the Project will promote the objectives of the Redevelopment Powers Law and of the Redevelopment Plan; in particular, but without limitation, the Project will advance these goals and priorities stated in the Redevelopment Plan:

    a) public infrastructure needs,

    b) housing opportunities,

    c) economic development partnership opportunities, and

    d) Clarke County School District and youth development; and

4) the Project will be in the public interest of the inhabitants of ACC.

R. ACC has found and determined, and does hereby find and determine, that the consideration to be received by ACC and its citizens, pursuant to this Agreement includes the following "**Public Benefit**":

(a) the agreement of Owner to undertake, provide and carry out the Performance Commitments as stated and required in this Agreement; as a result, (i) the public will benefit from at least 99 multifamily residential units being added to ACC's inventory of affordable housing, (ii) as legally permissible, employees of CCSD will be afforded a priority to such additional affordable units; (iii) a day care center will be created; (iv) Owner will encourage its contractors and subcontractors to grant internships to CCSD students; and (iv) Owner will make good faith efforts to afford minority and female business enterprises the opportunity to participate in each Phase of business opportunities that relate to the acquisition, design and construction of the Project, including hosting a pre-construction job opportunity fair, soliciting minority and female business bid participation and advertising in the local newspaper of general circulation, and ensuring that all bids are accepted and considered, provided that bid selections shall be based on qualifications and comparative pricing; without limitation, the Transit Station Redevelopment Project and the assumption by Owner of the responsibility for construction and financing of, and maintenance costs associated with, three (3) public, Bus Stops/Bus Stop Shelters contribute greatly to the Public Benefit;

(b) value being added to the Project and to adjacent and nearby property on the tax digest, that would otherwise not be available;

(c) other public revenues such as sales and use taxes and business license fees that will be generated by the Project that otherwise would not be received by ACC or any other public body;

(d) the Project will add economic stimulus to the redevelopment area (i.e., the Site) in which the Project is located;

(e) Owner will convey to the public, pursuant to this Agreement and without cost, by means of licenses and/or public easements in favor of ACC, an interest in all of the Project's horizontal improvements, such as roads, stormwater system, traffic circles, park/greenspace and a multi-use trail (such interest, the "**Publicly Dedicated Property**), and will assume and pay all costs of operating and maintaining such horizontal improvements, which will both provide an asset to ACC while relieving ACC of the cost burden of operating and maintaining such asset; Owner will also convey to ACC without charge a ground lease estate in the land for the Transit Station Redevelopment Project;

(f) the Project will facilitate the catalytic redevelopment of the TAD, which will promote the revitalization and redevelopment of the TAD, thereby developing and promoting for the public good and general welfare the public purposes of the Redevelopment Powers

Law, and will also improve the prospect for growth and development in the surrounding areas;

(g) the stormwater management improvements, to be constructed and financed by the Owner, have been planned in order to, and are expected to (i) greatly enhance the protections from down-stream flooding experienced in areas surrounding and outside of the Site and the TAD and (ii) improve water quality in the Oconee River;

(h) the traffic circles, to be constructed and financed, have been planned in order to, and are expected to greatly improve traffic flow in and around the Site, the TAD and surrounding areas;

(i) the Project includes an "urban" design model, to be constructed and financed by the Owner, which are consistent with best practices in large metropolitan areas undergoing major redevelopment efforts, including, without limitation: (i) a reduction of the amount of impervious surface by 19 acres on the Site, which is expected to improve water quality and infiltration; (ii) a net increase of 800 trees which are designed for installation on the Site in order to improve air quality and reduce the heat island effect in the surrounding area; and (iii) the installation of sidewalks connecting the Project to Cleveland Road, thereby creating a pedestrian corridor to encourage walking to and from the Site by Cleveland Road residents;

(j) the Project's urban design approach is expected to further result in increased green space, greatly reduced and more limited surface parking, increased potential for electric vehicle charging infrastructure, a gridded street network providing the opportunity for future interconnections to adjacent properties to ensure a "downtown" aesthetic and allow for future traffic to have inter and intra parcel access along Atlanta Highway and thereby reducing traffic along that thoroughfare;

(k) not only will the Site be revitalized and redeveloped as a result of this Agreement, but the Site will be rebuilt in accordance with the enhanced standards of PD Zoning; in addition to the economic benefits of such revitalization and redevelopment, the Project will therefore increase the health, safety and welfare of residents of the Site, the TAD and surrounding areas; and

(l) the Transit Station Redevelopment Project and the assumption by Owner of the responsibility for the construction and financing of, and maintenance costs associated with, the three (3) public, Bus Stops/Bus Stop Shelters located outside of the boundaries of the Transit Station Redevelopment Project, but within the boundaries of the overall Site, are all sorely needed and are directly responsive to certain grounds on which ACC found and determined the redevelopment area that includes the Site to be a Redevelopment Area for purposes of the Redevelopment Plan and the Redevelopment Powers Law, and hence contribute greatly to the Public Benefit that ACC and its citizens will obtain as a result of the Project and this Agreement.

In making the above such findings and determinations, ACC has taken into account, among other things, the following:

(i) Northeast Georgia Regional Commission (NEGRC) Development of Regional Impact Final Report;
(ii) Georgia Square Mall Financial Analysis and School Enrollment Estimate: The Leaven Group, dated December 5, 2022, prepared by Economic Impact Group;
(iii) IMPLAN Economic Impact Analysis, prepared by Georgia Power Community and Economic Development; and
(iv) Georgia Square Mall Evaluation dated February 6, 2023, prepared by Terminus Analytics.

ACC has also found and determined, and does hereby find and determine, that the public interest is protected by the following, among other things:

1. This Agreement requires the Owner to pursue PD Zoning for the Site, and conditions the payment of Requisitions, to reimburse the Owner for Project Reimbursable Costs, on PD Zoning being in effect;
2. The effect of this Agreement is that a LURA will be in effect for multifamily buildings of each Phase for a 40-year period;
3. Owner is required by this Agreement to file with ACC Annual Reports which ACC will use to monitor Owner's progress with carrying out the Project;
4. This Agreement contains strict limitations on what expenditures on the Project made by Owner are eligible for reimbursement; these limitations are calculated to both comply with applicable legal limitations, and to encourage the intended revitalization and redevelopment of the Site;
5. Even after a reimbursement is made, Owner retains responsibility for the reimbursement complying with applicable legal requirements; and
6. This Agreement expressly limits the source for any reimbursements to Owner to the Positive Tax Allocation Increment derived from *ad valorem* taxes on real property located on the Site; thus, among other things, *ad valorem* taxes on other real property that is in the TAD but outside the Site are never a source for reimbursements, *ad valorem* taxes on real property located in the Site but included in the TAD's tax allocation increment base (as defined in the Redevelopment Powers Law) are never a source for reimbursements, general fund revenues from within the TAD are never a source for reimbursements, and tax revenues of ACC from outside the TAD are never a source for reimbursements.

ACC has further found and determined, and does hereby find and determine, that:

I. ACC's providing financial assistance to the Project as provided herein is essential to the viability of the Project, and served as a material inducement to the Owner agreeing to many of the elements of the Project;

II. the Public Benefit will be equal to or greater than the benefits to be derived by the Owner and the other private persons and entities who will be the developers, owners and/or tenant(s) or user(s) of the Project,

III. the public interest is protected; and

IV. therefore, the transactions contemplated hereby do not violate the prohibition in the Georgia Constitution on the payment by public bodies of gratuities to private sector persons or entities.

S. ACC has found and determined, and does hereby find and determines, that the Project is a large redevelopment project of regional significance, as established by the fact that the Project was required to comply with the approval requirements associated with developments of regional impact; as such, ACC has found and determined, and does hereby find and determine, that the Applicable Percentage (29%) is reasonable and appropriate under the facts and circumstances and, further, that taking into account the Public Benefit and that the public interest is protected, the Project can support through the generation of sufficient tax allocation increments, a greater degree of TAD assistance (i.e., the Applicable Percentage) than the 15% general limitation for TAD funding assistance as a percentage of total estimated project value set forth in the TAD Policies (defined below), and hence, that the TAD Policies are satisfied in that regard.

T. ACC has found and determined, and does hereby find and determine, that the Affordable Housing Requirements (defined below) set forth in this Agreement, under the facts and circumstances, materially comply with the affordable housing goals and priorities set forth in the Redevelopment Plan, as a result of the Owner's agreement to parameters summarized as 10% of Multifamily Units at 60% of AMI for 20 years.

U. This Agreement and the Project are authorized by the Redevelopment Plan, the Redevelopment Powers Law, and the Constitution of the State.

NOW THEREFORE, Owner and ACC, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the adequacy and sufficiency of which is acknowledged, hereby agree as follows:

AGREEMENT

ARTICLE II
GENERAL TERMS

Section 2.1. ***Definitions***. Unless the context clearly requires a different meaning, the following terms are used herein with following meanings:

"**ACC**" shall have the meaning assigned thereto in the Recitals.

"**ACC Code**" means the Code of Ordinances of ACC as codified.

"**ACC Construction Period**" has the meaning provided in Section 6.6 hereof.

"**Acknowledgment**" has the meaning provided in Section 8.1 hereof.

"**Act of Bankruptcy**" means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation Law or statute of any jurisdiction, whether now or hereafter in effect, and the same is not withdrawn, canceled or terminated within ninety (90) days of such filing or commencement of proceeding.

"Additional Consideration Period" has the meaning provided in Section 9.1(c) hereof.

"**Administrative Fee**" means an annual administrative fee payable to ACC from the Site TAD Account as provided in Section 9.5(a)(iii) hereof, to reimburse ACC for actual and/or imputed administrative costs, including reasonable charges for the time spent by public employees or agents of ACC in connection with the performance of this Agreement, and including, but not limited to, the costs of dispute resolution, such as litigation costs and the reasonable and actual fees and disbursements of outside counsel, related to Section 9.3 hereof, and including the costs of the management and accounting of the Site TAD Fund, in an amount not to exceed one percent in any one year (1%) of the Site TAD Increment for such year, provided, provided, however, that any deficiency for such purpose in the amount of Site TAD Increments in the TAD Account in any one year may be funded with amounts (if any) in the Site TAD Account in any one or more subsequent years until such Administrative Fee for such year is paid in full. For the avoidance of doubt, (a) costs associated with the Verification Agent are not paid out of the Administrative Fee but as provided elsewhere in this Agreement, and (c) Owner's obligation to make payments pursuant to that certain "Developer Responsibility Agreement" dated as of January 23, 2023 between Owner and ACC is an obligation of Owner and a right of ACC (the "**Developer Responsibility Agreement**") that are independent of and cumulative to this Agreement.

"**Advances**" means payments made by Owner or any other Persons on behalf of or for the benefit of the Project to pay any Reimbursable Project Costs representing expenditures made on or after the Effective Date, or during the Additional Consideration Period (defined below), including under construction contract(s) entered into between Owner and/or its agents and/or any other Persons succeeding to all or a portion of the Owner's development interests in the Project (or any Phase thereof) and the applicable General Contractor(s).

"**Affiliate**" means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b) below, and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Affordable Housing Requirements**" has the meaning provided in Schedule P attached hereto.

"**Affordable Housing Units**" means the Owner's affordable housing commitments contained in the LURA.

"**Agreement**" or "**Community Benefits Agreement**" means this Community Benefits Agreement as the same may be amended, supplemented, modified and/or restated from time to time.

"**Agreement Regarding Affordable Housing**" means the Owner's affordable housing commitments contained in the Performance Commitments.

"**Alternate Redevelopment Project**" has the meaning provided in Section 6.6 hereof.

"**AMI**" shall have the meaning assigned thereto in the Performance Commitments.

"**Annual Report**" has the meaning provided in Section 7.24 hereof.

"**Applicable Law**" shall mean any and all Laws which are applicable to the particular right, duty, obligation, power, action, activity or undertaking, as the case may be.

"**Applicable Percentage**" has the meaning provided in the definition of Payment Limitation.

"**Appraisal**" has the meaning provided in Section 6.6 hereof.

"**Assert**" means to bring an action of any nature before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or in part. Such term may be used as a present participle; *i.e.*, Asserting. Examples of such body or tribunal include, without limitation, state and federal courts in the United States.

"**Athens–Clarke County Metropolitan Statistical Area**", or "**MSA**", shall mean the Athens–Clarke County Metropolitan Statistical Area or any successor to such metropolitan statistical area as determined by the United States Office of Management and Budget.

"**Board of Education**" has the meaning provided in the Recitals above.

"**Board of Education Resolution**" has the meaning provided in the Recitals above.

"**Building**" means a building in a Phase of the Project that is identified by number and by use on the Concept Plan.

"**Business Day**" means any day other than a Saturday or Sunday or Federal holiday or legal holiday in the State or any other day on which ACC is authorized or required to close.

"**Commence Initial Construction**" means the first instance of physical construction, including, but not limited to, demolition, excavation, infrastructure construction, vertical construction of minor structures, etc. in any location within the Site. Such term may be used in the past tense as "**Commenced Initial Construction**."

"**Commencement Date**" means April 30, 2024.

"**Completion**" means the completion of all or any applicable Phase of the Project. For all purposes of this Agreement, Completion with respect to all or any applicable Phase of the Project will be deemed to have occurred on the date of the delivery to ACC of a Completion Certificate with respect to all or any applicable Phase of the Project.

"**Completion Certificate**" means a certificate of completion provided by Owner to ACC with respect to the Completion of any Phase of the Project to which is attached at Owner's option either: (i) a related temporary certificate of occupancy (or a written certification from Owner that a related temporary certificate of occupancy would have been received and attached but for tenant-specific improvements) or (ii) a "Certificate of Substantial Completion", AIA Document G704-2000 executed by the architect of record for such Phase. With respect to Phases of the Project that are not subject to certificate of occupancy approval, such as infrastructure and green spaces, such certificate shall also certify that such Phases have reached Completion in accordance with the applicable Plans.

"**Concept Plan**" has the meaning provided in the Recitals above.

"**Confidential Material**" means any (a) correspondence, emails, plans, business records or reports, financial data, exhibits, photographs, reports, printed material, tapes, electronic discs, and other graphic and visual aids submitted to ACC during the Term marked as confidential or proprietary to the extent protected from public disclosure under O.C.G.A. Section 50-18-72 *et seq*.; and (b) all discussions and correspondence, drafts and notes, related to this Agreement, as and to the extent protected from public disclosure under O.C.G.A. Section 50-18-72(a)(9) as relating to the acquisition of real estate or any other applicable exception.

"**Dated Date**" is the date defined in the introductory paragraph of this Agreement and is used for convenience of reference only.

"**Default**" shall have the meaning assigned thereto in Section 11.1 hereof.

"**Developer Responsibility Agreement**" shall have the meaning provided in the definition of Administrative Fee.

"**Development Benchmarks**" means those certain development milestones, whether relating to infrastructure or vertical development, as set forth on Schedule 9.3 attached hereto and incorporated herein by reference, which the Project must attain in accordance with this Agreement and which must be verified by the Verification Agent prior to ACC's approval of a Requisition (defined below) and related Disbursement (defined below).

"**Dispute**" has the meaning provided in Section 10.1 hereof.

"**Disbursement**" shall have the meaning assigned to thereto in Section 9.3 hereof.

"**Downtown Athens Standard**" shall mean the then current standard of upkeep for comparable non-governmental, non-municipal, non-arena projects in the area identified as "Downtown" on the Athens-Clarke County Comprehensive Plan's Future Land Use Map (dated

6/05/2018), taking into account all relevant factors from time to time, the nature and mix of improvements, uses and activities from time to time, and as market factors may influence from time to time.

"**Due Diligence Materials**" shall mean the documents particularly shown and listed on Schedule 7.4 attached hereto and incorporated herein by reference, to the extent available and applicable; it is understood and agreed that items comprising Due Diligence Materials that have not changed need be delivered only once to satisfy delivery thereafter and that items comprising Due Diligence Materials are then applicable only to the extent available and applicable at the time, and only with respect to the Reimbursable Project Costs for which a Requisition is then being submitted as provided in Section 9.3.

"**Effective Date**" means the date defined in Article VIII, below.

"**Event of Default**" is defined in Section 11.1 of this Agreement.

"**Covenant Not To Sue**" has the meaning provided in Section 9.3 hereof.

"**Expiration Date**" has the meaning provided in Section 8.3 hereof.

"**Financing Documents**" means any agreement or instrument, other than this Agreement, executed in connection with any financing secured by the Project or a portion thereof in order to finance all or any portion of the costs associated with the Project and improvements thereto, and documents evidencing any Project Financing.

"**Force Majeure**" has the meaning provided in Section 6.2(a), below.

"**General Contractor(s)**" means any one or more experienced and reputable general contractor(s) who is selected by Owner or any other Person, including, without limitation, Vertical Owners, who succeeds to all or any portion of the interests of the Owner in the Project (or any Phase thereof), with respect to the development, construction and installation of improvements forming a part of the Project (or any Phase thereof**)** other than tenant improvements and/or fit-out completed by or for tenants of the Project.

"**Ground Lease**" has the meaning provided in Section 6.6 hereof.

"**Ground Lease Termination Event**" has the meaning provided in Section 6.6 hereof.

"**Georgia Square Mall**" has the meaning provided in the Recitals above.

"**Horizontal Infrastructure**" has the meaning provided in Schedule 6.1 hereof.

"**IGA**" has the meaning provided in the Recitals above.

"**Indemnified Persons**" shall have the meaning assigned thereto in Section 10.1 hereof.

"**Ineligible Cost**" or "**Ineligible Costs**" has the meaning provided in Section 9.2 hereof.

"**Institutional Investor**" means any of the following persons or entities:

(i) Any savings bank, savings and loan association, commercial bank or trust company having shareholder equity (as determined in accordance with GAAP accounting) of at least $50,000,000;

(ii) Any college, university, credit union, trust or insurance company having assets of at least $50,000,000;

(iii) Any employment benefit plan subject to ERISA having assets held in trust of $50,000,000 or more;

(iv) Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least $50,000,000;

(v) Any limited partnership, limited liability company or other investment entity having committed capital of $50,000,000 or more;

(vi) Any corporation, limited liability company or other person or entity having shareholder equity (or its equivalent for non-corporate entities) of at least $50,000,000;

(vii) Any lender of substance which performs real estate lending functions similar to any of the foregoing, and which has assets of at least $50,000,000; and

(viii) Any partnership having as a general partner any person or entity described in this definition above or any corporation, limited liability company or other person or entity controlling, controlled by or controlled with any person or entity described in in this definition above.

"**Law**" means any local, state or federal legal requirement, including any statute, law, ordinance, rule, code or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination (including determinations as to technical specifications as to construction and development and environmental laws) of any governmental authority, and including common law.

"**Lien**" shall mean any mortgage, deed of trust, security deed, lien, judgment, pledge, conditional sales contract, security interest, past-due taxes, past-due assessments, contractor's lien, materialmen's lien, judgment or similar encumbrance against the Project of a monetary nature.

"**Loss**" shall mean any and all direct or indirect damages, demands, claims, payments, obligations, actions or causes of action, assessments, losses, liabilities, costs and expenses, including, without limitation, penalties, interest on any amount payable to a third party, and any legal or other expenses (including, without limitation, reasonable attorneys' fees and expenses) reasonably and actually incurred in connection with or allocable to the investigation or defense of any claims or actions, whether or not resulting in any liability, but excluding consequential, special and punitive damages.

"**LURA**" means a Land Use Restriction Agreement ("**LURA**") in substantially the form attached as "Attachment 1" of Schedule P hereto and incorporated herein by reference.

"**Maintenance Plan**" has the meaning provided in Schedule P hereto.

"**MARC**" or "**Redevelopment Committee**" has the meaning provided in the Recitals above.

"**Master Site Plan**" has the meaning provided in the Recitals above.

"**Master Tree Management Plan**" has the meaning provided in the Recitals above.

"**Material Market Condition Change**" means any material adverse change outside of Owner's reasonable control, including, without limitation, a major downturn in the financial and real estate market conditions that has a material adverse effect on the ability of Owner to perform its obligations under this Agreement for longer than eighteen (18) months.

"**Material Modification**" means any of the following modifications to the Project, each of which shall require the prior written consent of ACC pursuant to Section 6.4:

(i) any modification that reduces the intended development of the Project to total cumulative square footage of less than 1,630,280 gross square feet of development,

(ii) any modification that reduces the number of Affordable Housing Units included in the Project below 10% of total multifamily residential units,

(iii) any modification that results in a material use at the Site that is not among the mixed uses proposed for the Project as of the Effective Date,

(iv) any modification that results in the intended development of the Project becoming a single-use or limited-use environment rather than a mixed-use environment,

(v) any modification that results in a reduction of actual or reasonably projected (in good faith) new capital investment in hard costs of the Project that are not Ineligible Costs below $311,285,500,

(vi) any modification to any of the Performance Commitments to the extent that the same is not a Zoning Modification, including, without limitation, as to when performance of any Performance Commitment is required pursuant to Schedule P hereto, subject to Force Majeure, to commence or to be completed,

(vii) any modification of any of the dates in the Project Construction Schedule of the Phase Table, as set forth in Schedule 6.1 hereto, that specify when construction of a Phase of the Project, or of a Building of a Phase, or of a component of Horizontal Infrastructure of a Phase, is required, subject to Force Majeure, to commence or to be completed,

(viii) anything expressly designated in this Agreement as being a Material Modification.

For the avoidance of doubt, the provisions of the definition of Material Modification, and provisions of this Agreement relating to same, are obligations that are separate and independent of, the provisions of the definition of Zoning Modification, and provisions of this Agreement relating to same.

"**Material Modification Notice**" shall have the meaning assigned thereto in Section 6.4 hereof.

"**Mortgage**" means, as a noun, any deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest or in conveying title to any Phase of the Project or any part thereof or any interest therein (including without limitation Owner's fee interest) as security for a debt or other obligation. As a verb, "Mortgage" means to grant any such a deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest in or conveying title to any Phase of the Project or any part thereof or any interest therein (including without limitation Owner's fee interest) as security for a debt or other obligation.

"**Mortgagee**" means the holder of a Mortgage.

"**Open Government Laws**" means the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.) and the Georgia Open Meetings Act (O.C.G.A. § 50-14-1, et seq.).

"**Owner**" has the meaning provided in the Recitals above.

"**Owner Application**" means Owner's Application for TAD Funding pursuant to the TAD Policies executed on behalf of Owner on November 4, 2022, as revised by Owner's letter dated January 10, 2023 revising the Owner Application together with the revised Part III H submitted on or about such date.

"**Owner's Association**" means one or more private association(s) or non-profit entity(ies) formed for the purpose of owning or controlling common areas and/or limited common areas, formed to administer adopted covenants, conditions and restrictions (CCRs), and/or formed for purposes of any master-, land-, sub- or other form of condominium ownership.

"**Payment Limitation**" means the lesser of, (i) $182,803,000, or (ii) the Applicable Percentage of the Total Estimated Project Value. "**Total Estimated Project Value**" shall mean, (a) as of the Effective Date, $428,325,606, and (b) as of any subsequent date on which a Requisition is submitted to ACC, an amount for the fair market value of the Site and the Project ("**Fair Market Value**") determined by the Clarke County Board of Tax Assessors to exist. "**Applicable Percentage"** shall mean 29%. No reimbursement shall be made to the extent that the amount thereof, when combined with the amount of all prior reimbursements, exceeds in the aggregate the lesser of the Applicable Percentage of the then current Total Estimated Project Value, or $182,803,000. There are no assurances that the total Disbursements in the aggregate will reach the amount of the Payment Limitation, or any other amount.

"**Owner Representative**" means any Person authorized to act on behalf of Owner under the terms of this Agreement.

"**PD Zoning**" means ACC's Planned Development (PD) zoning category. As used herein, references to PD Zoning include the additional items **("Zoning Enhancements**") which the Owner agreed to include in the PD zoning as requested via community input, which community input included input from certain ACC elected officials, as part of the submission of its PD zoning

application related to affordable housing, to the Transit Station Redevelopment Project, and to the public infrastructure required by Schedule P hereto.

"**Performance Commitments**" has the meaning provided in the Recitals above.

"**Permitted Transfer**" shall have the meaning set forth in Schedule 7.15 hereto.

"**Person**" means any individual, partnership, limited liability company, corporation, trust, unincorporated association or joint venture or other legally constituted entity.

"**Phase**" or "**Phases**" means individually and collectively the initial and subsequent phases of the Project that are identified on the Concept Plan. For such purposes, references to a Phase includes all of its individual components identified by letter. For example, Phase 1 includes Phase 1A and Phase 1B, although such components may be referred to individually, such as a reference to Phase 1A.

"**Phase Table**" has the meaning provided in Schedule 6.1 hereof.

"**Phasing and Pedestrian Circulation Plan**" has the meaning provided in the Recitals above.

"**Plans**" means the then applicable site plans, construction plans, rehabilitation plans, and demolition plans for all or any applicable Phase of the Project, as lawfully permitted by the relevant ACC departments and the PD Zoning, and thereafter modified from time to time by Owner, a Vertical Owner or other Person succeeding to all or a portion of Owner's development interests in the Project (or any Phase thereof), for Project Modifications or Material Modifications (as the case may be), and pursuant to all local regulations and Project Approvals.

"**Positive Tax Allocation Increment**" means "positive tax allocation increment" as defined in the Redevelopment Plan and as computed as provided in the Redevelopment Plan.

"**Private Parties**" has the meaning provided in the Recitals above.

"**Project**" has the meaning provided in the Recitals above.

"**Project Approvals**" means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under Applicable Laws or under the terms of any restriction, covenant, easement or agreement affecting all or any applicable Phase of the Project, or otherwise necessary or desirable for the ownership, acquisition, construction, development, equipping, use or operation of the Project.

"**Project Budget**" means the initial budget(s) proposed by Owner, a Vertical Owner, or other Person succeeding to all or a portion of Owner's development interests in the Project (or any Phase thereof), for all or any applicable Phase of the Project, as adopted and thereafter modified from time to time by Owner, such Vertical Owner, or such other Person for: (i) Project Modifications or Material Modifications, (ii) allocation and reallocation of line items, savings and contingency as determined by Owner, such Vertical Owner or such other Person, in its sole discretion, and/or (iii) the balancing of sources and uses as determined by Owner, such Vertical

Owner, or such other Person, in its sole discretion [and shall not be reduced in a manner that will result in less than $311,285,500 in hard costs of the Project that are not Ineligible Costs in the aggregate across all Project Budgets being spent or reasonably projected (in good faith) to be spent on vertical and horizontal development] in accordance with the Development Benchmarks. The Project Budget shall include the working construction budget that is designed and maintained in a manner that is consistent with industry standards and that the Verification Agent can monitor.

"**Project Construction Schedule**" means the Project Construction Schedule portion of the Phase Table contained on Schedule 6.1 hereto. Any change to the Project Construction Schedule is a Material Modification and shall be subject to the Material Modification process. Any change to the Project Construction Schedule that purports to change the sequence of the Phases shall be subject to the provisions hereof regarding Zoning Modifications. Subject to compliance with the foregoing restrictions, as to all Phases or any applicable Phase of the Project, an estimated schedule(s) for construction of such Phases or Phase that includes interim milestones may be adopted by Owner, a Vertical Owner, or other Person succeeding to all or a portion of Owner's development interests in the Project (or any Phase thereof) and thereafter as modified from time to time by such party, subject in all cases to compliance with the preceding restrictions and the other terms and conditions of this Agreement. For the avoidance of doubt, a Project Construction Schedule must be consistent with Schedule 6.1 hereto and the provisions hereof relating to Phases.

"**Project Finance Lender**" means those lenders or investors providing a Project Financing.

"**Project Finance Security**" means any lien, mortgage, deed to secure debt, pledge, assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, and any lease in the nature thereof) held by or for the benefit of a Project Finance Lender.

"**Project Financing**" means any loans, financing, equity investment or other agreement, other than any amounts to be provided pursuant to this Agreement, to or for the benefit of the Project or any portion thereof to finance, directly or indirectly, all or any portion of the costs associated with any applicable Phase of the Project.

"**Project Financing Recognition Agreement**" means an agreement between ACC and any Project Finance Lender, pursuant to which (a) ACC recognizes the rights of such Project Finance Lender pursuant to the Loan Documents, and (b) ACC recognizes certain rights of the Project Finance Lender pursuant to this Agreement and agrees on the conditions that must arise, and the steps that must be taken, in order for ACC to take certain actions under this Agreement.

"**Project Modification**" means the iterations and evolution of the following from time to time for the Project or any applicable Phase as determined by Owner, a Vertical Owner or other Person succeeding to all or a portion of Owner's development interests in the Project (or any Phase thereof) in its sole and absolute discretion (that do not rise to the level of a Material Modification or a Zoning Modification and therefore do not require the consent or approval of ACC) whether to account for design inputs, strategic decisions, phasing, market factors, delays or otherwise: (i) the Project Construction Schedule, (ii) the design concept, configuration of, and Plans, (iii) the quality or the extent of the improvements, (iv) the Project Budget, (v) general design concept or general configuration, (vi) increases or reductions in the quality or character of the improvements,

(iv) modifications, changes or alterations in the primary uses, and/or (v) the nature of uses built, mix of uses, grid layout, density allocation to uses, phasing, timeline and density, but all still subject to obtaining, and complying with, all Project Approvals and Applicable Law. Modifications to the Master Site Plan included as Schedule L-1 attached hereto are deemed to be Material Modifications.

"**PSA**" has the meaning provided in the Recitals above.

"**Public Benefit**" has the meaning provided in the Recitals above.

"**Publicly Dedicated Property"** has the meaning provided on Schedule P hereto**.**

"**Qualified Real Estate Investor**" means any of the following:

(i) Any Institutional Investor or an entity controlled by an Institutional Investor; or

(ii) Any person or entity domiciled within the United States of America and having a minimum net worth of $10,000,000 (either itself or in its direct or indirect constituent members or partners), as certified by a reputable firm of certified public accountants, provided such person or entity has sufficient experience to properly develop, construct, own and manage, or oversee the development, construction, ownership and management of, the Project or applicable portion or Phase of the Project subject to such transfer.

"**Redevelopment Costs**" shall have the meaning given that term in the Redevelopment Powers Law and, as used in this Agreement, means Redevelopment Costs of the Project.

"**Redevelopment Plan**" has the meaning provided in the Recitals above.

"**Redevelopment Powers Law**" shall have the meaning assigned thereto in the Recitals.

"**Reimbursable Project Costs**" means any and all costs allowed to be reimbursed out of by this Agreement, the Redevelopment Plan, and the Redevelopment Powers Law (O.C.G.A. §36-44-3(8), incurred by the Owner, Owner's Affiliates, any Vertical Owner, any successor and assign of Owner, any Person succeeding to all or a portion Owner's development interests in the Project, and/or any other Person performing Vertical Development (including parking and horizontal construction), but shall be limited to hard, soft, construction management and other costs directly relating to the Project and shall not include any corporate overhead, corporate costs, Owner's fees or Owner's profits not directly related to the Project, or costs for goods, services or materials that exceed the market cost for similar items in the MSA as adjusted for all relevant factors (and it shall be deemed concluded that the costs for goods, services or materials do not exceed the market cost for similar items in the MSA if such goods, services or materials, as applicable, are supported by a competitive bidding process that solicited at least three (3) conforming bids). For the avoidance of doubt, a Redevelopment Cost shall not be considered a Reimbursable Project Cost if its reimbursability pursuant hereto is, (a) excluded by the provisions of Article IX, below, or (b) limited by a limitation contained in Article IX, below, or another provision hereof, but only to the extent by which it exceeds such limitation.

"**Requisition**" means an application for a Disbursement in substantially the form attached hereto as Schedule 9.3(a) (or such other form reasonably approved by ACC from time to time). References herein to "to requisition" and the like are to the submission of a Requisition.

"**School District**" or "**CCSD**" has the meaning provided in the Recitals above.

"**Site**" or "**Project Site**" means the property (land and improvements) set forth on Schedule K hereto and any other property within the borders of the TAD on which the Project or a Phase of the Project will be located (but only after such property is first acquired and assembled, or if not acquired then with respect to which a developable interest is first controlled, by Owner or its Affiliates; property set forth in Schedule K that is not acquired and assembled, or so controlled by Owner or its Affiliates, will not be captured by this definition.

"**Site TAD Account**" has the meaning provided in Section 9.1(c) hereof.

"**Site TAD Increment**" means all Positive Tax Allocation Increment derived from *ad valorem* taxes to be used for computing tax allocation increments pursuant to the Redevelopment Plan on real property located on the Site, net of collection and other generally applicable governmental fees and charges for the collection and administration of real property taxes in ACC.

"**Special Fund**" means the special fund for the deposit of the TAD's positive tax allocation increments required by O.C.G.A. §36-44-11, part of the Redevelopment Powers Law. Disbursements permitted under this Agreement will be paid out of the Site TAD Account of the Special Fund, and the Site TAD Account shall be the sole and exclusive source for such payments.

"**State**" shall have the meaning assigned thereto in the Recitals.

"**TAD**" has the meaning provided in the Recitals above.

"**TAD Increment**" means all Positive Tax Allocation Increment derived from ad valorem taxes on real property within the TAD, net of collection and other generally applicable governmental fees and charges for the collection and administration of real property. For purposes of clarification, TAD Increment shall not be calculated to include bond levies of any jurisdiction, or any other millage rates, levies or assessments which are then imposed, but which are excluded from the calculation of positive tax allocation increments under the Redevelopment Powers Law or the Redevelopment Plan.

"**TAD Policies**" has the meaning provided in Section 9.2 hereof.

"**TAD Resolution**" has the meaning provided in the Recitals above.

"**Term**" has the meaning provided in Section 8.3 hereof.

"**Townhome**" means an attached residential unit, such units being identified with a letter on the Concept Plan.

"**Transaction Costs**" means costs incurred and expenses incurred by ACC before or after the Effective Date in connection with the Project that are to be paid or reimbursed by Owner as

required by this Agreement. Such term includes, but is not limited to, the fees and disbursements of the Verification Agent and its consultants and contractors, and of ACC's outside legal counsel. For the avoidance of doubt, Owner shall pay all Transaction Costs regardless of whether or not they are Ineligible Costs.

"**Transfer**" means (a) as a verb, to sell, transfer, or otherwise convey, in whole or in part, real estate; and (b) as a noun, a sale, transfer or other conveyance, in whole or in part, of real estate.

"**Transit Station and Alternate Maximum Withdrawal Amount**" has the meaning provided in Section 6.6 hereof.

"**Transit Station Redevelopment Project**" has the meaning provided in Section 6.6 hereof.

"**Verification Agent**" means any person, firm or business selected by ACC and includes any other person, firm, business or combinations thereof, that may be selected by ACC from time to time to oversee all aspects of the Project on behalf of ACC. The duties of the Verification Agent shall include among other things:

(1) Verifying Reimbursable Project Costs monthly and keeping a running total of Reimbursable Project Costs to enable Owner to submit Requisitions in accordance with Development Benchmarks;

(2) Upon request, pre-approving (or disapproving) Reimbursable Project Costs;

(3) Reviewing each Requisition in accordance with Section 9.1;

(4) The Verification Agent's review and verification of Reimbursable Project Costs of Owner, Owner's Affiliates, any Vertical Owner, any successor and assign of Owner, any Person succeeding to all or a portion Owner's development interests in the Project, and/or any other Person performing Vertical Development (including parking and horizontal construction), and associated Requisitions shall be for the primary purpose of verifying that the costs included in each Requisition qualify as Reimbursable Project Costs (in accordance with the definition of such term), but the Verification Agent shall notify ACC of any apparent discrepancy (compared to the requirements of this Agreement) in the scope of the particular Phase of the Project or in the nature or appropriateness of the particular improvements or expenditures and of any apparent deviation from the Project Construction Schedule or the Plans;

(5) Attend periodic meetings with Owner's project team as may be reasonably required to ensure compliance with this Agreement;

(6) To perform audits of expenditures and financial records related to the Project as may be reasonably required under this Agreement;

(7) Review the Project Schedule and Project Budgets in order to report to ACC on the progress of the Project;

(8) To verify the existence of Material Market Condition Change;

(9) Coordinating, facilitating, and helping ensure efficient and effective communication between Owner and ACC during the design, procurement, and construction phases of the Project; and

(10) To perform such other duties and functions ascribed to the Verification Agent elsewhere in this Agreement.

With the approval of ACC and at Owner's expense, the Verification Agent may call upon other consultants, such as MuniCap, Inc. or Development Planning & Financing Group, Inc., or ACC's professionals (which shall not change or expand any such professional's client relationship with ACC), such as ACC's County Attorney or ACC's outside counsel, or contract architects and engineers, for assistance or consultation in connection with the performance by the Verification Agent of its duties and functions hereunder.

"**Vertical Development**" means the physical construction of improvements that will result in a use that is part of the Project but does not include parking or horizontal infrastructure, whether performed by or on behalf of Owner, a Vertical Owner, other Persons or combination thereof.

"**Vertical Owner**" means any Person acquiring a portion of the Project as one or more pad sites on which it will itself develop, construct, own, manage and/or oversee the development, construction, ownership and management of a portion of the Project.

"Zoning Enhancements" has the meaning provided in the definition of PD Zoning.

"**Zoning Modification**" has the meaning provided in Schedule 6.1 hereof.

"**Zoning Modification Amendment**" has the meaning provided in Schedule 6.1 hereof.

"**Zoning Requirements**" has the meaning provided in Schedule 6.1 hereof.

"**Withdrawals**" has the meaning provided in Section 9.5, below.

Section 2.2. ***Singular and Plural***. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

Section 2.3. ***Construction***. The content of each exhibit, schedule, appendix or similar attachment hereto, or referenced in this Agreement as being attached hereto, is hereby incorporated into this Agreement as fully as if set forth within the body of this Agreement.

Section 2.4. ***Recitals***. The Recitals above are part of this Agreement and are hereby incorporated herein by reference.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1. ***Representations and Warranties of Owner***. Owner hereby represents, warrants and covenants to ACC that, to Owner's actual knowledge after due inquiry and investigation, the following representations are true in all material respects:

(a) Organization and Authority of Owner. Owner is a Georgia limited liability company duly organized, validly existing and in good standing under the laws of such state and duly qualified to transact business in the State. Owner, acting through the undersigned authorized representative, has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery by Owner. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Owner, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Owner as a condition to the valid execution, delivery and performance by Owner of this Agreement.

(c) No Litigation. Other than previously disclosed in writing to ACC, there are no actions, suits, proceedings or investigations of any kind pending or, to the knowledge of Owner, threatened against Owner before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) Financial and Operating Information. Owner has, or has the ability to secure, sufficient equity or financing to comply with Owner's obligations under this Agreement.

(e) Full Disclosure. To the best of Owner's knowledge, all factual statements set forth in the representations and warranties of Owner in this Agreement or any schedule, exhibit, certificate or document prepared by Owner pursuant to the provisions of this Agreement are true in all material respects as of the date of the execution of this Agreement.

(f) Tax Matters. Owner has prepared and filed in a substantially correct manner all federal, state, local, and foreign tax returns and reports heretofore required to be filed by them and have paid all taxes shown as due thereon, other than those being contested in the ordinary course. No governmental body has asserted any material deficiency in the payment of any tax or informed Owner that such governmental body intends to assert any such material deficiency or to make any audit or other investigation of such Person for the purpose of determining whether such a deficiency should be asserted against such Person, other than those being contested in the ordinary course.

(g) Conflicts. To Owner's knowledge and without further investigation, no member, officer or official of ACC has an economic interest in any contract, employment,

lease, purchase or sale made or to be made in connection with the construction or operation of the Project.

(h) PD Zoning. Owner would not close the purchase of the Site under the PSA without the Site having obtained PD Zoning. Pursuant to this Agreement, Owner is obligating itself, on the terms and conditions of this Agreement, to pursue PD Zoning for the Site. Such obligation is the first obligation that Owner has to ACC to pursue PD Zoning, such that said obligation represents new and additional consideration for ACC to enter into this Agreement.

Section 3.2. ***Representations and Warranties of ACC***. ACC hereby represents and warrants to Owner that based on the actual knowledge of the representatives of ACC who were substantively engaged in the transactions contemplated by this Agreement, and after due inquiry and investigation, the following representations are true in all material respects:

(a) Organization and Authority. ACC is a political subdivision existing under the Laws of the State. ACC has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of ACC, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of ACC as a condition to the valid execution, delivery, and performance by ACC of this Agreement.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against ACC before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

ARTICLE IV
PROJECT LAND

Section 4.1. ***Easements, Encroachments & Utilities***. The parties agree to reasonably cooperate to effect agreements for easements, encroachments, or licenses with respect to ACC-owned property or public utilities as may be reasonably requested by Owner in connection with the Project, all in accordance with ACC Code and other Applicable Laws and subject to any required approvals. ACC and Owner will reasonably cooperate to identify any areas of potential encroachments of the Project's improvements upon water, sanitary sewer or storm sewer facilities and/or within ACC's easement areas for such public facilities, including reasonably cooperating with design and engineering of the Project's improvements as it may impact any of ACC's water, sanitary sewer or storm sewer facilities. Any requests for encroachments must provide for adequate access to the underlying infrastructure for ongoing operations, maintenance and repairs and must be designed to avoid increasing the structural load on the existing infrastructure or, if such avoidance is not reasonably achievable, designed to adequately protect the existing infrastructure

from structural load increases as determined by the relevant ACC departments to determine compliance with ACC's building codes and other relevant Laws. Any such requested encroachments are subject to ACC's review and approval prior to permit issuance. If Owner requests such encroachments, and ACC approves such requests, then Owner agrees to grant any such necessary easements and enter into an appropriate agreement for any such approved encroachments. ACC will coordinate with Owner to identify limited areas of access for maintenance, operation and repair of the existing infrastructure. Vertical clearances in these areas are established at an elevation determined adequate above proposed ground surface grade level on a case by case basis during the plans review process of the effected facility and associated fixtures. ACC acknowledges that Owner shall have the free right to assign its obligations as liable party and indemnitor pursuant to any such easements and encroachment agreements to one or more Owner's Association(s), purchaser(s) and other successors whereupon the assigning Owner will be released from any further obligations arising pursuant to such assigned obligations. Any such assignee, purchaser or other successor shall then be deemed the liable party and indemnitor pursuant to any easements and encroachment agreements entered into between ACC and Owner.

ARTICLE V
SPECIAL COVENANTS AND OBLIGATIONS

Section 5.1. ***Owner Covenants and Obligations.***

(a) Other Commitments. Owner and any other Person succeeding to all or a portion of Owner's development interests in the Project (or any Phase thereof) shall comply with Owner's obligations as set forth on Schedule 5.1 attached hereto and incorporated herein, as applicable pursuant to Section 7.15.

Section 5.2. ***ACC Covenants and Obligations***.

(a) Other Commitments. ACC shall comply with ACC's obligations, if any, set forth on Schedule 5.1 attached hereto.

(b) Recognition Agreement. Upon the request of Owner or any Project Finance Lender from time to time, ACC shall promptly and in good faith negotiate, execute and deliver any requested Project Financing Recognition Agreement that is customary and reasonable for the transaction involving the Project.

Section 5.3. ***Cooperation Covenants***.

(a) General Cooperation. The parties shall reasonably cooperate with each other, to the extent permitted by Applicable Law and subject to any required approvals, in carrying out the transactions contemplated by this Agreement, in fulfilling all of the conditions to be met by the parties in connection with this Agreement, and in obtaining and delivering all documents required hereunder.

(b) Permits, etc. To the extent permitted by Applicable Law and subject to any required approvals, the parties will reasonably cooperate to approve, and reasonably cooperate to execute or join in, any and all reasonably acceptable agreements, documents, applications and any other permits, licenses, or other authorizations in connection with the

Project which are consistent with this Agreement, Applicable Law, and plans and specifications for the Project, including "priority application review" as set forth in Section 5.2(a) by ACC of all applications submitted by Owner to ACC in connection with the Project. For purposes of clarification nothing in this Section 5.3(b) or otherwise contained in this Agreement is intended to nor shall it be construed as a modification or waiver of ACC's absolute and unfettered right and obligation to enforce all Applicable Laws.

(c) Publicity. Owner and ACC shall coordinate efforts to the extent practical with respect to any publicity in connection with the Project, including the timing for and participation in ground breaking, opening and similar ceremonies. Owner will permit ACC to publicize its connection with the Project and the construction thereof through on-site construction fence signage, press releases and participation in such events as ground breaking and opening ceremonies. During construction of the Project, ACC may install signage at the Site with respect to ACC's participation in such Project at a location and of a size acceptable to Owner and in accordance with all applicable signage ordinances and regulations of ACC; provided that such signage does not impair Owner's ability to place other signage at the Project in accordance with Applicable Laws; provided further, such signage shall be installed at locations and times acceptable to Owner.

Section 5.4. ***Confidentiality***.

(a) In no event shall ACC or any of its agents, representatives, consultants, directors, officers or employees be liable to Owner for the disclosure of all or a portion of any Confidential Material or other information pursuant to a request under the Open Government Laws.

(b) If ACC receives a request for public disclosure of all or any portion of any Confidential Material, ACC shall endeavor to notify Owner of the request and ACC's intention in responding to the request. If ACC makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify Owner of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. If however, ACC determines that the material constitutes a trade secret, Owner shall bear the cost of any challenge to that determination if the requester takes action against ACC.

(c) In no event shall this Agreement (including, without limitation, its Exhibits and Schedules) be considered subject to any obligation of confidentiality on the part of ACC.

ARTICLE VI
DEVELOPMENT AND CONSTRUCTION

Section 6.1. ***Construction of the Project***.

(a) Construction and Completion; Phases. Owner shall use best efforts to Commence Initial Construction on or before the Commencement Date, subject to Force Majeure. With respect to each Phase of the Project Owner undertakes, Owner shall develop, construct and complete such Phase of the Project, or cause such Phase of the

Project to be developed, constructed and completed: (i) in good faith and in a good and workmanlike manner, (ii) in accordance with all Applicable Laws, (iii) in substantial conformance with the Plans (as may be amended from time to time in strict accordance with this Agreement), (iv) subject to the Project Budget (provided that increases in the Project Budget shall not be deemed a Material Modification so long as the Owner does not seek a related increase in payments from ACC under this Agreement), (v) in all material respects in accordance with (subject to extension for Force Majeure, the effect of in such case shall be the extension of the Project Construction Schedule by the period of the delay caused by the event of Force Majeure) the Project Construction Schedule; and (vi) in conformity in all material respects with the description of the Project, the Phases, the Buildings and the Horizontal Infrastructure in the Concept Plan and in this Agreement, including, without limitation, as to: (A) the primary use of the property being constructed and its secondary use, if any; and (B) the timing of the commencement and completion of the construction of the respective Phases, Buildings and Horizontal Infrastructure contained in Schedule 6.1 hereto. For the avoidance of doubt, and without limitation of the other requirements of this Section 6.1(a) that are stated above, any material non-conformity with the requirements of the immediately foregoing clause (vi) shall constitute a Project Modification that is not permitted unless proposed by Owner as a Material Modification and unless such proposal is approved in accordance with the applicable provisions of this Agreement, and any of same that is subject to the PD Zoning shall be subject to the provisions hereof regarding Zoning Modifications.

(b) Completion Reporting and Deliveries. Upon Completion of an applicable Phase of the Project, Owner will provide or cause to be provided to ACC a Completion Certificate with respect to each Phase of the Project.

Section 6.2. ***Force Majeure***.

(a) The term "**Force Majeure**" shall mean the following: a general banking moratorium shall have been declared by federal or Georgia authorities, or a major financial crisis or a material disruption in commercial banking shall have occurred (but Force Majeure does not include a mere inability to obtain financing); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; tornadoes; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; unusual and unanticipated delays in transportation; severe unanticipated weather conditions (beyond normal occurrences); unanticipated unavailability of manufactured materials; Material Market Condition Change; or any other event not within the control of the Owner, including, without limitation, delays caused by ACC as a result of ACC's failure to respond materially within its normal turnaround times, as appropriate, in accordance with ACC's then current polices, provided that the Owner demonstrates that there is no commercially reasonable alternative means for performing under this Agreement, notwithstanding such event listed above or other event. Without limitation, increased costs alone are not sufficient to constitute Force Majeure. The Owner

upon claiming Force Majeure agrees, however, to use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Owner from carrying out its obligations under this Agreement; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Owner, and the Owner shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Owner, unfavorable to the Owner. For the avoidance of doubt, to the extent that the Governor of the State of Georgia at any time or from time to time hereafter issues an Executive Order declaring there to be in effect a (1) State of Emergency relating to unlawful assemblage and violence, or (2) Public Health State of Emergency relating to pandemics, and the same leads to the impossibility to perform any obligation under this Agreement that is expressly stated to be subject to Force Majeure, then riots and pandemic may be asserted as Force Majeure events.

(b) It shall be conditions to the Owner claiming the benefit of Force Majeure that, (A) the Owner promptly certifies to ACC in writing, (1) what the event of Force Majeure is, (2) the date of the commencement and, when the event of Force Majeure has abated, the date of the abatement, of such event of Force Majeure, (3) for what obligation the benefit of Force Majeure is claimed, and (B) Force Majeure shall be the proximate cause of the non-performance of such obligation. The foregoing notwithstanding, however, (1) in no event shall Force Majeure excuse or postpone a payment obligation, and (2) in no event shall the Owner claim Force Majeure in order to protect the Owner against the normal risks of contracting.

(c) The effect of Force Majeure for purposes of this Agreement shall be as specified in connection with designating an obligation herein as being subject to Force Majeure. For the avoidance of doubt, the benefit of Force Majeure may not be claimed with respect to an obligation unless this Agreement expressly designates that such obligation as being subject to Force Majeure.

Section 6.3. ***Approvals Required for the Project***. Owner will obtain or cause to be obtained all Project Approvals. Owner may, however, contest any such Law, the applicability of any Project Approval and/or the denial of a Project Approval in its sole discretion. Owner acknowledges that this Agreement does not affect or constitute any approval required by any other ACC department or pursuant to the ACC Code or any other ACC ordinance, code, regulations or any other governmental approval, nor does any approval by ACC pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Site or the Project.

Section 6.4. ***Material Modifications***. With respect to each Material Modification that Owner proposes (if any), Owner shall deliver to ACC a written notice containing the following information (each such written notice, a "**Material Modification Notice**"): (1) a true, correct and complete description of the proposed Material Modification, clearly identifying all associated changes, omissions and additions as compared to the previously provided Plans, Project Budget, Project Construction Schedule and/or other document pertinent to Owner's obligations under this Agreement; (2) such supporting information as is reasonably necessary to evaluate the necessity and/or desirability of such Material Modification; (3) a description of the negative impact, if any, on the Project; (4) any and all reports then due from Owner pursuant to this Agreement (in order

that ACC shall have the ability to review current Project information); and (5) such other information as ACC may reasonably require to evaluate the proposed Material Modification identified therein. Upon receipt of a Material Modification Notice and any additional information requested by ACC, ACC will review the submission and deliver to Owner written objections to, or written approval of, the proposed Material Modification within thirty (30) Business Days after receipt of the Material Modification Notice and all additional information requested by ACC; provided, however, if (i) there then exists an event of Force Majeure or a Default by Owner of any obligations hereunder, ACC shall have such amount of time as it requires to consider any such Material Modification and (ii) if consent from ACC or any other governmental entity or jurisdiction is required, a response from ACC shall not be owed until such time as ACC and/or other governmental entity or jurisdiction, as applicable, has approved or disapproved such Material Modification. If and to the extent ACC determines that any Material Modification requires approval by any governmental entity or jurisdiction other than ACC, ACC shall forward a copy of the Material Modification Notice to such other governmental entity or jurisdiction, as applicable, for approval, and ACC and/or such other governmental entity or jurisdiction, as applicable, shall have such amount of time as reasonably required to approve or disapprove any such Material Modification or amendment (including related Board of Education approval, if any). If ACC determines, in its reasonable judgment, that any proposed Material Modifications are acceptable, ACC will notify Owner in writing and the approval of such Material Modifications will be evidenced in a written modification to this Agreement signed by the parties hereto (which modification shall include the revised Plans, Project Budget, Project Construction Schedule and/or other pertinent document, as applicable), and Owner will perform its obligations under this Agreement as so modified. If ACC determines, in its reasonable judgment, that any proposed Material Modifications are not acceptable, ACC will so notify Owner in writing, specifying in reasonable detail in what respects they are not acceptable, then, by written notice to ACC, Owner will either (a) withdraw the proposed Material Modifications, in which case, construction will proceed on the basis previously provided herein, or (b) revise the proposed Material Modifications in response to such objections, and resubmit such revised Material Modifications to ACC for review by and comment by ACC within thirty (30) Business Days after such notification as described above. For the avoidance of doubt, where a Material Modification requires the approval of ACC or any other governmental entity or jurisdiction, ACC's disapproval of such Material Modification shall not be unreasonable where ACC or such other governmental entity or jurisdiction disapproves same. Any and all out-of-pocket expenses reasonably incurred by ACC in processing any Material Modification Notices shall be reimbursed by Owner promptly after receipt of written demand therefor. Owner is permitted to make Project Modifications that are not Material Modifications.

Section 6.5. ***Approvals and Consents of ACC***. In each instance where this Agreement requires that Owner obtain the approval or consent of ACC, such approval or consent shall be deemed to have been given when Owner has obtained a writing to that effect signed by the Mayor of ACC, or such other designees of ACC who are then authorized to act on behalf of ACC (as the case may be). This Agreement does not eliminate or modify Owner's obligation to adhere to ACC's normal administrative process for licenses, permits, land use and other approvals and shall not be construed in such a manner as will exceed the authorizations under the Redevelopment Powers Law, the ACC Code, the provisions of the Constitution and laws of the State governing ACC, or other provisions of State law.

Section 6.6. ***Transit Station Redevelopment Project***.

(a) "**Transit Station Redevelopment Project**" means a Multi-Modal station with onsite parking for ACC bus service. The provisions of Schedule 6.6 attached hereto and incorporated herein by reference shall apply regarding the Transit Station Redevelopment Project.

(b) The Transit Station Redevelopment Project is not part of the Owner's Project; provided, however, that the Owner shall be responsible for the construction and financing of, and maintenance costs associated with, the three (3) public, Bus Stops/Bus Stop Shelters located outside of the boundaries of the Transit Station Redevelopment Project, but within the boundaries of the overall Site (as such Bus Stops/Bus Stop Shelters are shown in the PD Zoning).

(c) The Redevelopment Costs for the Transit Station Redevelopment Project have been estimated at $6.7 million (subject to (h)(i), below) and the amount of $182,803,000 set forth in the definition of Payment Limitation is an amount reduced by the deduction of such $6.7 million.

(d) ACC will design and construct the Transit Station Redevelopment Project in accordance with its normal processes and procedures and will comply in all material respects with all legal requirements in carrying out the Transit Station Redevelopment Project procurement and construction, and shall have the goal of achieving, subject to Force Majeure, substantial completion thereof within five (5) years from the later of (1) June 1, 2028, such being the completion date for the Phase 1B Horizontal Infrastructure as set forth in the Phase Table, or (2) the date of actual completion by Owner of the Phase 1B Horizontal Infrastructure. The effect of Force Majeure for purposes of the above shall be that the period for ACC to attain such goal shall be extended by the period of the delay caused by the event of Force Majeure. The provisions of Section 6.2, above, regarding claims of Force Majeure by Owner, shall apply to claims of Force Majeure by ACC, *mutatis mutandis*. For the avoidance of doubt, ACC's failure to achieve such goal is not a Default or Event of Default on the part of ACC, but without limitation of subsection (e)(ii)(1), below.

(e) As used herein,

(i) "**Ground Lease**" means a lease conveying to ACC an estate in land less than the fee interest in the land but which is sufficient to represent the acquisition by ACC of property for redevelopment purposes under the Redevelopment Powers Law and which is reasonably satisfactory in form and substance to ACC, provided, that such lease shall contain these features, among others: use of the land limited to the site for the Transit Station Redevelopment Project or for an ACC administrative or public safety facility (each, an "**Alternate Redevelopment Project**"), along with reasonable ancillary uses; ACC has title to all improvements until the expiration or (subject to (f), below) termination of the lease; upon any such termination, the condition of the land and the title thereto shall be "AS IS"; lease term of not less than ninety-nine (99) years; not terminable by

Owner for any reason except at Owner's option (which shall be subject to (f),below) upon the occurrence of a Ground Lease Termination Event (defined below); ground rent in the amount of one dollar ($1.00) per year, payable in full upon execution and delivery of the lease; any pledge of the ground-leased land by Owner shall be subject to a subordination, non-disturbance and attornment agreement in favor of ACC that is reasonably satisfactory to ACC; ACC shall have the right to pledge and encumber its estate; and casualty and condemnation proceeds are payable to ACC.

(ii) "**Ground Lease Termination Event**" means each of:

(1) failure by ACC, subject to Force Majeure, by the day before the tenth (10th) anniversary of issuance of the first temporary or permanent certificate of occupancy for the first Building of the Project that is completed ("**ACC Construction Period**"), to substantially complete the Transit Station Redevelopment Project or an Alternate Redevelopment Project; or

(2) the closure or cessation of operation of the Transit Station Redevelopment Project or an Alternate Redevelopment Project, as applicable, continued for more than one (1) year, subject to Force Majeure, after the substantial completion of same.

(f) In order to avoid ACC incurring any loss or forfeiture as a result of exercise by Owner of its option provided-for above to terminate the Ground Lease, it shall be a condition to Owner's exercise of its above-mentioned option to terminate the Ground Lease because of a Ground Lease Termination Event, that Owner pay to ACC in collected funds upon the effectiveness of termination the value of all improvements (horizontal, vertical and any other) that ACC has constructed or installed on the ground-leased land, such value to be determined by an Appraisal. **"Appraisal"** means an appraisal prepared by an independent third party appraiser holding an MAI designation, and who is State licensed or State certified if required under the laws of the State where the Site is located, and who is otherwise reasonably acceptable to both Parties.

(g) ACC will be the owner of the estate of the ground lessee under the Ground Lease. To that end, Owner shall convey to ACC without charge by means of the Ground Lease good, marketable and insurable title to the ground lessee's estate under the Ground Lease to approximately 2.523 acres of land designated for the Transit Station Redevelopment Project as shown on the Master Site Plan within sixty (60) Business Days of ACC's written request, but prior to commencement of construction of the Transit Station Redevelopment Project.

(h) The costs of the Transit Station Redevelopment Project and/or an Alternate Redevelopment Project are Redevelopment Costs that are payable by Withdrawals from the Site TAD Account as provided in this Agreement, and as follows:

(i) The maximum amount of Withdrawals by ACC to pay the costs of the Transit Station Redevelopment Project and/or an Alternate Redevelopment

Project is $6,700,000 in the aggregate, increased by an amount equal to $1,691,480 (3.5% of $48,327,994) to the extent needed to pay costs of any financing that ACC may undertake to pay the costs of the Transit Station Redevelopment Project and/or an Alternate Redevelopment Project (such amount, as and if increased, the "**Transit Station and Alternate Maximum Withdrawal Amount**"). For the avoidance of doubt, this Agreement permits such a financing by ACC, and the use of Site TAD Increment to pay the costs of such financing, including, without limitation, debt service.

(ii) ACC may make Withdrawals each year for up to 10% of available Site TAD Increment in each year, commencing with the year in which the initial Disbursement is made to Owner for Reimbursable Project Costs, and ending when Withdrawals for such purpose total the Transit Station and Alternate Maximum Withdrawal Amount in the aggregate.

(iii) For the avoidance of doubt, the above limitations do not apply to Withdrawals by ACC as authorized herein for purposes other than to pay the costs of the Transit Station Redevelopment Project and/or an Alternate Redevelopment Project.

(iv) In the event that amounts on deposit in the Site TAD Account are such that the amount necessary is not available for Withdrawals to pay the costs of the Transit Station Redevelopment Project and/or an Alternate Redevelopment Project in a year, together with the costs of any financing that ACC may undertake to pay such cost, ACC can Withdraw the difference in the next or a later year, and the amount of such difference shall be added to the amount that ACC is otherwise authorized to Withdraw.

(v) The effect of Force Majeure for purposes of the above shall be that the period for ACC to attain a deadline shall be extended by the period of the delay caused by the event of Force Majeure. The provisions of Section 6.2, above, regarding claims of Force Majeure by Owner, shall apply to claims of Force Majeure by ACC, *mutatis mutandis*.

(vi) All Withdrawals pursuant to this Section 6.6 shall have the first priority claim provided in Section 9.4(b), below.

Section 6.7. ***Escrow Replenishment.*** Owner shall replenish the amounts on deposit in the escrow described in Section 8.2(i) to ensure that there is never less than the equivalent of twelve (12) months of fees in escrow.

ARTICLE VII
DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF OWNER

Section 7.1. ***Design of Improvements***. Without limiting any other provision of this Agreement (including but not limited to those in Article IV), subject to Force Majeure, Owner will, in good faith, diligently pursue the design and site planning of the Site in accordance with all Project Approvals for review and approval through ACC's applicable departments, or any

successor department or agency of ACC or then applicable governing authority. The effect of Force Majeure shall be the extension of the Project Construction Schedule by the period of the delay caused by the event of Force Majeure.

Section 7.2. ***PD Zoning and this Agreement Separate and Distinct***. Owner acknowledges and agrees that approval by ACC of PD Zoning, should such approval be granted in accordance with ACC's zoning ordinances, does not represent any commitment or obligation on the part of ACC to fund any portion of the costs associated with PD Zoning using TAD Increment. ACC's agreements in this Agreement are separate and distinct from PD Zoning matters, provided, that Owner agrees to pursue PD Zoning for the Site.

Section 7.3. ***Litigation***. Owner will notify ACC in writing, within sixty (60) days of its having actual knowledge thereof, of any actual, pending or threatened material litigation, investigation or adversarial proceeding that Owner in its reasonable discretion determines may result or does result in a material adverse change in the financial condition or operation of Owner or the Project. Notwithstanding anything to the contrary, failure to so notify ACC shall not be considered an Event of Default hereunder.

Section 7.4. ***Financial and Operating Information***. On or prior to the Effective Date, Owner will provide ACC with the Due Diligence Materials due on the Effective Date to the extent available and applicable. For the avoidance of doubt, Owner must also provide ACC with any additional Due Diligence Materials required in connection with any Requisition. Owner acknowledges that failure to provide any Due Diligence Materials needed in order to satisfy any condition or to enable the Verification Agent to perform its duties and functions will result in the nonsatisfaction of such condition and/or in the delay or inability of the Verification Agent to approve a Requisition.

Section 7.5. ***Records and Accounts***. Owner will keep true and accurate records and books of account with respect to itself and the Project in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles consistently applied or sound cash basis accounting principles consistently applied.

Section 7.6. ***Construction Standard***. As and when performed, Owner shall undertake the improvements for each Phase of the Project in a good and workmanlike manner, in accordance with and subject to Applicable Law. Owner agrees that it shall keep the Site, or cause the Site to be kept, in a reasonably safe, physical condition, subject to normal wear and tear, as its activities thereon shall permit. In addition, Owner agrees that it shall keep, or cause to be kept, all privately owned but publicly accessible outdoor areas in condition consistent with the Downtown Athens Standard.

Section 7.7. ***Compliance with Laws, Contracts, Licenses, and Permits***. Owner will comply in all material respects with (a) all Applicable Laws (with legal non-conforming status and grandfathering being deemed to be compliance for purposes of this clause (a)), (b) this Agreement, and all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants, easements and agreements affecting the Project, to the extent they would have a material, adverse effect on the ability of the Owner or its Affiliates, successors or assigns, to perform Owner's obligations under this Agreement, and (c) all licenses and permits required by

Applicable Laws for the conduct of its business or the ownership, use or operation of the Project (with legal non-conforming status and grandfathering being deemed to be compliance for purposes of this clause (c)).

Section 7.8. ***Laborers, Subcontractors and Materialmen***. Owner shall use its ordinary policies and procedures to obtain affidavits and lien waivers from, and to contest or defend against claims from, laborers, subcontractors, materialmen, and other Persons who might or could, to Owner's knowledge, claim statutory or common law Liens from furnishing or having furnished labor or material to the Project or any Phase.

Section 7.9. ***Determinations by Verification Agent and Owner Obligations are Separate and Distinct***. Owner acknowledges and agrees that the failure by the Verification Agent to approve any Requisition or to reach a determination on any matter that is favorable to Owner, do not in any way affect Owner's obligations under PD Zoning of the Site. Owner's agreements in this Agreement are separate and distinct from PD Zoning matters

Section 7.10. ***Event Notices***. Owner will promptly notify ACC in writing of (i) the occurrence of any Event of Default of which it has knowledge (after giving effect to any applicable cure periods), (ii) the occurrence of any levy or attachment against its assets or other event which may have a material adverse effect on the Project, and (iii) the receipt by Owner of any written notice of Default or notice of termination with respect to any documents or instruments evidencing or securing any Project Financing which may materially adversely affect the Project.

Section 7.11. ***Taxes***. Owner shall in its sole discretion determine if and when it will contest or appeal any assessed value or taxes imposed upon or assessed against the Site, the Project or any Phase (including, but not limited to, ad valorem property taxes), upon the revenues, rents, issues, income and profits of the Project or any Phase, or imposed against, affecting, relating or arising in respect of the occupancy, use or possession thereof.

Section 7.12. ***Insurance***. To the extent of its interest therein, Owner shall keep the Project continuously insured, or cause the Project to be continuously insured in accordance with its ordinary policies and underwriting standards.

Section 7.13. ***Further Assurances and Corrective Instruments***. ACC (subject to any necessary Mayor and Commission approvals) and Owner agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that no party shall be required to execute and deliver any supplement or amendment that impairs its rights or increases its obligations hereunder.

Section 7.14. ***Performance by Owner***. Owner will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take or allowing any other party which it controls to take any action that would violate Owner's representations and warranties hereunder in any material respect, or render the same inaccurate in any material respect as of any subsequent Requisition dates to the extent any such representations and warranties are restated as of such

Requisition dates, or that in any material way would prevent the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof.

Section 7.15. ***Transfer of the Project and Interests in Owner***.

(a) From the Effective Date and until attainment of the applicable Development Benchmark(s), with the exception of a Permitted Transfer, Owner will not, without the prior written consent of the ACC, which consent may be withheld, granted or conditioned in the discretion of ACC, Transfer any Phase of the Project (or portion thereof) which is necessary to achieve the satisfaction of the applicable Development Benchmark(s). Following attainment of the Development Benchmark(s) which relate to a particular Phase of the Project and the delivery of a Completion Certificate, in connection with any Transfer of such Phase of the Project (or any portion thereof) to a third-party that is not an Affiliate of Owner, Owner will provide ACC no less than fifteen (15) days' notice of such Transfer and the related anticipated closing date; provided, however, ACC shall have no consent right to any such Transfer. Permitted Transfers do not require the prior written consent of ACC, regardless of the status of Completion of any Phase or of the overall Project, provided that no Default on the part of Owner has occurred and is continuing.

(b) To effectuate a Permitted Transfer, Owner shall provide a notice to ACC substantially in the form of Schedule 7.15(b) hereto identifying the type of Permitted Transfer. While ACC has no right to discretionary approval of or consent to a Permitted Transfer, the foregoing notice provides a checklist to allow ACC to confirm that Owner has complied with the applicable Permitted Transfer requirements and provided supporting information relevant to the type of transfer.

(c) Except as expressly prohibited pursuant to this Section 7.15 and Section 12.5, each sale, conveyance, lease, ground lease, license, easement, mortgage, grant, bargain, encumbrance, issuance, creation, redemption, pledge, assignment, granting of an option with respect to, or other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of direct or indirect interests in the Site (and portions thereof, and in or of Owner (by operation of law and otherwise) from time to time is and are expressly permitted without restriction and without requiring prior notice to or consent by ACC. Further, ACC acknowledges, (1) that Owner (and each of its successors) shall have the free right to partially or fully assign its rights and obligations as Owner under this Agreement, subject to the provisions of this Section 7.15, to one or more Owner's Association(s), purchaser(s) and other successor(s) whereupon the assigning Owner will be released from any further obligations arising pursuant to this Agreement to the extent assumed by such association(s), purchaser(s) and other successor(s), and (2) that assignments and collateral assignments in connection with Project Financing are expressly permitted without restriction and without requiring prior notice or consent.

(d) Any provision of this Section 7.15 or of any other Section of this Agreement to the contrary notwithstanding, in the case of any partial assignment by Owner to a Vertical Developer of this Agreement,

(i) the assignment instrument shall contain an allocation of the responsibilities of Owner under this Agreement that is reasonably satisfactory to ACC, and shall provide for the direct enforcement of such responsibilities by ACC against the assignee, and

(ii) Owner shall provide a copy of the proposed assignment instrument to ACC for review, at Owner's expense, at least twenty-one (21) Business Days prior to the closing of the assignment, and only the assignment instrument reviewed by ACC and approved as being in compliance with this Agreement may be used by Owner.

Section 7.16. ***Permitted Title Exceptions***. In its sole discretion and from time to time, without the prior written approval of ACC (but subject to Applicable Law), Owner shall be entitled to assume, grant and otherwise enter into (a) easements and rights of ways serving the Site for utilities, (b) other easements, encroachment agreements, covenants, conditions, encumbrances, appurtenances, and restrictions and/or (c) reciprocal easement agreements, CC&Rs (covenants, conditions and restrictions) and master, land, vertical or horizontal condominium regimes.

Section 7.17. ***Organizational Structure***. Owner shall not:

(a) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the Applicable Law of the jurisdiction of its organization or formation.

(b) engage in any type of business not reasonably related to the Project, including, without limitation, the acquisition, construction, development, operation and equipping of the Project and portions thereof.

Section 7.18. ***[RESERVED]***.

Section 7.19. ***Owner Operations and Employees***. All personnel supplied or used by Owner (its successors or assigns), in connection with the Project shall be employees, agents or subcontractors of Owner (its successors or assigns) or the applicable General Contractor(s), not ACC for any purpose whatsoever. Owner (its successors and assigns) and/or the applicable General Contractor(s) shall be solely responsible for the compensation of all such personnel, for withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits.

Section 7.20. ***Access to Owner's Non-Construction Records***. From the Effective Date until expiration or earlier termination of this Agreement, Owner shall permit ACC or the Verification Agent to examine the books and records of Owner solely with respect to the Project, and, so long as there is then no Default, ACC shall deliver five (5) Business Days prior written notice of any examination and detailing the specific need for such examination. All such access must be during normal business hours and in a manner that will not unreasonably interfere with Owner's business operations generally. ACC shall be accompanied by a representative of Owner during any access contemplated by this Section. Such books and records shall be preserved for a period of five (5) years within the borders of ACC, or for such longer period as may be required by Law. Any records made available to ACC pursuant to this Section 7.20 that constitute

Confidential Material shall be subject in all respects to Section 5.4 hereof. Further, any records made available to ACC pursuant to this Section 7.20 shall be subject in all respects to the Open Government Laws. This section does not alleviate Owner's burden to maintain documents that are subject to this Agreement and subject to Open Government Laws for a period of time consistent with the state record retention laws.

Section 7.21. ***Access to the Site and Construction Records***. From the Effective Date until the expiration or earlier termination of this Agreement, Owner will permit ACC and its representatives and/or agents, to access then active Phase(s) for tours pursuant to this Section and Section 7.22 hereof, to observe the progress of construction, to examine and make copies of all books, records, plans, drawings, engineering and other reports and tests, and other materials which are or may be kept at the construction site with respect to the construction of such Phase, and to discuss the progress and status of such Phase and the overall Project with representatives of Owner, all in such detail and at such times as ACC may reasonably request but only for purposes of verifying the status of construction and confirming the accuracy of the submitted expenses for purposes of calculating Reimbursable Project Costs for Requisitions. All such access must follow prior written notice to Owner, be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the Project or with general business operations of Owner or other Project occupants. ACC shall be accompanied by a representative of Owner during any access contemplated by this Section. Owner shall make its representative available for such access within seven (7) days' of receipt of notice or Owner shall be deemed to have waived the accompaniment requirement. For avoidance of doubt and for purposes of clarification, it is not the intent of the parties to limit, restrict or impair the regulatory powers of ACC and its inspectors to visit the site to perform their duties. Upon written request of ACC, Owner shall notify ACC of the location, date and time of any regularly scheduled construction meetings for a Phase, and, if ACC has so requested, prompt prior notice of any change in the date, time or location of any such construction meetings. While ACC does not anticipate that it will attend such meetings upon performance by Owner with the other covenants hereof, upon no less than five (5) Business Days' notice, ACC shall be permitted to attend all such construction meetings with respect to any Phase that has not achieved Completion. Any records made available to ACC pursuant to this Section 7.21 that constitute Confidential Material shall be subject in all respects to Section 5.4 hereof. Further, any records made available to ACC pursuant to this Section 7.21 shall be subject in all respects to the Open Government Laws.

Section 7.22. ***Tours of Project Site***. From the Effective Date and until Completion of any applicable Phase of the Project, ACC may request a tour of the applicable portion of the Site and to discuss the progress and status of the applicable Phase of the Project with representatives of Owner, during such tour. Any such tour shall follow at least 7 days' prior written request to Owner, be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the Project or with general business operations of Owner or other Project occupants and shall not occur more frequently than twice per calendar year.

Section 7.23. ***Performance Commitments***. Owner shall comply with the Performance Commitments contained in Schedule P hereto.

Section 7.24. ***Annual Reports***. Owner shall, on or before March 1 of each calendar year, commencing with calendar year 2024, file a report (each, an "**Annual Report**") with the Manager

of ACC (who shall provide a copy to the members of the MARC). Each Annual Report shall be in such form as ACC shall reasonably prescribe from time to time for purposes of measuring the extent and quality of compliance by Owner with the requirements of the Performance Commitments as regards the preceding calendar year and the period during which this Agreement has been in effect, respectively. Without limitation, with respect to the preceding calendar year, and the period during which this Agreement has been in effect, respectively, Owner shall certify that it is in compliance with the Performance Commitments except as expressly set forth in the Annual Report. Each Annual Report shall also report the progress of completion of each Phase of the Project as compared to related milestones and requirements contained in this Agreement. Without limitation, with respect to the preceding calendar year, and the period during which this Agreement has been in effect, respectively, Owner shall certify that it is in compliance with such milestones and requirements except as expressly set forth in the Annual Report.

Section 7.25. ***[RESERVED]***.

Section 7.26. ***SAVE Affidavit***. ACC is required by the SAVE (Systematic Alien Verification for Entitlements) Program to verify the status of anyone who applies for a "public benefit" from ACC. Public benefits are defined by state statute, O.C.G.A. §50-36-1, by federal statute, 8 U.S.C. §1611 and 8 U.S.C. §1621, and by the Office of the Attorney General of Georgia. Grants or contracts with ACC are considered public benefits. Any person obtaining a public benefit must show a secure and verifiable document, and complete the SAVE Affidavit attached hereto as Schedule 7.26 and incorporated herein by reference. Acceptable documents have been identified by the Office of the Attorney General and may be found at: http://law.ga.gov.

ARTICLE VIII
EFFECTIVE DATE AND CONDITIONS; TERM

Section 8.1. ***Effective Date***. This Agreement shall not be effective until its Effective Date, which shall be the date upon which all of the conditions set forth in Section 8.2, below have been satisfied. If the Effective Date has not occurred by August 31, 2023, then this Agreement shall never become effective, notwithstanding that it may have been executed by one or all of the parties hereto. Promptly after the occurrence of the Effective Date, the parties hereto shall execute the Acknowledgment attached as Schedule 8.1 hereto and incorporated herein by reference (the "**Acknowledgment**"), which shall evidence that the Effective Date has occurred and the date thereof and of the Expiration Date, and shall set forth the actual amount of the Payment Limitation.

Section 8.2. ***Conditions to Effective Date***. The conditions to the effectiveness of this Agreement are as follows:

(a) ACC and Owner shall have approved this Agreement, as evidenced by the execution hereof by ACC and the receipt by ACC of written confirmation from Owner of its approval hereof.

(b) If necessary (as determined by ACC in its discretion) ACC shall have amended the Redevelopment Plan for purposes of making it consistent with this Agreement.

(c) If necessary (as determined by ACC in its discretion) ACC shall have amended the TAD Policies (defined below) for purposes of making them consistent with this Agreement.

(d) The Board of Education and ACC shall have approved and entered into an amendment of the IGA that amends Subsection (i) of Section 3.1 of Article III of the IGA by extending its term through the day before the thirtieth (30th) anniversary of the Effective Date, and that otherwise amends the IGA as and if necessary so that this Agreement and the IGA are not in conflict.

(e) All material representations, warranties and covenants made by the Owner in this Agreement shall be true and correct in all material respects on the Effective Date, as evidenced by a certificate to such effect issued by the Owner to ACC.

(f) ACC or the Verification Agent shall have received and verified all Due Diligence Materials required (as reasonably deemed applicable by ACC) to be delivered to ACC by the Effective Date.

(g) Owner shall have delivered a certificate to ACC executed by an Owner Representative, to the effect that, to the best of its knowledge, Owner is not in Default under this Agreement or any of the Financing Documents, which Default could have a material adverse effect on the Project or Phase of the Project as reasonably determined by Owner.

(h) Payment by Owner of any portion remaining unpaid of ACC's actual costs incurred for economic forecasting, revenue projection, consultant and legal fees.

(i) Owner shall have delivered a certificate to ACC executed by an Owner Representative, to the effect that the PSA is in full force and effect, or that Owner has purchased and is the owner of the Site.

(j) Owner has placed into escrow an amount equal to twelve (12) months of payments of the costs of the Verification Agent as estimated by the Verification Agent.

(k) Owner has submitted (i) certified copies of its organizational documents, and (ii) a certificate of good standing from the jurisdiction in which it was organized, together with evidence that it is qualified to transact business and is in good standing in the State.

(l) Owner has delivered certified copies of its corporate resolutions or other evidence of its approval of this Agreement and authorizing the execution and delivery thereof by an authorized officer.

(m) The Site has been rezoned to the PD (Planned Development) classification.

(n) Owner has submitted to the Verification Agent data regarding Owner's financial capacity that is sufficient for the Verification Agent to determine that Owner is adequately capitalized for purposes of carrying out the first stage of the Horizontal

Infrastructure necessary to complete Phase 1A, and the Verification Agent has made such determination.

(o) Owner and CCSD shall have agreed to a covenant whereby Owner will offer to rent Affordable Housing Units to employees of CCSD on a basis that, to the extent legally permissible, affords such employees a priority thereto.

(p) ACC and Owner have agreed on the terms and conditions of the document evidencing the Ground Lease. For the avoidance of doubt, such document will not be executed and delivered by ACC until required by Section 6.6(g) hereof.

(q) On or prior to the Effective Date, Owner has recorded the Maintenance Plan (defined below) in the real property records for the Clerk of Superior Court of Athens-Clarke County.

Section 8.3. ***Term of Agreement; Expiration Date***. This Agreement will commence on the Effective Date and will continue for a period (the "**Term**") expiring at 5:00 o'clock p.m., ACC time, on the day before the thirtieth (30th) anniversary of the Effective Date (the "**Expiration Date**"), subject to earlier termination as provided herein, provided, that, any provision hereof to the contrary notwithstanding, in no event shall the Term of this Agreement continue beyond the 30-year period provided in O.C.G.A. §36-44-19, part of the Redevelopment Powers Law.

Section 8.4. ***Termination***.

(a) ACC shall have the right, but not the obligation, to terminate this Agreement, without any further liability, effective immediately upon giving written notice thereof to Owner, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. As to any previous partial assignment of this Agreement to another Vertical Developer that Owner has made in compliance with this Agreement, termination of this Agreement as to Owner shall not in and of itself cause the termination of the rights of such Vertical Developer under such partial assignment.

(b) Subject to Force Majeure, this Agreement shall automatically terminate, without the necessity of any action on the part of either party, and without liability on the part of either party for such termination, on the second anniversary of the Commencement Date, unless prior thereto an initial Requisition has been submitted and approved by the Verification Agent and ACC. The effect of Force Majeure in such case shall be that the date by which such initial Requisition must be submitted and approved shall be extended by the period of the delay caused by the event of Force Majeure.

(c) Subject to Force Majeure, this Agreement shall automatically terminate, without the necessity of any action on the part of either party, and without liability on the part of either party for such termination, on June 30, 2024, unless Owner has Commenced Initial Construction prior thereto. The effect of Force Majeure in such case shall be that such date shall be extended by the period of the delay caused by the event of Force Majeure.

(d) This Agreement shall automatically terminate, without the necessity of any action on the part of either party, and without liability on the part of either party for such

termination, when ACC has paid as Reimbursements amounts equal to the Payment Limitation.

(e) ACC shall have the right, but not the obligation, to terminate this Agreement, effective immediately upon giving written notice of termination to Owner, and without liability for such termination, unless, by April 15, 2023, Owner has acquired good and marketable title to the Site, and shall have provided ACC with a copy of an owner's title policy or policies satisfactory to ACC evidencing such ownership.

(f) ACC shall have the right, but not the obligation, to terminate this Agreement, effective immediately upon giving written notice of termination to Owner, and without liability for such termination, if ACC determines in its reasonable discretion that any Phase of the Project is delayed for reasons other than Force Majeure such that it will not be Completed within 270 days of its Completion date as set forth on Schedule 6.1 hereto.

(g) If ACC shall elect to terminate this Agreement by reason of any Default of Owner, the termination shall not become effective if, within the sixty (60) day period after the date of such election to terminate, the Project Finance Lender shall (i) notify ACC of the Project Finance Lender's desire to cure the Default; (ii) cure all monetary Defaults, and (iii) comply, or in good faith with reasonable diligence and continuity commence to comply, with all non-monetary requirements of this Agreement that are reasonably susceptible of being complied with by the Project Finance Lender and prosecute such cure to its completion. If the Project Finance Lender is unable to effect cure within such sixty (60) day period because it has not been able to obtain possession of the Site from Owner, such optional termination by ACC shall not be effective if the Project Finance Lender has initiated and for so long as the Project Finance Lender is diligently pursuing foreclosure or similar proceeding, and, once the Project Finance Lender is able to commence such cure, to diligently and continuously thereafter do so. This subsection shall not apply to any automatic termination of this Agreement that occurs as provided herein, and shall not apply to any optional termination of this Agreement by ACC except pursuant to a right of ACC arising upon a Default by Owner.

(h) Owner shall have the option to terminate this Agreement if, (i) Owner has not obtained PD Zoning for the Site by April 15, 2023, (ii) ACC and the Board of Education have not by April 15, 2023 entered into an amendment of the IGA that amends Subsection (i) of Section 3.1 of Article III of the IGA by deleting "December 31, 2040" and replacing it with "August 30, 2053", or (iii) ACC shall fail to honor a Requisition submitted in accordance with the terms hereof if the reimbursement thereof is required by this Agreement.

(i) This Agreement shall automatically terminate upon the expiration of a LURA if simultaneously therewith Owner does not enter into a new, replacement LURA that extends for the lesser of 20 years or the period necessary that the 20 year Affordability Housing Requirements are satisfied on a cumulative basis.

(j) This Agreement shall automatically terminate, without the necessity of any action on the part of either party, and without liability on the part of either party for such termination, simultaneously with the termination of Owner's right to submit Requisitions pursuant to paragraph 3 or paragraph 4 of Schedule 9.3 hereof.

Section 8.5. ***Effect of Expiration or Termination***. The provisions of this Agreement in favor of ACC that are intended to survive expiration or termination shall so survive, such provisions including, without limitation, Owner's Affordable Housing Requirements, and those contained in Article X hereof, regarding indemnification.

ARTICLE IX
ADVANCES, REQUISITIONS, AND REQUISITIONS

Section 9.1. ***Advances; Site TAD Account***.

(a) Owner, in its sole discretion as to timing and amount (provided the same comply with this Agreement), may make or cause to be made Advances in connection with the Project, provided, that Owner shall pay all Transaction Costs that ACC notifies Owner are to be paid by Owner.

(b) Owner may submit Requisitions to the Verification Agent for review and approval for reimbursement for any such Advances in accordance with Section 9.2 and Section 9.3.

(c) The Site TAD Increments shall be paid into the fund or account of the Special Fund established by ACC to hold the Site TAD Increments (the "**Site TAD Account**"). For purposes of clarification, so long as the Site TAD Increments are paid into the Site TAD Account, without consideration of incremental tax allocation increment generated in the remainder of the TAD, Disbursements (defined below) will be funded, but, only to the extent payment of a Disbursement is required by this Agreement, and solely from the Site TAD Increments actually on deposit in the Site TAD Account. The parties hereby acknowledge and agree that ACC's obligation to make, subject to the terms and conditions hereof, the Disbursements contemplated hereunder is a special and limited obligation, payable solely from the Site TAD Account, and not a general obligation of ACC. An expenditure for which a Requisition is submitted must have been paid since the Effective Date, or, in reliance on Owner's agreements, representations and warranties contained in and referenced in Section 3.1(h) hereof, during the period from January 1, 2021 through the Effective Date (the "**Additional Consideration Period**"), ACC hereby finding and determining that the representations, warranties, and obligations on the part of Owner contained in and referenced in Section 3.1(h) hereof, particularly including, but not limited to, the Zoning Enhancements, are new, additional and valuable consideration being provided by Owner to ACC in consideration of the agreements made by ACC in this Agreement on the terms and conditions hereof.

Section 9.2. ***Ineligible Costs***. Any provision hereof to the contrary notwithstanding, a Requisition shall not be submitted, and no Requisition shall be payable or shall be paid, for the

reimbursement of any of the following costs (each, an "**Ineligible Cost**," and collectively, the "**Ineligible Costs**"):

(a) a cost that is not a "redevelopment cost" as defined in O.C.G.A. §36-44-3(8), which is part of the Redevelopment Powers Law;

(b) a cost whose reimbursement is not authorized as one of the Redevelopment Costs (*i.e.*, "redevelopment costs" as defined in O.C.G.A. §36-44-3(8)) of a Redevelopment Project (as defined in the Redevelopment Plan);

(c) a cost whose reimbursement has not been authorized in accordance with the process and procedures contained in the Redevelopment Plan (for the avoidance of doubt, even if a cost is a Redevelopment Cost under the Redevelopment Plan, the Redevelopment Project and the reimbursement of such a cost must still be authorized in accordance with the process and procedures provided in the Redevelopment Plan);

(d) a cost whose reimbursement is not authorized by the "Athens-Clarke County Unified Government Tax Allocation District (TAD) Funding Policies & Procedures" ("**TAD Policies**"), as in effect on the Effective Date, as approved by ACC or a cognizant department thereof;

(e) a cost whose reimbursement has not been authorized in accordance with the process and procedures contained in the form of IGA attached hereto as Schedule 9.2 and incorporated herein by reference;

(f) a cost that is not a Reimbursable Project Cost as defined in this Agreement;

(g) a cost that has not actually been paid by the Person submitting the Requisition;

(h) a cost paid or incurred prior to December 31, 2020, such being the date of creation of the TAD;

(i) a cost that is not in one of these categories: (A) a hard cost of the Project that will contribute to the tax digest of the TAD, (B) a soft cost that will contribute to the tax digest of the TAD, or (C) public infrastructure (including infrastructure licensed to ACC or otherwise available to and for the use and benefit of the public by virtue of a public easement). The foregoing shall not be construed to make ineligible the cost of an asset that is in public ownership but in which Owner retains an economic interest (such as a license or lease, or similar arrangement). An interest in property represented by any such license or lease, or similar arrangement owned by the Owner shall be subject to normal *ad valorem* property taxation in accordance with the Laws of the State.

For the avoidance of doubt, imputed interest, lost profits, the time value of money, opportunity cost, and the like, are all Ineligible Costs. Imputed interest, the time value of money, opportunity cost, and the like are not expenditures and are not eligible as Reimbursable Project Costs. In contrast, an amount representing normal and customary documented financing costs actually paid

that is a component of a "capital cost" as set forth in O.C.G.A. §36-44-3(8)(8) is potentially a Reimbursable Project Cost if the other requirements pertaining thereto are met.

Section 9.3. ***Submission of Requisition for Reimbursable Project Costs Documents***. A Requisition shall be submitted by the Owner for review by the Verification Agent and is subject to approval by ACC. By its approval and execution hereof, ACC authorizes its Manager to approve or disapprove each such Requisition on its behalf. ACC and the Verification Agent shall complete the review and approval or disapproval of each Requisition within thirty (30) Business Days of receipt, provided that all data and supporting materials required hereby were included with such Requisition. Subject in all cases to meeting the applicable Development Benchmarks, Owner shall only make a Requisition no more often than twice per calendar year, and in such amounts so as to result in the funding of Reimbursable Project Costs on a reimbursement basis only (each, a "**Disbursement**"), in accordance with the following procedures, and subject to (i) the Payment Limitation, and (ii) satisfaction of the following conditions precedent:

(a) In connection with the reimbursement of Reimbursable Project Costs Owner shall submit to ACC a Requisition for Reimbursable Project Costs incurred to the date of such Requisition, which Requisition shall be substantially in the form of Schedule 9.3(a) attached hereto and incorporated herein by reference, which Requisition must include supporting documents and other submittals which properly evidence (to the reasonable satisfaction of ACC) the actual payment of that Reimbursable Project Costs for which the Requisition is submitted, and which include all data and supporting materials necessary for the Verification Agent to perform its related duties and functions;

(b) The Verification Agent shall review the Requisition to verify that the costs included in the Requisition qualify as Reimbursable Project Costs (in accordance with the definition of such term), and that all other conditions to the making of the requested Disbursement have been satisfied. If the Verification Agent determines that any of the costs included in the applicable Requisition do not qualify as Reimbursable Project Costs (in accordance with the definition of such term), or that another condition has not been satisfied, Owner and the Verification Agent shall meet in good faith to try and resolve the discrepancy or objection asserted by the Verification Agent. If the Verification Agent and Owner cannot reach an agreement, Owner shall appeal that determination to ACC. In order to overturn the decision of the Verification Agent, the approval of the Commission of Athens-Clarke County, Georgia shall be required via the adoption of Resolution, subject to Section 2-204 of the Charter of the Unified Government of Athens-Clarke County, Georgia which provides for the submission of resolutions to the Mayor for approval or veto.

(c) **AS A SEPARATE AND INDEPENDENT COVENANT, AND FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE SUM OF $100 IN HAND PAID, THE RECEIPT AND SUFFICIENCY OF WHICH OWNER HEREBY ACKNOWLEDGES, OWNER HEREBY COVENANTS AND AGREES (THE "COVENANT NOT TO SUE") THAT IT SHALL NOT BRING SUIT OR OTHERWISE ASSERT ANY CLAIM AGAINST ACC OR THE VERIFICATION AGENT, OR ANY OF THEIR RESPECTIVE PUBLIC OFFICIALS, DIRECTORS, AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (EACH**

OF THE FOREGOING, A "COVENANTEE") ALLEGING THAT: (A) A DETERMINATION BY ANY COVENANTEE AS TO ANY MATTER REQUIRING A DETERMINATION BY SUCH COVENANTEE REGARDING THE FOREGOING OR ANY OTHER MATTER WHEN REQUIRED PURSUANT TO ANY PROVISION OF THIS AGREEMENT IS A BREACH OF OR DEFAULT UNDER THIS AGREEMENT, IS UNLAWFUL, IS A BREACH OF A FIDUCIARY OR OTHER DUTY, OR IS VOID, UNENFORCEABLE, UNCONSCIONABLE, INEQUITABLE, OR OTHERWISE IMPROPER FOR ANY REASON; OR (B) THE PROVISIONS OF THIS SECTION 9.3 OR ANY OTHER PROVISIONS HEREOF RELATED TO ANY SUCH DETERMINATION ARE UNLAWFUL, A BREACH OF A FIDUCIARY OR OTHER DUTY, VOID, UNENFORCEABLE, UNCONSCIONABLE, INEQUITABLE, OR OTHERWISE IMPROPER FOR ANY REASON, EXCEPT THAT THE FOREGOING SHALL NOT PRECLUDE OWNER FROM APPEALING TO ACC AS PROVIDED ABOVE, OR, ONCE ACC HAS MADE ITS DECISION TO OVERTURN OR TO NOT OVERTURN A DECISION OR DETERMINATION BY THE VERIFICATION AGENT, OTHERWISE ASSERTING ANY CLAIM, (I) FOR PAYMENT OF A REQUISITION, BUT LIMITED TO THE AMOUNT REQUESTED THEREBY, (II) FOR ANY EQUITABLE REMEDY (FOR THE AVOIDANCE OF DOUBT, NOT INCLUDING ANY CLAIM FOR MONETARY DAMAGES), OR (III) BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. AS A NON-EXCLUSIVE REMEDY FOR OWNER'S BREACH OF THE COVENANT NOT TO SUE (AS TO WHICH THERE SHALL BE NO NOTICE REQUIREMENT OR CURE PERIOD), ACC SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT EFFECTIVE IMMEDIATELY UPON GIVING WRITTEN NOTICE OF TERMINATION TO OWNER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OWNER SHALL BE ENTITLED TO OBTAIN EQUITABLE RELIEF, INCLUDING WITHOUT LIMITATION, TEMPORARY RESTRAINING ORDERS, TEMPORARY OR PERMANENT INJUNCTIONS TO PREVENT AND ENJOIN BREACHES OF ANY PROVISIONS OF THIS AGREEMENT AND TO ENFORCE SPECIFICALLY THE TERMS AND PROVISIONS OF THIS AGREEMENT IN THE COURTS OF THE STATE OF GEORGIA SITTING WITHIN THE BORDERS OF ACC OR THE U.S. DISTRICT COURT SITTING IN THE MIDDLE DISTRICT OF GEORGIA OR ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE TO OWNER, ANY SUCH RELIEF BEING EXPRESSLY EXCLUDED FROM THE APPLICATION OF THE COVENANT NOT TO SUE. FOR THE AVOIDANCE OF DOUBT, ACC SHALL NOT HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IN THE EVENT OWNER ASSERTS A CLAIM FOR ANY SUCH EQUITABLE RELIEF.

(d) **ANY PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ANY PARTY (INCLUDING ANY COVENANTEE) BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT,**

REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE PRECEDING LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO A CLAIM BASED ON THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF A PARTY (INCLUDING ANY COVENANTEE) IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

(e) The Owner has delivered, in connection with the initial Disbursement, any applicable Due Diligence Materials to the extent not previously delivered;

(f) The Owner has delivered, in connection with a requested Disbursement subsequent to the initial Disbursement, any applicable Due Diligence Materials to the extent not previously delivered;

(g) The Owner or any subsequent holder of a taxable property interest in the TAD may appeal the assessed value of its property to the Clarke County Board of Assessors as provided by law. ACC shall only be obligated to fund the Requisition so requisitioned to the extent of the Site TAD Increments actually on deposit in the Site TAD Account;

(h) A Requisition is payable solely as and to the extent the Verification Agent confirms to ACC that the payment of all or any portion of any such Requisition will not cause the overall support from the TAD (taking into account all previously paid amounts in respect of the Requisitions, if any) to exceed the Payment Limitation; for the avoidance of doubt, no reimbursement shall be made to the extent that the amount thereof, when combined with the amount of all prior reimbursements, exceeds in the aggregate the lesser of the Applicable Percentage of the then current Total Estimated Project Value, or $182,803,000;

(i) Owner has submitted to the Verification Agent data regarding Owner's financial capacity that is sufficient for the Verification Agent to determine that Owner is adequately capitalized for purposes of carrying out the Phase of the Project to which the subject Requisition relates, and the Verification Agent has made such determination.

(j) ACC shall set aside and reserve all of the Site TAD Increment paid over to it by the Clarke County Tax Commissioner immediately upon receipt into the Site TAD Account, 100% of which will be earmarked for, (i) Requisitions as contemplated in this Agreement, up to that amount which does not cause the Payment Limitation to be exceeded, and (ii) Withdrawals. Site TAD Increments shall not be used for any other purpose until all Requisitions have been paid as provided herein; provided, however, that in the case of Requisitions, (i) there is no Default under or termination of this Agreement, and (ii) ACC reserves the right to deduct any unpaid fees or expenses then due and payable to it under this Agreement from any Requisitions otherwise subject to Disbursement hereunder;

(k) The Requisition amount in any year shall be up to the full amount of the Site TAD Increment transferred to ACC by the Clarke County Tax Commissioner in such year, provided that all applicable terms and conditions have been satisfied. If the Site TAD Increment funds on deposit in the Site TAD Account are in excess of the amount of Requisition requested in an approved Requisition, such excess Site TAD Increment funds shall remain on deposit in the Site TAD Account to fund future Requisitions, subject to Withdrawals;

(l) In the event (i) the value of the property in the TAD in any given year is less than the TAD's "**tax allocation increment base**", as defined in O.C.G.A. Section 36-44-3(15), part of the Redevelopment Powers Law (which base value is memorialized in Schedule 9.3(i) attached hereto and incorporated herein by reference), or (ii) the Clarke County Tax Commissioner (or the then applicable tax collection agency for ACC) makes an adverse determination or calculation which results in no Site TAD Increment being transferred to ACC, there shall be no Requisition due and payable in such year, and such failure to disburse a Requisition shall not constitute a default under this Agreement by ACC; provided, however, that any deficiency in the amount of Site TAD Increments in the TAD Account in any one year may be funded with excess amounts (if any) in the Site TAD Account in any one or more subsequent years until the expiration or earlier termination of this Agreement, subject to prior Withdrawals pursuant to Section 9.5, below; for the avoidance of doubt, no interest shall accrue or be payable because of any such deficiency;

(m) Prior to seeking any Disbursement of all or any portion of a Requisition with respect to Reimbursable Project Costs, Owner shall ensure that all such Reimbursable Project Costs included in the Requisition have been fully paid when due by Owner, or the applicable Vertical Owner or other Person incurring such Reimbursable Project Costs;

(n) All obligations of ACC to make Requisitions under this Section 9.3 shall terminate on the earlier of: (i) the expiration or earlier termination of this Agreement; and (ii) the date the total amount of the Requisitions that have been funded in the aggregate reaches the Payment Limitation. Upon termination of this Agreement, ACC shall have no further obligation under this Agreement even if the aggregate of the Requisitions that has actually been paid to the Owner is less than the Payment Limitation;

(o) Notwithstanding anything else herein contained to the contrary, (a) ACC shall only be required to pay over to the Owner or its assignee, as and to the extent actually paid over to ACC, any amounts in respect of Site TAD Increments after taking into account any late collections, property tax digest determinations (in general) that are favorable to ACC, or increased amounts received by ACC due to appeals (net of reductions due to successful property owner appeals), subject to Withdrawals, and the Owner or its assignee shall be required to promptly refund to ACC, any amounts in respect of previously received Requisitions that are determined to be subject to refund due to property tax digest determinations (in general) unfavorable to ACC, or decreases in Site TAD Increments due to successful appeals;

(p) Requisitions shall be made sufficiently in advance of December 1 of each year that ACC may process the Requisition in accordance with this Agreement and its normal practices by such date;

(q) it shall be a condition to the reimbursement of an Advance pursuant to a Requisition that PD Zoning of the Site have been in effect, since the Effective Date to the date of submission of the Requisition, in the case of the initial Requisition, and since the date of the submission of the most recently preceding Requisition to the date of submission of the Requisition being submitted, in the case of subsequent Requisitions;

(r) it shall be a condition to the reimbursement of an Advance pursuant to a Requisition that Owner has entered into a new, replacement LURA that extends for the lesser of 20 years or the period necessary to secure the 20-year Affordability Housing Requirements on a cumulative basis, if necessary at the time to secure such 20-year Affordability Housing Requirements; and

(s) ACC covenants and agrees that it shall not use, encumber or pledge Site TAD Increments other than as provided herein. For the avoidance of doubt, all TAD Increments, other than the portion thereof which is Site TAD Increments (and even then, subject to Withdrawals), are free and clear of this Agreement.

Section 9.4. ***Project Budget***. Owner or the applicable Vertical Owner or other Person succeeding to all or a portion of Owner's development interests in the Project (or any Phase thereof) shall deliver to ACC the Project Budget with respect to each Phase of the Project prior to the commencement of construction of such Phase. Such party shall deliver quarterly updates to the Project Budget to ACC.

Section 9.5. ***Use of Site TAD Account Funds***.

(a) ACC shall have the right from time to time to withdraw (each, a "**Withdrawal**") funds in the Site TAD Account and deposit the amount withdrawn into the general account or another account of the Special Fund as determined by ACC, for use by ACC, in any or all of these cases:

(i) The withdrawn funds represent unused amounts that have remained on deposit in the Site TAD Fund for at least five (5) years, as determined by the Verification Agent using appropriate accounting rules; or

(ii) ACC will use the withdrawn funds to pay Redevelopment Costs of the Transit Station Redevelopment Project or an Alternate Redevelopment Project; or

(iii) ACC will use the withdrawn funds to pay its Administrative Fee.

(b) ACC's right to make Withdrawals is senior to Owner's rights under this Agreement, any provision hereof to the contrary notwithstanding, but subject, in the case of Withdrawals pursuant to clause (a)(ii), above, to Section 6.6(f)(ii) hereof. Withdrawn funds are free and clear of this Agreement.

(c) Except as provided above, funds in the Site TAD will be used solely to pay Reimbursable Project Costs incurred as part of the Project and allowed by this Agreement, and for no other purposes. ACC covenants and agrees that it shall not use, encumber or pledge Site TAD Increments other than as provided herein. For the avoidance of doubt, all TAD Increments, other than the portion thereof which is Site TAD Increments (and then, subject to ACC's Withdrawal rights) are free and clear of this Agreement.

Section 9.6. ***Limited Liability***. To the extent permitted by State law, no director, officer, employee or agent of ACC, and no officer, employee or agent of ACC, will be personally responsible for any liability arising under or growing out of the Agreement.

Section 9.7. ***Limitation on Force Majeure***. Any provision hereof to the contrary notwithstanding, in no event shall any event of Force Majeure, or the cumulative effect of all events of Force Majeure, allow Requisitions to be submitted after, or cause the Term of this Agreement to be extended beyond, the day before the thirtieth (30th) anniversary of the Effective Date.

Section 9.8. ***ACC Expenses and Consent***. Owner covenants and agrees to pay all reasonable post-closing expenses actually incurred of any counsel or third party retained by ACC to review any documents or other items submitted by Owner from time to time for review and/or approval by ACC in accordance with the terms of this Agreement from and after the Effective Date that ACC determine, in its reasonable discretion, require(s) the use of outside legal counsel or third parties as opposed to the in-house legal counsel or staff of ACC.

ARTICLE X
INDEMNIFICATION

Section 10.1. ***Indemnification***. Owner shall and does agree to protect, defend, indemnify and save ACC and its respective public officials, directors, agents, employees, officers and legal representatives (collectively, the "**Indemnified Persons**", which term includes, without limitation, the Verification Agent) harmless for, from and against all Loss imposed upon or asserted against any Indemnified Person by reason of any injury, death, damage or loss to persons (including workmen) or property sustained in connection with or incidental to the Project, or by reason of any material inaccuracy in or material breach of any representation, warranty or agreement of Owner contained in this Agreement or resulting from any material breach or material Event of Default by Owner of any obligation or covenant of Owner under this Agreement or under any Financing Document, or for or resulting from any third-party claim related to the subject matter of a Dispute (defined below) or to a claim that a reimbursement received by Owner was for an Ineligible Cost, provided, however, that Owner shall have no obligation to indemnify or hold any Indemnified Person harmless for, from and against any Loss where such Loss results directly from the wrongful or grossly negligent act or willful misconduct of such Indemnified Person. Owner's obligation to indemnify any Indemnified Person from and against any Loss where such Loss results directly from the negligent act of such Indemnified Person shall only be to the extent that such indemnification is permitted under Applicable Law. As used herein, "**Dispute**" means a dispute regarding a determination or decision by any Covenantee regarding payment of a Requisition or regarding any other matter when a decision or determination by such Covenantee is required pursuant to any provision of this Agreement.

Section 10.2. ***Notice of Claim***. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party shall promptly give written notice to Owner, and shall use best efforts to deliver such written notice within a reasonable time not less than ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within such period, it does not waive any right to indemnification except to the extent that Owner is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

Section 10.3. ***Defense***. Owner, at Owner's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by Owner and reasonably approved by the Indemnified Person. If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Owner shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Owner shall acknowledge in writing delivered to the Indemnified Person (with a copy to ACC) that Owner is defending the claim as required hereunder.

Section 10.4. ***Separate Counsel***. Notwithstanding Owner's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Owner has complied with all of Owner's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (and if Owner has not complied with all of Owner's obligations with respect to such claim, Owner shall be obligated to pay the reasonable cost and expense actually incurred of or allocable to such separate counsel). Owner may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Owner or its insurer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 10.5. ***Survival***. The provisions of this Article X will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement; provided, however, the provisions of this Article X will be assumed by any transferee pursuant to a Permitted Transfer, or any Transfer approved by ACC in accordance with the provisions hereof, as and to the extent of the Phase of the Project that is subject to such Permitted Transfer or Transfer, in the event all or a portion of this Agreement is assigned in connection with such Permitted Transfer or Transfer of a Phase of the Project.

ARTICLE XI
DEFAULT

Section 11.1. ***Default by Owner***. The term "**Event of Default**", wherever used in this Agreement, shall mean any one or more of the following events, without regard to any grace period or notice and cure period provided or referenced below with respect to any such events, and the term "**Default**", wherever used in this Agreement, shall mean any one or more of the following events, after expiration of any applicable grace period or notice and cure period provided or referenced below with respect to any such events:

(a) Any representation or warranty made by Owner in this Agreement, or subsequently made by an officer or other authorized representative of Owner in any written statement or document furnished to ACC and related to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or

(b) Any report, certificate or other document or instrument furnished to ACC by Owner or an agent of Owner in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect, and Owner knows such document is false, inaccurate or misleading and fails to promptly report and correct such discrepancy to ACC; or

(c) An Act of Bankruptcy of Owner; or

(d) Any failure by Owner to pay when due any sum payable under this Agreement, continued for thirty (30) days after notice and demand is given by the obligee; or

(e) Failure by Owner to observe and perform any other material covenant, condition or agreement on its part under this Agreement, for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, shall be given to Owner by ACC, unless ACC shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Owner will be afforded such additional time (not to exceed 180 days, unless ACC approves a longer period of time in writing) as shall be reasonably necessary to correct such failure, provided corrective action is instituted by Owner within the applicable period and diligently pursued until the default is corrected; or

(f) Owner's or Owner's members, officer or managers failure to perform under or the breach or default by Owner or Owner's member, officers or manager of any other agreement to which they are a party with ACC; or

(g) Anything expressly designated in this Agreement as being a Default or Event of Default.

Section 11.2. ***ACC's Remedies***. If a Default occurs and is continuing, ACC will be entitled to exercise any and all rights and remedies available to ACC under this Agreement or Applicable Law, including, by way of illustration and not of limitation, the following:

(a) to terminate any rights of Owner arising under this Agreement and, without limiting the foregoing, to disallow any further Requisitions or Disbursements; and

(b) to seek any remedy at Law or in equity that may be available as a consequence of Owner's Default, including, but not limited to, damages or injunctive relief.

Section 11.3. ***Remedies Cumulative***. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at Law or in equity. Without limiting the foregoing, each party hereto shall have the right from time to time to take action to recover any sum or sums which are owed to such party hereunder as the same become due, without regard to whether or not the balance of the obligations hereunder shall be due, and without prejudice to the right of such party thereafter to exercise other remedies on account of any such Default.

Section 11.4. ***Non-Waiver***. The failure of ACC or Owner to insist upon strict performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No delay or omission by ACC or Owner to exercise any right, power or remedy accruing under this Agreement shall be construed to be a waiver of any Default or acquiescence therein. A waiver in one or more instances to exercise any right, power or remedy accruing hereunder shall apply only to the particular instance or instances, and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but every term, covenant, provision or condition establishing such right, power or remedy shall survive and continue to remain in full force and effect. Regardless of consideration, and without the necessity for any notice to or consent by Owner, ACC may release any person at any time liable for any obligations hereunder and may modify the terms of this Agreement as to any other party, without in any manner impairing or affecting the liability of Owner under this Agreement.

Section 11.5. ***Mediation***. To the fullest extent permitted by applicable law, if a dispute or potential dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, then, before resorting such remedies as may be available to them, the dispute shall be referred to mediation at the request of either Party. The Parties shall retain a mediator to aid the Parties in their discussions and negotiations by informally providing advice to the Parties. If a mediator cannot be agreed upon by the Parties within ten (10) days after the date that is thirty (30) days following delivery of the request for mediation, then each of the Parties shall nominate a mediator, and those two mediators will select a third mediator who shall act as the mediator for such dispute. Any opinion expressed by the mediator shall be strictly advisory and shall not be binding on the Parties, nor shall any opinion expressed by the mediator be admissible in any other proceeding. The mediator may be chosen from a list of mediators previously selected by the Parties or by other agreement of the Parties. Costs of the mediation shall be borne equally by the Parties, except that each of the Parties shall be responsible for its own expenses. Mediation efforts shall terminate at the request of either of the Parties given no earlier than sixty (60) days after the selection of the first mediator. The requirement for mediation shall terminate as to any dispute or potential dispute if a Party shall give to the other Party a notice stating that its position on the dispute or potential dispute is firm and the other Party does not respond with a request for mediation within three (3) days of its receipt of the notice. The foregoing notwithstanding, (a) compliance with this Section shall only be a prerequisite to the initiation of litigation or the giving

by a Party of optional notice of termination of this Agreement, and (b) this Section shall cease to apply to any dispute if a Party fails to nominate a mediator within ten (10) Business Days of being required to do so, or the two mediators fail to select the third mediator within ten (10) Business Days of being required to do so.

Section 11.6. ***Default by ACC***. The following will each constitute a default by ACC, as applicable: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of ninety (90) days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Owner; provided that in the event such breach or failure can be corrected but cannot be corrected within said ninety (90) day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said ninety (90) day period and is being diligently pursued.

Section 11.7. ***Remedies Against ACC***. Upon the occurrence and continuance of a default by ACC, as the case may be, hereunder, Owner may seek specific performance of this Agreement, and/or pursue any other remedies available at Law or in equity.

ARTICLE XII
MISCELLANEOUS

Section 12.1. ***Notices***. All notices, consents, approvals and other communications which may be or are required to be given by Owner, ACC (or ACC as and to the extent applicable) under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), or by email to the addresses below (provided that in the case of email, a copy of such notice is also delivered within 24 hours to the party by one of the other methods of delivery listed herein) with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:

If to Owner:

The Leaven Group, LLC
2300 Pete Dickens Rd.
Bogart, GA 30622
Attn: Brian Lu & Mark Jennings

McGuireWoods LLP
Promenade
1230 Peachtree Street NE Suite 2100
Atlanta, GA 30309
Attn: Kenneth M. Neighbors, Esq.

If to ACC:

Unified Government of Athens-Clarke County, GA
301 College Avenue, Suite 303
Athens, GA 30601
Blaine Williams, Manager

With a copy to:

Athens-Clarke County Attorney's Office
155 E. Washington Street
Athens, Georgia 30601
Attn: Judd T. Drake, Esq.

And with a copy to:

Seyfarth Shaw LLP
1075 Peachtree St, NE Ste 2500
Atlanta, GA 30309
Daniel M. McRae, Esq.

Each party may change its address by written notice in accordance with this Section (effective five (5) days after the delivery of written notice thereof). Any communication addressed and mailed in accordance with this Section will be deemed to be given when received, unless rejected or returned by the recipient, in which case when mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for, or actually received, by the party identified above.

Section 12.2. ***Amendments and Waivers***. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 12.3. ***Invalidity***. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 12.4. ***Successors and Assigns***. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Prior to Completion of any Phase of the Project, other than in connection with a Permitted Transfer, Owner may not assign this Agreement with respect to such Phase of the Project without the prior written consent of ACC, which consent may be withheld or conditioned in the reasonable discretion of ACC. Permitted Transfers do not require the prior written consent of ACC, regardless of the status of Completion of any Phase or of the overall Project. ACC agrees that in connection with such a Transfer of Phase of the Project upon compliance with the aforesaid requirements, and in connection with all Permitted Transfers

of a Phase of the Project, ACC will execute a partial release, in form and substance satisfactory to ACC, of Owner from liability under this Agreement with respect only to obligations, actions and liabilities which arise or accrue after the date of such Transfer or Permitted Transfer of a Phase of the Project and assumption and which are not caused by or arising out of any acts or events occurring or obligations arising prior to or simultaneously with such Transfer or Permitted Transfer of a Phase of the Project and assumption, or arising out of any misrepresentation by Owner or such transferee in connection with such transfer and assumption.

Section 12.5. ***Schedules and Exhibits; Titles of Articles and Sections***. The Schedules and exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 12.6. ***Applicable Law***. This Agreement is made under and will be construed in accordance with and governed by the Laws of the United States of America and the State. Any action, suit or proceeding to enforce any provision of, or based on any matter arising out of or in connection with this Agreement, shall be brought exclusively in the courts of the State of Georgia sitting within the borders of ACC or the U.S. District Court sitting in the Middle District of Georgia, provided, that any mediation pursuant to Section 11.5 hereof shall take place within the borders of ACC.

Section 12.7. ***Entire Agreement***. This Agreement, together with the Developer Responsibility Agreement, represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. Without limitation, the Owner Application is superseded by this Agreement and is not binding on any party.

Section 12.8. ***Approval by the Parties***. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that except as otherwise specified herein with respect to certain anticipated requests for consents or approvals, such approval or consent shall be within the sole discretion of the party from whom such approval or consent is requested, and, in addition, Owner acknowledges and agrees that any such changes, or requests for consents or approvals, shall be subject to such evaluation, review and analysis as ACC require in the discharge of their obligations under law, to the public and otherwise in accordance with the procedures of ACC.

Section 12.9. ***Additional Actions***. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 12.10. ***No Construction against Drafter***. This Agreement has been negotiated and jointly prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing any such provision shall not apply, and the Parties each hereby waive, the rule of construction that a document is to be construed more strictly against a Party because any such Party or its counsel participated in the drafting thereof.

Section 12.11. ***ACC Expenses and Consent***. Owner covenants and agrees to pay the reasonable actually incurred expenses (whether incurred before or after the Effective Date) of any counsel, agent or third party retained by ACC to review any documents or other items submitted by Owner from time to time for review and/or approval by ACC in accordance with the terms of this Agreement from and after the Effective Date that ACC determines, in its reasonable discretion, requires the use of outside legal counsel or third parties as opposed to the in-house legal counsel or employees of ACC. This Section is cumulative to any other payment responsibility of Owner, but without duplication of payments.

Section 12.12. ***Estoppel Certificates***. ACC hereby covenants that within a reasonable time not less than fifteen (15) days of the written request from Owner, any actual or prospective Project Finance Lender or any actual or prospective successor or assignee of Owner respecting ownership of the Project, it shall issue to such parties an estoppel certificate stating to its actual knowledge: (a) whether a Default with respect to Owner has occurred or whether ACC has issued any notice of an Event of Default under this Agreement to Owner, and if there is such a notice, specifying the nature thereof, (b) whether to ACC's knowledge this Agreement has been modified or amended in writing in any way (and if it has, then stating the nature thereof), and (c) such other matters regarding this Agreement and the Project as may be reasonably requested. Owner hereby covenants that within fifteen (15) days of the written request from ACC, it shall issue an estoppel certificate stating: (i) whether Owner has issued any notice of a breach or an Event of Default under this Agreement to ACC, and if there is such a notice, specifying the nature thereof, (ii) whether to Owner's knowledge this Agreement has been modified or amended in any way (and if it has, then stating the nature thereof), (iii) whether Completion of an applicable Phase of the Project has occurred, and (iv) such other matters regarding this Agreement and the Project as may be reasonably requested.

Section 12.13. ***Exculpation***. This Agreement is made by officers, members or other authorized representatives of the parties hereto, solely as officers, members or representatives of such parties and not in their individual capacities. No Affiliate of Owner, no direct or indirect trustee, director, officer, employee, beneficiary, member or agent of Owner, and no direct or indirect trustee, director, officer, employee, beneficiary, member or agent of any Affiliate of Owner shall be personally liable in any manner to any extent under, or in connection with, this Agreement or the obligations reflected therein.

Section 12.14. ***Broker's Commissions***. Except for brokers that shall be paid by Owner, Owner and ACC represent and warrant to each other that neither party has dealt with a broker, salesperson or finder with respect to this Agreement or the transactions contemplated herein, and that, except for commissions that shall be paid by Owner, no fee or brokerage commission will become due by reason of the transactions contemplated by this Agreement. The parties will

indemnify, defend and hold harmless each other from all costs, liabilities, expenses and reasonable attorney's fees arising out of the breach of this Section.

Section 12.15. ***PDF Signatures***. Signatures to this Agreement transmitted by telecopy, portable document format (PDF) or other electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own PDF'd or other form of then acceptable or reasonably similar electronic signature and shall accept the PDF'd or other form of then acceptable or reasonably similar electronic signature of the other party to this Agreement.

Section 12.16. ***Counterparts***. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties to this Agreement.

[No Further Text on this Page; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

OWNER:

THE LEAVEN GROUP LLC, a Georgia limited liability company

By:_____
Name: _____
Title: _____

ATTEST

By _____
Name:_____
Title:_____

[Signatures Continued on Following Page]

ACC:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, a political subdivision of the State of Georgia

By:_____
Name: _____
Title: _____

Approved as to form:

By:_____

Name:_____

Title:_____

ATTEST

By _____
Name:_____
Title:_____

SCHEDULE K

LEGAL DESCRIPTION OF SITE

SCHEDULE L-1

MASTER SITE PLAN

SCHEDULE L-2

MASTER TREE MANAGEMENT PLAN

SCHEDULE L-3

PHASING AND PEDESTRIAN CIRCULATION PLAN

SCHEDULE L-4

CONCEPT PLAN

SCHEDULE P

PERFORMANCE COMMITMENTS

Owner agrees to and shall perform the following commitments; *i.e.*, the Performance Commitments:

1. Affordable Housing.

(a) Owner shall set aside and reserve ten percent (10%) of the total multifamily residential units located in the Project as affordable housing units consistent with the terms set forth herein, for Income Eligible Residents earning in the aggregate no more than sixty percent (60%) of AMI. The published income limits will be adjusted by household size. The income limits will be adjusted annually according to the HUD published limits. To that end, no fewer than the number of multifamily units in the Project set forth in the table below shall, pursuant to the terms and conditions of a Land Use Restriction Agreement (i.e., the "**LURA**") in substantially the form attached hereto as "Attachment 1" to this Schedule P and incorporated herein by reference. Capitalized terms used but not defined in this Schedule but which are defined in the LURA shall have the same meaning herein as therein. Each Phase of the Project shall have no few than the number of Affordable Housing Units allocated to it in in the table below. The table is as follows:

PHASES	AFFORDABLE HOUSING UNITS ALLOCATED TO PHASE
PHASE 1	446
PHASE 2	300
PHASE 3	240
986	PRO FORMA TOTAL MULTIFAMILY UNITS IN THE PROJECT
10% 99	TOTAL AFFORDABLE UNITS

(b) Each such Affordable Unit in a Phase will be made available for a period of time not less than twenty (20) years following the date on which the last multifamily building of a Phase receives a

permanent certificate of occupancy (each, an "**Affordable Housing Compliance Period**"), to Income Eligible Residents as defined in the LURA. Such requirements shall be referred to with respect to each Phase as the "**Affordable Housing Requirements**." The foregoing Affordable Housing Requirements will be set forth in the LURA in such form as is consistent with the then applicable practices of ACC for similar affordable housing transactions, provided that such form does not alter the Affordable Housing Requirements set forth in this Agreement, permits transferability and release consistent with Section 12.4 hereof, and does not increase the obligations of Owner, its successors and assigns. The current form of LURA is attached "Attachment 1" to this Schedule P. Upon approval of a subsequent form of LURA by ACC and review and approval by the Owner consistent with the foregoing, the subsequent form of the LURA may be affixed hereto as "Attachment 1" to this Schedule P without further amendment to this Agreement. The LURA shall be recorded in the Athens-Clarke County land records in customary fashion upon the submission of the initial and Requisition and shall be recorded only against the applicable parcel on which such units are constructed.

(c) The Affordable Housing Requirements are part of this Agreement, and the failure by Owner to comply with same shall be an Event of Default under this Agreement. The Affordable Housing Requirements shall terminate with respect to each such Phase of the Project, respectively, upon conclusion of the Affordable Housing Compliance Period for such Phase as set forth in the applicable LURA.

(d) For purposes of compliance with O.C.G.A. §44-5-60, the parties understand and agree that no LURA will have a period greater than 20 years, but that this Agreement shall automatically terminate upon the expiration of a LURA if simultaneously therewith Owner does not enter into a new, replacement LURA that extends for the lesser of 20 years or the period necessary that the 20 year Affordability Housing Requirements are satisfied on a cumulative basis.

Attachment 1

LURA

----------SPACE ABOVE THIS LINE FOR RECORDER'S USE----------

This instrument was prepared by and after recording please return to:

Unified Government of Athens-Clarke County, Georgia
Attn: Judd T. Drake
County Attorney
155 E. Washington Street
Athens, Georgia 30601

LAND USE RESTRICTION AGREEMENT

by and between

The Unified Government of Athens-Clarke County, Georgia,

and

[Insert Company Name]

Relating to:

the Georgia Mall Redevelopment Project

Dated as of _____, 20__

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (as amended, modified or supplemented from time to time, the "**LURA**") is made and entered into as of _____, 20__ (the "**Effective Date**"), by and between the **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**ACC**"), and [**INSERT COMPANY NAME]**, a _____ company (the "**Owner**", such term including its successors, assigns and transferees of the below-defined Property).

RECITALS

A. ACC adopted a Resolution on November 10, 2020 (the "**TAD Resolution**"), following a public hearing as required by law, by which the governing body of ACC approved the Mall Area Redevelopment Plan (as and now or hereafter amended, the "**Redevelopment Plan**") and created "Tax Allocation District Number 1-Unified Government of Athens-Clarke County, Georgia," as more fully identified in the Redevelopment Plan (the "**TAD**").

B. The Owner owns or is acquiring the land which is described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

C. The Property is located within the TAD. On the Property, Owner has constructed or is constructing a mixed-use development (the "**Project**"), as further described in the below-defined Community Benefits Agreement between Owner and ACC.

D. The Project consists of the three (3) "Phases" described in the Community Benefits Agreement between Owner and ACC (each a "**Phase**," and collectively, the "**Phases**"). A Phase reference may include a number to indicate the Phase's place in the sequence of Phases; *e.g.,* Phase I, Phase II or Phase III.

E. It is an underlying policy of the Redevelopment Plan that, in the event that private sector capital projects receive "**TAD Funds**" (as defined in the Redevelopment Plan), there shall be a development agreement or funding agreement (a "**Community Benefits Agreement**", or "**Agreement**") that accompanies such project that contains certain community benefit principles.

F. The within-named Owner has requested TAD Funding for the Project and is entering or has entered into a related Community Benefits Agreement that requires Owner to provide Affordable Housing Units (defined below) to implement one of its community benefit principles.

G. The purpose of this LURA is to secure such Affordable Housing Units by imposing the Affordability Requirements (defined below) as a covenant running with the land as provided herein.

H. ACC and Owner have signed that certain Community Benefits Agreement dated _____ regarding the Property.

AGREEMENTS

NOW, THEREFORE, it is hereby agreed by Owner as follows:

1. Definitions. As used in this LURA, the terms below shall have the following meanings:

"**Actively Marketed**" means that Owner will use commercially reasonably efforts to locate and place Income Eligible Residents in available Inclusionary Housing Units.

"**Affordability Period**" means, as to each Phase, a period beginning on the date that a permanent certificate of occupancy is issued for the last multifamily building of each such Phase and expiring on the twentieth (20th) anniversary thereof.

"**Affordability Requirements**" with respect to each Phase, means the requirements set forth in Section 3, below.

"**Inclusionary Housing Unit**" means a Residential Rental Dwelling Unit at the Property that complies with the Affordability Requirements.

"**AMI**" means, from time to time, the Median Family Income as calculated and published annually by the U.S. Department of Housing and Urban Development ("**HUD**") for the Athens-Clarke County, GA MSA, as most recently reported in the Multifamily Tax Subsidy Project Income Limits Summary.

"**Income Eligible Resident**" means the person or persons occupying an Inclusionary Housing Unit earning in the aggregate no more than sixty percent (60%) of AMI. The published income limits will be adjusted by household size. The income limits will be adjusted annually according to the HUD published limits. A household occupying an Inclusionary Housing Unit cannot be comprised of all full-time students. A student who is a full-time student for three (3) months out of the current calendar year is considered a full-time student for the entire calendar year.

"**Residential Rental Dwelling Unit**" means a single residential dwelling unit which is part of the Project and offered for rental, provided that the following shall not constitute a Residential Rental Dwelling Unit: (i) rooms or units that are restricted for use or occupancy by students, faculty or staff at a college, university or other nonprofit education-related entity, (ii) rooms or units in a hotel or motel and (iii) units or rooms in a hospital, nursing home, assisted living facility or other health-care facility.

1. Inclusionary Housing Units. Each Phase of the Project shall have no fewer than the number of Inclusionary Housing Units allocated to it as provided in Schedule P of the Community Benefits Agreement between Owner and ACC. For the purposes of this Agreement, the term "Affordable Housing Unit(s)" as used in Schedule P shall mean and include "Inclusionary Housing Units."

2. Affordability Requirements. All requirements of this Section 2 shall apply for the entirety of the Affordability Period for each Phase. Owner agrees to the following:

a. The Residential Rental Dwelling Units shall be Actively Marketed for lease to Income Eligible Residents. The income limits and rent limits will be adjusted annually according to the HUD published limits.

b. The Inclusionary Housing Units shall be similar in construction and appearance (*e.g.*, square footage, type of appliances, materials used for countertops, flooring, etc.) to the market rate units of the Project and shall be interspersed throughout the Project.

3. <u>Verification of Income Eligible Residents</u>.

1) The income of all tenants who occupy or will occupy the Inclusionary Housing Units on the Property shall be verified through an income certification. Each certification shall be dated not later than the date of execution of the lease and recertified annually thereafter at the time of renewal of the lease. Owner will be responsible for obtaining the certifications and shall submit photocopies of all income certifications to ACC not later than fifteen (15) days prior to tenant's initial occupancy of an Inclusionary Unit on the Property. ACC shall respond to a submission from Owner within five (5) days of receipt thereof. ACC has the authority to request any and all additional documentation it deems reasonably necessary to verify the information provided by Owner, and Owner shall respond to any such request to the best of its ability.

2) Owner shall provide to ACC on an annual basis, thirty (30) days prior to the resigning of the lease, detailed information regarding the income eligible residents of the Inclusionary Housing Units, including, but not limited to: unit number, tenant name, lease effective date, lease expiration date, household size, annual household income, and rent charged. ACC shall respond to a submission from Owner within five (5) days of receipt thereof. ACC has the authority to request any and all additional documentation it deems reasonably necessary to verify the information provided by Owner, and Owner shall respond to any such request to the best of its ability.

3) During the Affordability Period, Owner shall maintain complete and accurate records pertaining to the Inclusionary Housing Units, including without limitation, income certifications. Owner shall keep records as set forth in this Section 3 for a five-year period, which period shall begin on the date Owner receives the applicable record. Upon reasonable notice and at reasonable times, Owner will permit ACC to inspect the books and records of Owner pertaining to the income certifications of Income Eligible Residents for the purpose of verifying compliance by Owner hereunder; provided, however, that ACC shall only be entitled to exercise such inspection right one (1) time in any six (6) month period unless there is an ongoing event of default by Owner hereunder in which case such limitation shall not apply so long as the event of default continues is in existence.

4) During the Affordability Period, Owner shall provide income recertification information as an addendum to each new or renewed lease with an Income eligible resident.

4. Compliance with Affordability Requirements.

An Inclusionary Housing Unit that is occupied by an Income Eligible Resident in compliance with Section 3 hereof at initial occupancy shall not be deemed in compliance with Section 3 hereof if as of the most recent income certification, the household's income exceeds one hundred percent (100%) of AMI (the "**Recertification Limit**); provided, however, that, notwithstanding the foregoing, such Income Eligible Resident shall be deemed to be in compliance with Section 3 hereof even if the household's income exceeds the Recertification Limit so long as (x) the applicable rent does not exceed the 100% AMI rent, (y) such Income Eligible Resident remains in their unit in compliance with the Fair Housing Act and (z) such Income Eligible Resident may elect to renew their lease for up to one (1) additional year after the expiration of the then-current lease term. In addition, Owner may avoid non-compliance (on the basis of an existing Income Eligible Resident exceeding the Recertification Limit) if the next available Residential Rental Dwelling Unit of comparable size not counted as occupied by an Income Eligible Resident is rented to an Income Eligible Resident or if the resident moves to a market-rate unit within sixty (60) days of such event.

5. Maintenance of Property Standards.

During the Affordability Period, Owner shall maintain the Project and the improvements thereon in compliance with all applicable laws and maintain the Affordable Housing Units in reasonably good, habitable condition; provided, that a casualty or condemnation event shall not be deemed a violation of such covenant. Owner must maintain the Inclusionary Housing Units to the same standard as any market-rate units in the Development (for example, cannot respond to maintenance requests for Inclusionary Housing Units more slowly than the owner or manager of such market-rate units responds to maintenance requests for market-rate units).

6. Sale, Lease or Transfer of Property.

a. Owner expressly acknowledges and agrees that a sale, lease, exchange, assignment, or other transfer of all or any portion of the Project ("**Disposition**") shall not relieve Owner or any subsequent transferee of its obligations under this LURA. Owner shall include by incorporation by reference or verbatim the requirements and restrictions contained in this LURA in any deed or other conveyance documents with respect to a Disposition and shall obtain the express agreement from any transferee to assume in writing all duties and obligations of Owner under this LURA. If the proposed transferee with respect to a Disposition of all (but not a part of the Project) has agreed to perform the obligations of Owner under this LURA pursuant to an assumption agreement approved by ACC in accordance with the terms and conditions hereof (such approval not to be unreasonably conditioned, withheld or delayed), Owner shall be released

from its obligations hereunder, and ACC shall upon request, execute a release by recordable written instrument effecting such release.

b. The restrictions contained in the foregoing provisions of this Section 6 shall not be applicable to the following: (i) grants of any and all easements and/or utility and other service related leases, including without limitation, laundry service leases or television cable easements, over portions of the Property, provided the same are granted in the ordinary course of business in connection with the development and operation of the Property, (ii) leases of Residential Dwelling Units to Income Eligible Residents or to other tenants of Residential Dwelling Units, (iii) any sale or conveyance to a condemning governmental authority as a direct result of a condemnation or a governmental taking or a threat thereof, and (iv) those certain declarations of restrictions, easements and covenants that will benefit and encumber the Property, to be recorded in connection with Owner's acquisition of the Property, provided, that the same have first been reviewed by ACC and deemed by it to be satisfactory for purposes of this LURA.

7. <u>Modification and Default</u>.

a. Owner may, from time to time, request modifications to the terms of this LURA upon written notice to ACC, which notice shall describe the requested modification in reasonable detail and include a draft of an appropriate amendment to this LURA and such other information that Owner believes is reasonably necessary for ACC to review and approve the requested modification. ACC shall not be under any obligation to approve any such modification.

b. Upon a violation of any provision, covenant, condition, or obligation of this LURA by Owner (an "**Owner Breach**"), ACC shall have the right to give written notice thereof to Owner. Owner shall have one hundred and twenty (120) days after the date the first such notice is given to cure the Owner Breach (or such longer period as may be reasonably required to cure the Owner Breach so long as Owner is using commercially reasonable efforts to diligently cure the same).

c. If an Owner Breach is not cured to the reasonable satisfaction of ACC, ACC shall be entitled to apply to any court, state or federal, for specific performance of this LURA or for an injunction against any violation of this LURA, since the injury to the ACC and the public would be irreparable and the amount of damage would be difficult to ascertain, and in each case, the entity initiating such legal action shall also be entitled to recover reasonable attorneys' fees and costs actually incurred. This provision is in addition to and not in lieu of any rights or remedies otherwise available to ACC under the Agreement or the law.

8. **Covenants Run with the Land and the Real Property.** ACC and Owner hereby declare their express intent that the covenants, reservations, and restrictions set forth herein shall be deemed covenants running with the land, shall run with the Property, and shall pass to and be binding upon Owner and its successors in title and Owner's successors and assigns. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth in such contract, deed, or other instrument.

9. **Severability.** The invalidity of any clause, part or provision of this LURA shall not affect the validity of the remaining portions thereof.

10. **Governing Law.** This LURA shall be governed exclusively by and construed in accordance with the applicable laws of the State of Georgia.

11. **Amendment.** This LURA shall not be amended except by a writing duly executed by ACC and Owner. Notwithstanding the foregoing, ACC shall be entitled to waive the requirements of this LURA running to its benefit or terminate this LURA, in either case, without the consent of Owner.

12. **No Individual Liability.** No covenant or agreement contained in this LURA shall be deemed to be the covenant or agreement of any official, employee, representative or agent of ACC, or any officer, member or limited partner of Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution hereof. The terms of this LURA do not impose any liability on ACC.

13. **Notices**. All notices, demands or acknowledgements permitted or required by this LURA shall be sent by first-class, certified, or registered mail, postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission to ACC or Owner at the addresses set forth below, or to such other place as any such entity may from time to time designate in writing.

If to Owner, to:

Name:_____
Address:_____
Attn: _____

If to ACC, to:

Andrew Saunders, Interim Director
Housing and Community Development Department
375 Satula Avenue
Athens, GA 30601
(706) 613-3155
Fax (706) 613-3158

With a copy to:

Blaine Williams, Manager
Unified Government of Athens-Clarke County, GA
301 College Avenue, Suite 303
Athens, GA 30601

With a copy to:

Athens-Clarke County Attorney's Office
155 E. Washington Street
Athens, Georgia 30601
Attn: Judd T. Drake, Esq.

IN WITNESS WHEREOF, Owner has executed this LURA under seal on the date first above written:

Signed, sealed, and delivered in the Presence of:

OWNER:

_____

_____
Unofficial Witness

By: _____

_____
Notary Public

Title:_____

My Commission Expires:_____

Signature: _____

(Notarial Seal)

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

_____
Kelly Girtz, Mayor

Attest: _____
Gloria J. Spratlin, Clerk of Commission

SCHEDULE P

PERFORMANCE COMMITMENTS

CONTINUED

2. Economic Development Partnership Opportunities.
   (a) Owner will convert a significant portion of the remaining, second floor of the mall (approximately 81,000 square feet) into loft office-type space, 14,490 square feet of which shall be reserved as affordable commercial space for small, minority, and women-owned businesses (S/M/WBEs) for a period of three (3) years after a certificate of occupancy (CO) is issued for such space to ensure S/M/WBE participation in the resurgence of the mall and the surrounding area. If occupied by an S/M/WBE, rent shall be charged on a per square foot basis commensurate with that certain Shopping Center Lease, dated as of May 24, 2002, between ACC, acting through its Department of Police Services, and KDI Athens Mall, LLC, a Georgia limited liability company, successor to Georgia Square Partnership, a Georgia limited partnership, as amended by that certain First Amendment of Lease, dated November 23, 2015 and that certain Second Amendment of Lease, dated September 20, 2022 (collectively, the "Police and Wellness Center Lease"). If at any time after leasing, any such space is vacated and cannot be reasonably leased to a S/M/WBE within 12 months, then such space may be leased to a market rate tenant. Such office component is a part of Phase 1A and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A.
   (b) The Board of Education shall be a third party beneficiary of Owner's obligations under this paragraph with the right to enforce the same directly against Owner.

3. CCSD and Youth Development.
   (a) Owner will build out and create 6,100 square feet of newly renovated mall space, which will be leased to the Boys and Girls Club of Athens to kick start their Youth Force initiative at no cost; provided that if the Boys and Girls Club of Athens does not occupy such space, Owner shall promptly notify and provide Athens Community Career Academy (ACCA) a first right of refusal, and CCSD a second right of refusal to enter into a lease for such space, which first right of refusal shall remain available for exercise by ACCA for no more than 45 (forty-five) days after the date of receipt of the related notice and which second right of refusal shall remain available for exercise by CCSD for no more than 45 (forty-five) days after the date of receipt of the related notice. Such lease shall be coterminous with the remaining Term unless otherwise approved by ACC. In connection therewith, Owner will work on an educational partnership with CCSD to identify students to participate in the programming at this facility. For the avoidance of doubt, CCSD shall not be responsible for any obligations of the Boys and Girls Club or ACCA, as applicable. Such leased space is a part of Phase 1A and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A.
   (b) As part of this educational partnership with CCSD, Owner will make greenspace on the Site available to CCSD, subject to customary scheduling and notice requirements, for enhanced programming correlated to CCSD's arts and music departments, including, without limitation, programming which showcases the visual arts, the performing arts (e.g., plays and dance), jazz and concert band performances through the complimentary use of

the performing arts stage located in the central park located on the Site. Such greenspace is a part of Phase 1A's Horizontal Infrastructure and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A.

(c) Owner will also encourage its contractors and subcontractors to grant internships to CCSD students.

(d) Owner will provide 4,000 square feet of existing mall space for use as a daycare, Montessori school, early education, pre-school or other education programming, or after school facility that benefits ACC school children, at the discretion of CCSD (the "Education Center"). Such Education Center is a part of Phase 1A and its construction shall start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for Phase 1A. The Education Center will be leased to an operator of the Education Center for the Term at a base rental of $100/year, provided, however, that if no qualified operator has entered into a lease within 5 years, this commitment lapses and the space goes back to the Owner. Similarly, the space goes back to the Owner if at any time the space ceases to be used as an Education Center for a period of one year or more. Owner will make commercially reasonable efforts to assist the operator in complying with applicable licensing and permitting requirements and pay the cost of buildout in the space up to $50 per square foot; provided that the operator will be responsible for any costs over and above that amount. The operator will also be required to (i) comply with, as applicable, Rule 290-2-2-.12 of the Rules and Regulations of the State of Georgia or any successor rule and all other laws and regulations governing the operation of such facility and (ii) pay a customary share of common area maintenance (CAM), taxes, charges and assessments, utilities, and other common area expenses, the same as other tenants. The immediately preceding clause (i) shall also apply to Owner insofar as the space leased is concerned.

(e) The Board of Education shall be a third party beneficiary of Owner's obligations under this paragraph with the right to enforce the same directly against Owner.

4. Public Infrastructure.

(a) As part of the Project and as required by this Community Benefits Agreement, Owner will provide the following public infrastructure:

1) Bike and Pedestrian Facilities and Paths: 12 ft wide multi-use path around the property and also connecting to neighboring parcels. A total of 7,818 linear feet of paths will be constructed. Bike storage and repair facilities will be included.

2) Parks and Greenspace: There will be a 19.57-acre reduction of impervious surfaces.

3) Intersection Improvements: 3 traffic circles, pedestrian crosswalks, urban street grid/intersections.

4) Stormwater Remediation and Facilities: Storm facilities to bring the current site to code and which will help alleviate some downstream flooding and water quality issues. Detention facilities are designed to be aesthetically pleasing and incorporated into the common areas.

5) Common Areas and Public Spaces: Central gathering courtyard and enhanced pedestrian experiences at retail storefronts.

6) Paving and curb/gutter for the new street grid and road layout.

7) Landscape/Sitework/Utility: Installation of 1,024 trees that are 2" caliper or greater.

8) Reforestation of 24,500 sf of green space. Utility services and network brought up to current requirements.

9) Publicly Dedicated Property: Owner will convey to the public, pursuant to this Agreement and without cost, by means of licenses and/or public easements in favor of ACC, an interest in all of the Project's horizontal improvements, such as roads, stormwater system, traffic circles, park/greenspace and a multi-use trail (such interest, the "**Publicly Dedicated Property**), and will assume and pay all costs of operating and maintaining such horizontal improvements. Such licenses and/or public easements shall be in form and substance reasonably satisfactory to ACC and shall require Owner to pay its customary share of common area maintenance (CAM) and comply with all applicable laws and regulations and association rules, regulations, maintenance and other requirements.

The public infrastructure referred to in clauses (1)-(8), above is part of the Horizontal Infrastructure for the respective Phases, and the construction thereof shall respectively start and shall be completed, subject to Force Majeure, according to the Project Construction Schedule for the respective Phases.

5. Equal Business Opportunity Programs

(a) Owner will use best efforts to afford minority and female business enterprises ("MFBE" or "MFBEs") the opportunity to participate in each Phase of business opportunities that relate to the acquisition, design and construction of the Project, including hosting a pre-construction job opportunity fair, soliciting MFBE bid participation and advertising in the local newspaper of general circulation, conduct promotional campaign to alert the area of the job opportunities, planning hiring fairs and interview days, and ensuring that all bids are accepted and considered, provided that bid selections shall be based on qualifications and comparative pricing. "Best efforts" shall mean that Owner will consider all competitive proposals, sub-bids, and quotations received from MFBEs. When a contract or subcontract is not awarded to an MFBE submitting the most competitive bid, Owner must document the reason(s) the award was not made and substantiate that documentation in writing. If Owner terminates an agreement and/or subcontract with an MFBE, Owner will be required to adhere to these provisions in the selection of the replacement for that MFBE. Owner shall not discriminate on the basis of race, color, national origin, or sex when soliciting bids for the acquisition, design and construction of the Project. The Board of Education shall be a third party beneficiary of Owner's obligations under this paragraph with the right to enforce the same directly against Owner.

(b) Owner will develop and implement (i) a workforce training and recruitment program designed to provide MFBEs with an opportunity to meaningfully participate in construction opportunities created by the Project, and (ii) an internship program in partnership with the Athens Community Career Academy (ACCA) focused primarily on providing employment opportunities for graduating CCSD students and recent CCSD graduates.

6. West Precinct Police Station and Wellness Center. Owner shall provide ACC with an option to extend the Police and Wellness Center Lease for a term of up to twenty-five (25) years, at the same rental rate being paid on the Dated Date of the Community Benefits Agreement.

7. Publicly Dedicated Property.

On or prior to the Effective Date, Owner hereby covenants and agrees that it shall develop and record in the real property records for the Clerk of Superior Court of Athens-Clarke County a "**Maintenance Plan**" for all Publicly Dedicated Property that has been reviewed and approved by ACC which shall contain the following provisions.

(a) The Maintenance Plan shall describe the specific maintenance practices to be performed for all of the Project's Publicly Dedicated Property, including all horizontal improvements, such as roads, stormwater system, traffic circles, park/greenspace and a multi-use trail, related to Owner's having agreed above to assume and pay all costs of operating and maintaining such horizontal improvements.

(b) The Maintenance Plan shall include a schedule for implementation of these operational and maintenance practices. The Maintenance Plan shall indicate that the Publicly Dedicated Property shall be inspected by a qualified professional, to be retained by Owner at its sole expense, at least annually to ensure that it is being operated and maintained properly. The Maintenance Plan shall specify the name, mailing address and phone number of the party responsible for the fulfillment of the Maintenance Plan and describe the mechanism by which the funding for the performance of this maintenance shall be secured.

(c) Owner shall construct and perpetually operate and maintain, at its sole expense, the Publicly Dedicated Property in strict accordance with the Maintenance Plan approved by ACC.

(d) Owner shall, at its sole expense, make such changes or modifications to the Maintenance Plan, subject to the approval of ACC which shall not be unreasonably withheld, as determined necessary to ensure that the Publicly Dedicated Property is properly maintained and continues to operate as designed and approved.

(e) ACC, its agents, employees and contractors, shall have the right of entry for the period provided in (j), below, to inspect, monitor, maintain, repair and reconstruct the Publicly Dedicated Property as provided herein.

(f) Owner agrees that, (A) should it fail to correct any defects in the Publicly Dedicated Property within ninety (90) days from the issuance of written notice subject to, (i) an automatic extension of up to one hundred and eighty (180) additional days, as and to the extent the Owner is diligently pursuing any such corrections, and (ii) to Force Majeure (as defined herein), or (B) should it fail to maintain the Publicly Dedicated Property in accordance with the Maintenance Plan and with the applicable law or, (C) in the event of an emergency as determined by ACC in its reasonable discretion, ACC or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as ACC or its designee deems necessary. ACC or its designee shall then recover from the Owner any and all costs ACC expends to maintain or repair the Publicly Dedicated Property

or to correct any operational deficiencies. Failure to pay ACC or its designee all of its expended costs, after ninety (90) days written notice, shall constitute a breach of the Maintenance Plan and a Default under this Agreement. ACC or its designee shall thereafter be entitled to bring an action against the Owner to pay, or foreclose upon the lien hereby authorized by this Agreement against the Owner's interest in the subject property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.

(g) Owner shall not obligate ACC to maintain or repair any Publicly Dedicated Property, and ACC shall not be liable to any person for the condition or operation of any Publicly Dedicated Property.

(h) Owner shall not in any way diminish, limit, or restrict the right of ACC to enforce any of its ordinances as authorized by law.

(i) Owner shall indemnify, save harmless and defend ACC or its designee from and against any and all Losses, including, without limitation, claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to the Maintenance Agreement against ACC or its designees, that are alleged or proven to result or arise from the Owner's construction, operation, or maintenance of the Publicly Dedicated Property that is the subject of the Maintenance Agreement, provided, however, that Owner shall have no obligation to indemnify or hold any Indemnified Person harmless for, from and against any Loss where such Loss results directly from the wrongful or grossly negligent act or willful misconduct of such Indemnified Person

(j) The covenants contained in the Maintenance Agreement shall run with the land for as long as the Community Benefits Agreement is in effect and the Owner further agrees that whenever the Project or any part thereof shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of the Maintenance Agreement, which shall apply to, bind and be obligatory upon the Owner hereto, its heirs, successors and assigns and shall bind all present and subsequent owners of the property served by the Publicly Dedicated Property. Upon the sale and conveyance by the owner of the Property (or any portion thereof) of its entire interest therein, such owner shall automatically be deemed to be released of all future obligations thereafter arising under the Maintenance Agreement; and as to any future owner of the Project, or any portion thereof, such future owner shall automatically be subject and bound by the terms and provisions of the Maintenance Agreement upon its acquisition of fee simple title to the Project (or portion thereof) in the same manner as the owner of the Project is bound under the Maintenance Agreement as of its effective date.

(k) Owner shall promptly notify ACC when the Owner legally transfers any of the Owner's responsibilities for the Publicly Dedicated Property. The Owner shall supply ACC with a copy of any document of transfer, executed by both parties.

(l) The provisions of the Maintenance Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional or otherwise invalid, or the applicability thereof to the Owner is held invalid, the remainder of the Maintenance Agreement shall not be affected thereby.

(m) The Maintenance Agreement shall be recorded in the real property records for the Clerk of Superior Court of Athens-Clarke County at the Owner's expense.

(n) In the event that ACC shall determine in its sole discretion at any future time that the Maintenance Agreement is no longer required, then ACC shall at the request of the Owner execute a release of the Maintenance Agreement which the Owner shall record at its expense.

SCHEDULE 5.1

OTHER COMMITMENTS

Stormwater Management:

The Project shall comply with all federal, state and local requirements related to stormwater management, including, but not limited to those contained in the ACC Code, associated with the area of disturbance for each Phase.

SCHEDULE 6.1

PHASES AND PD ZONING

1. Anything in this Schedule 6.1 or elsewhere in this Agreement to the contrary notwithstanding:

   (a) The Master Site Plan, the Concept Plan, and the application report of the PD Zoning (including, without limitation, the Zoning Enhancements) (as on file on the Effective Date with ACC) for the Project (collectively, the "**Zoning Requirements**"), as in effect on the Effective Date, are all binding on Owner. No provision of this Agreement, purports to, or shall be effective to, change any of the Zoning Requirements, vary from any of the Zoning Requirements, grant a waiver with respect to any of the Zoning Requirements, or bind ACC with respect to, any such change, variance or waiver with respect to the Zoning Requirements.

   (b) No modification (each, a "**Zoning Modification**"), whether or not constituting a Material Modification, of the Zoning Requirements may be made without prior approval of ACC's Mayor and Commission in accordance with Applicable Law, including, without limitation, ACC's zoning ordinances. For the avoidance of doubt, the term Zoning Modification includes, but is in no way limited to, any modification that would:

      (i) adversely affect any of the Performance Commitments to the extent that such change is encompassed by PD Zoning, including, without limitation, as to the sequence of performance of any Performance Commitment as required pursuant to Schedule P hereto, provided, that Owner shall not request any Zoning Modification that would adversely affect any such Performance Commitment; or

      (ii) change the requirements of the Project Construction Schedule of the Phase Table, below, regarding completion of Building 1 and Building 4 or the commencement of construction of all of the components of Phase 1; or

      (iii) vary the sequence of construction of the Phases from the sequence specified in the Zoning Requirements; or

      (iv) change the Master Site Plan or the Concept Plan.

   (c) Owner may request ACC in accordance with Applicable Law to grant a Zoning Modification, except as prohibited in clause (i), above.

(d) If Owner obtains ACC approval of a Zoning Modification in accordance with the foregoing, then the Parties shall enter into a written amendment of this Agreement (each, a "**Zoning Modification Amendment**") to conform this Agreement to the approved Zoning Modification. For the avoidance of doubt, a Zoning Modification Agreement requires prior approval of ACC's Mayor and Commission, acting in accordance with Applicable Law, including, without limitation, the Charter of the Unified Government of Athens-Clarke County, Georgia.

(e) The Transit Station Redevelopment Project is not part of the Project, is not subject to PD Zoning, and is not subject to provisions of this Agreement that are based on or which refer to PD Zoning.

(f) It shall be a condition to the effectiveness of this Agreement that PD Zoning be in effect at all times during the Term.

2. For the avoidance of doubt, and anything in this Schedule or elsewhere in this Agreement to the contrary notwithstanding:

(a) Owner may not initiate construction of Phase 2 or Phase 3 (including, without limitation, anything identified on the Concept Plan as "Phase 2 or "Phase 3") unless, (1) Owner has first completed the construction of all Horizontal Infrastructure (defined below) for Phase 1A and has obtained a permanent Certificate of Occupancy for Building 1 and Building 4, and (2) all other Buildings and other components of Phase 1 are under construction, including, without limitation, Building 2, Building 3, Building 6 and a portion of Phase 1A's Townhomes. As used in this Agreement, "**Horizontal Infrastructure**" means (in addition to hardscape roads, utilities, and stormwater improvements) all sidewalks, landscaping and other amenities that are shown on the Concept Plan or shown or required by any other component of the Zoning Requirements. Without limitation, if a Phase includes townhomes, then its Horizontal Infrastructure includes the alleys serving the townhomes, regardless of whether or not the townhomes are then being constructed.

(b) Owner may initiate construction of Phase 1A and Phase 1B simultaneously.

3. The provisions set forth in the following table (the "**Phase Table**") are requirements with which Owner shall comply:

		PHASE TABLE	
Phase	Project Construction Schedule		Additional Provisions that are Applicable
Phase 1A	Start	Finish	
Horizontal/Infrastucture	4/30/2024	6/1/2027	May begin as soon as demo or LDP permits are available for any portion of Horizontal Infrastructure
Phase 1A Buildings	Start	Finish	
Building 1 - Remaining Mall	6/1/2025	6/1/2027	Buildings in Phase 1A may obtain CO prior to completion of phase 1A Horizontal Infrastructure if Horizontal Infrastructure is not required for the Building trying to obtain CO. Phase 1A Horizontal Infrastructure must be complete prior to the final Building CO issuance in Phase 1A.
Building 2 - Retail	6/1/2025	6/1/2028	
Building 3 - Senior	6/1/2025	6/1/2027	
Building 4 - Multi / Retail	6/1/2025	6/1/2027	
Building 6 - Retail	6/1/2025	6/1/2027	
Townhomes	6/1/2025	6/1/2028	
Phase 1B	Start	Finish	
Horizontal Infrastructure	6/1/2027	6/1/2028	
Phase 2	Start	Finish	
Building 7 Multi / Retail	6/1/2027	6/1/2029	
Townhomes	7/1/2027	6/1/2031	
Phase 2 or 3	Start	Finish	
Building 5	6/1/2027	6/1/2031	
Outparcels	6/1/2027	6/1/2030	

SCHEDULE 6.6

TRANSIT STATION REDEVELOPMENT PROJECT

1. Management of the channel protection volume to be provided by the Owner. All water quality requirements for the transit facility to be provided on the transit facility site and are the responsibility of ACC for construction. Transit facility will be responsible for providing connections from the facility edge pf the site at locations determined by the Owner;
2. All utilities will be brought to the edge of the Site with the taps and valves for potable and sprinkler connections being done by the Owner. All meters and fees and utilities shall be constructed and paid for by ACC, but solely out of Withdrawals related to the Transit Station Redevelopment Project;
3. Fiber optic cabling and underground power would be brought to the site by Owner;
4. Sanitary sewer manhole, for facility connection, at adequate depth and size at site perimeter by the Owner;
5. Perimeter fire lines & hydrants would be brought by Owner.
6. Owner is to provide the sidewalks and/or trails to the facility (including access from lower Belk's lot);
7. Owner to allow overflow parking from the transfer facility at surrounding parking as needed, subject in all respects to Belk's parking restrictions;
8. Bus Stops within the Project (but located outside of the boundaries of the Transit Station Redevelopment Project) will be designed and constructed to Athens Transit standard for Bus Stop/Bus Stop Shelter improvements, and shall be constructed, financed and maintained by the Owner;
9. Site concrete for Bus Stops/Bus Stop Shelters would be constructed and financed for ACC by the Owner, subject to Athens Transit standards for the Bus Stops/Bus Stop Shelters;
10. All landscaping and irrigation shall be constructed by ACC;
11. Signage would be paid for by ACC, subject to ACC standards;

12. All paving and traffic control within the development is by Owner, except for the paving within the site boundary for the transfer facility;

13. Any provision hereof to the contrary notwithstanding, in the event that the Owner does not bring sanitary and storm sewer lines, with a connecting manhole to the side of the road that the Phases will be located, and/or that power, fiber, water, and other utilities are not all be on side of the road where the Phases will be located, then the $6.7 million figure in Section 6.6(f) will be equitably increased to cover the resulting increased costs to ACC; and

14. ACC shall not be a party to any property owner's association and the Ground Lease shall be free and clear of any covenants pertaining to common area management fees, assessments, architectural review and control, and the like, as well as other liens and encumbrances (except as permitted by Section 6.6(e)(i) hereof in the case of a pledge of the land by Owner to its lender that is subject to a satisfactory subordination, non-disturbance and attornment agreement in favor of ACC). Further, it is understood and agreed that Owner shall be responsible for and shall pay all *ad valorem* property taxes and special assessments with respect to the land subject to the Ground Lease. However, ACC agrees to provide maintenance and upkeep for the Transit Station Redevelopment Project or Alternate Redevelopment Project, as appropriate, similar to that which it provides for other ACC transit stations or similar Alternate Redevelopment Projects, as appropriate.

SCHEDULE 7.4

DUE DILIGENCE MATERIALS (TO THE EXTENT APPLICABLE, AS REASONABLY DETERMINED BY ACC)

DUE DILIGENCE CHECKLIST

	REQUIREMENT SATISFIED	IA COMMENTS	COMMENTS
1) Owner Entity Documents: a) Articles of Incorporation/Organization b) E-verify and SAVE affidavits c) Organizational Chart a. Diagram or list of key contacts and roles of project team members d) Current year property tax bill (owner's only)			
2) Contractor (entity) Documents: a) Qualifications of General Contractor (List comparable Projects) b) Project experience, licenses, educational background, etc. c) E-verify and SAVE affidavits			

3) Site Documents a) Evidence of Ownership; ex., vesting deed or lease (lease must be a minimum of five years remaining) b) Owner's Title Insurance Policy (current or dated to acquisition) c) Legal Description of Project Site d) Legal Survey of Project Site- (Legal decision if required) e) All required licenses and building permits with ACC (where applicable) f) Plan approvals and zoning compliance			
4) Project Documents a) Project Description Sheet b) Architectural Drawings prepared by a certified architect a. Architectural design plans b. Final project rendering (color) and/or building elevation c) Project Budget d) Project Construction Schedule	☐ ☐ ☐ ☐		

SCHEDULE 7.15

PERMITTED TRANSFER

Any direct or indirect, partial or complete, assignment, sale, exchange or other transfer to each and any of the following, whether individually, in series or from time to time, shall constitute a "**Permitted Transfer**" for purposes of this Agreement:

(i) Any bona fide Mortgagee;

(ii) The acquisition by any Mortgagee or its designee of secured interests through the exercise of any right or remedy of such Mortgagee under a bona fide Mortgage, including any assignment of the fee interest in all, any portion and/or any Phase of the Project to the Mortgagee or its designee made in lieu of foreclosure;

(iii) Any foreclosure sale by any Mortgagee pursuant to any power of sale contained in a bona fide Mortgage;

(iv) Any sale or assignment of all, any portion and/or any Phase of the Project by any Mortgagee (or its designee) which has acquired a fee interest in all, any portion and/or any Phase of the Project by means of any transaction described above;

(v) Any sale or assignment of all, any portion and/or any Phase of the Project to any Qualified Real Estate Investor;

(vi) Any sale or assignment of all, or any portion and/or any Phase of the Project to one or more Vertical Owners if the proposed Vertical Owner has sufficient commercial real estate experience with respect to similar projects to develop, construct, own, manage and/or oversee the development, construction, ownership and management of, the applicable portion or Phase of the Project being sold or assigned to such Vertical Owner;

(vii) Any sale or assignment of all, any portion and/or any Phase of the Project to one or more of Owner's Affiliates;

(viii) Any transfer, sale, other conveyance, or assignment by operation of law or otherwise to resulting entity or successor to any merger of or with, or in connection with any other transformative direct or indirect structural transformation of, Owner; and

(ix) Any assignment or other transfer to one or more Owner's Association(s) formed in connection with the Project or any portion and/or Phase thereof.

SCHEDULE 7.15(b)

FORM OF NOTICE OF PERMITTED TRANSFER

To: Unified Government of Athens-Clarke County, GA
301 College Avenue, Suite 303
Athens, GA 30601
Attn: Blaine Williams, Manager

With a copy to:

Athens-Clarke County Attorney's Office
155 E. Washington Street
Athens, Georgia 30601
Attn: Judd T. Drake, Esq.

Re: Notice of Permitted Transfer

Notice is hereby given to the Unified Government of Athens-Clarke County, GA ("**ACC**") pursuant to Section ____ and **Schedule 7.15** of the Agreement (the "**Agreement**") among ACC and _____ ("**Owner**"), that on [insert date] Owner will close a Permitted Transfer. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement. The following portion of the Project is the subject of the Permitted Transfer:

[Describe portion of Project being transferred]

This transfer is a Permitted Transfer under the following provision(s) of **Schedule 7.15** (check all that apply):

☐ (i) Any bona fide Mortgage;

☐ (ii) The acquisition by any Mortgagee or its designee of secured interests through the exercise of any right or remedy of such Mortgagee under a bona fide Mortgage, including any assignment of the fee interest in all, any portion and/or any Phase of the Project to the Mortgagee or its designee made in lieu of foreclosure;

☐ (iii) Any foreclosure sale by any Mortgagee pursuant to any power of sale contained in a bona fide Mortgage;

☐ (iv) Any sale or assignment of all, any portion and/or any Phase of the Project by any Mortgagee (or its designee) which has acquired a fee interest in all, any portion and/or any Phase of the Project by means of any transaction described above;

☐ (v) Any sale or assignment of all, any portion and/or any Phase of the Project to any Qualified Real Estate Investor;

The transferee is a "**Qualified Real Estate Investor**" as follows:

☐ (i) Any Institutional Investor or an entity controlled by an Institutional Investor; or

☐ (ii) Any person or entity domiciled within the United States of America and having a minimum net worth of $10,000,000 (either itself or in its direct or indirect constituent members or partners), as certified by a reputable firm of certified public accountants, provided such person or entity has sufficient experience to properly develop, construct, own and manage, or oversee the development, construction, ownership and management of, the Project or applicable portion or Phase of the Project subject to such transfer.

The transferee is an "**Institutional Investor**" as follows:

☐ (i) Any savings bank, savings and loan association, commercial bank or trust company having shareholder equity (as determined in accordance with GAAP accounting) of at least $50,000,000;

☐ (ii) Any college, university, credit union, trust or insurance company having assets of at least $50,000,000;

☐ (iii) Any employment benefit plan subject to ERISA having assets held in trust of $50,000,000 or more;

☐ (iv) Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least $50,000,000;

☐ (v) Any limited partnership, limited liability company or other investment entity having committed capital of $50,000,000 or more;

☐ (vi) Any corporation, limited liability company or other person or entity having shareholder equity (or its equivalent for non-corporate entities) of at least $50,000,000;

☐ (vii) Any lender of substance which performs real estate lending functions similar to any of the foregoing, and which has assets of at least $50,000,000; and

☐ (viii) Any partnership having as a general partner any person or entity described in this definition above or any corporation, limited liability company or other person or entity controlling, controlled by or controlled with any person or entity described in in this definition above.

☐ (vi) Any sale or assignment of all, any portion and/or any Phase of the Project to one or more Vertical Owners if the proposed Vertical Owner has sufficient commercial real estate experience with respect to similar projects to develop, construct, own, manage and/or oversee the development, construction, ownership and management of, the applicable portion or Phase of the Project being sold or assigned to such Vertical Owner;

☐ (vii) Any sale or assignment of all, any portion and/or any Phase of the Project to one or more of Owner's Affiliates;

☐ (viii) Any transfer, sale, other conveyance, or assignment by operation of law or otherwise to resulting entity or successor to any merger of or with, or in connection with any other transformative direct or indirect structural transformation of, Owner; and

☐ (ix) Any assignment or other transfer to one or more Owner's Association(s) formed in connection with the Project or any portion and/or Phase thereof.

Supporting information relevant to the type of transfer is attached. This notice is provided to identify the type of Permitted Transfer and to provide a checklist to allow ACC to confirm that Owner has checked the applicable Permitted Transfer requirements and provided supporting information relevant to the type of transfer. ACC has no right to discretionary approval of or consent to a Permitted Transfer.

For additional information regarding this notice, please contact [_____] at [_____].

_____

By: _____
Name: _____
Title: _____

SCHEDULE 7.26

SAVE AFFIDAVIT
IN ACCORDANCE WITH O.C.G.A §50-36-1

ACC AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a contract with ACC, or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I state the following with respect to my application for a public benefit from ACC:

For: _____.
[Name of natural person applying on behalf of Owner.]

1) _____I am a United States Citizen
OR
2) _____I am a legal permanent resident 18 years of age or older or
OR
3) _____I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.

All non-citizens must provide their Alien Registration Number below.

_____
Alien Registration number for non-citizens

The undersigned applicant also hereby verifies that he or she has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. **The secure and verifiable document provided with this affidavit is:**

_____

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute

_____
Signature of Applicant Date:

_____
Printed Name

Sworn to and subscribed before me
This ____ day of _____, 202_

_____
Notary Public

My commission expires: _____

SCHEDULE 8.1

ACKNOWLEDGMENT

ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT (the "**Acknowledgment**"), made as of _____, 2023, by and between **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA** ("ACC") and _____ ("Owner").

Recitals:

1. ACC and Owner have executed that certain Community Benefits Agreement having a Dated Date of _____, 2023 (the "Agreement") a mixed-use development (the "**Project**") located at approximately 9 miles west of the University of Georgia campus and 8 miles west of Downtown Athens.

2. The Agreement provides that it shall not be effective until its "**Effective Date**", which shall be the date upon which all of the conditions set forth in Section 8.2 thereof have been satisfied, and also provides for an "**Expiration Date**" (as defined therein). The Agreement also further provides that the actual amount of the "**Payment Limitation**" (as defined therein) as of the Effective Date shall be set forth on the Acknowledgment (as defined therein, which is this Acknowledgement).

3. ACC and Owner desire to enter into this Acknowledgment confirming the Commencement Date, the Expiration Date, and the Payment Limitation

NOW, THEREFORE, ACC and Owner agree as follows:

The actual Effective Date is _____.

The actual Expiration Date is _____.

The actual Payment Limitation is $_____.

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment to be executed as of the date and year first above written.

ACC:	**OWNER:**
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA	_____, a _____
By:	By:
Name:_____	Name:_____
Title:_____	Title:_____
Dated: _____, 2023	Dated: _____, 2023

SCHEDULE 9.2

FORM OF IGA

(attached)

SCHEDULE 9.3

DEVELOPMENT BENCHMARKS

BENCHMARKS FOR REQUISITIONS

1. **Development Benchmarks for Requisitions**: The following benchmarks describe when Requisitions may occur, but is subject to all applicable terms and conditions of this Agreement. All square footage below excludes parking.

    1. The Owner may submit an initial Requisition conditioned upon, (a) Owner having Commenced Initial Construction pursuant to Section 6.1 of the Agreement on or before the Commencement Date, and (b) first completed the construction of all Horizontal Infrastructure for Phase 1A and has obtained a permanent Certificate of Occupancy (a "**CO**") for the first Phase 1A Building to be completed.

    2. Following the satisfaction of the conditions to the initial Requisition, subsequent Requisitions may be submitted by Owner for payment of amounts on deposit in the Site TAD Account of the Special Fund to reimburse payment by Owner of an Advance of Project Reimbursable Costs, subject to paragraphs 3 and 4 below.

    3. Subject to the terms and conditions of this Agreement, Owner's right to submit Requisitions shall terminate unless Owner has completed all of the improvements shown for Phase 2 (including the Horizontal Infrastructure and all Buildings, including both Building 7 and the Townhomes) on the Concept Plan within ten (10) years after the first CO is granted for the first Phase 1A Building to be completed.

    4. Subject to terms and conditions of this Agreement, Owner's right to submit Requisitions shall terminate unless Owner has completed all of the improvements (including the Horizontal Infrastructure and all Buildings, including both Building 7 and the Buildings for the Out Parcels, or OPs) for "Phase 2 or 3" on Concept Plan within ten (10) years after the first CO is granted for the first Phase 1A Building to be completed.

2. **Effect on Schedule 9.3 of Changes to Schedule 6.1:** In the event of a Zoning Modification Amendment which changes the sequence of Phases or the dates for commencement and/or completion of construction of a Phase of the Project, or of a Building of a Phase, or of a component of Horizontal Infrastructure of a Phase, and if the effect of such a change would be, in the reasonable opinion of ACC, to affect a condition set forth above which must be satisfied in order for a Requisition to be submitted, then ACC shall be entitled to require that such Zoning Modification Amendment also make such changes to this Schedule 9.3 as are reasonably necessary to protect the interests of ACC.

SCHEDULE 9.3(a)

FORM OF REQUISITION

Tax Allocation District Number 1- Unified Government of Athens-Clarke County, Georgia

Requisition No.

Date of Requisition: _____, 20__

TO:

Attention:
Facsimile:

PROJECT: Georgia Square Mall Redevelopment

PHASE: _____

OWNER: _____

This is a Requisition for payment of amounts on deposit in the Site TAD Account of the Special Fund to reimburse payment by Owner of an Advance of Project Reimbursable Costs in the amount, for the purposes and on the terms set forth below, all in accordance with the provisions of that certain Community Benefits Agreement between ACC and the Owner named above, with the Effective Date of _____, 2023. All capitalized terms used herein not otherwise defined shall have the meaning given them in the Community Benefits Agreement.

[If construction is involved] AIA Form G-702 and its Continuation Sheet, AIA Document G-703, are attached as Exhibit A and are made a part of this Requisition. Architect's and Contractor's Certificates for Payment are attached as part of the attached AIA Form G-702.

1. The payment of all or any portion of any such Requisition will not cause the overall support from the TAD (taking into account all previously paid amounts in respect of the Requisitions, if any) to exceed the Payment Limitation. Calculations to such effect are attached.

2. Attached hereto as Exhibit B are:

   (a) A detail of the Reimbursable Project Costs, Schedule of Values and Percentages of Completion relating to this Requisition are set forth on Forms G-702 and G-703 attached.

(b) Copies of all bills or statements or cancelled checks for any indirect or soft-cost expense for which this Requisition is requested;

(c) Copies of all bills or statements or cancelled checks for any such hard cost expenses incurred by the Owner for which this Requisition is requested;

(d) To the extent applicable, a copy of a satisfactory "Interim Waiver and Release Upon Payment" pursuant to O.C.G.A. § 44-14-366 from the General Contractor which received payment from the proceeds of the above-mentioned Advance.

3. **Owner's Certifications**

In accordance with the Community Benefits Agreement, Owner certifies to ACC that:

(a) all of its representations and warranties made in and as of the date of the Community Benefits Agreement are true and correct in all material respects as of the date hereof;

(b) the construction of the Project conforms to the Plans and the other provisions of the Community Benefits Agreement;

(c) the breakdown of Reimbursable Project Costs, Schedule of Values and the percentage completion referenced in this Requisition are accurate;

(d) all amounts being reimbursed for stored materials are and will be stored in either (1) a bonded warehouse approved by ACC and accessible to inspection by representatives of ACC, or (2) stored in a locked and otherwise secure storage arrangement acceptable to ACC and insured in an amount acceptable to ACC;

(e) no reimbursement is being requested for materials to be stored more than 150 days before being used in the Project;

(f) no payment under this Requisition for a cost included in the Project Budget exceeds the maximum allowable non-construction expenses actually incurred within the amounts set forth in the Project Budget, plus the actual cost of the completed portion of the Project;

(g) all payments requested under this Requisition are for Project items (i) which (in the case of construction) are of a quality and construction acceptable under this Agreement and (ii) which have not been previously paid;

(h) there are no liens outstanding against the Project except (i) inchoate liens for property taxes not yet due and payable, (ii) liens being contested in accordance with the terms and conditions set forth in applicable law and (iii) liens consented to by ACC or otherwise permitted by the Community Benefits Agreement;

(i) Owner is not in default under the Community Benefits Agreement;

(j) no governmental body has lawfully issued the equivalent of a stop order with respect to any portion of the Project;

(k) PD Zoning of the Site has been in effect, since the Effective Date to the date of submission of the Requisition (in the case of the initial Requisition)/ since the date of the submission of the most recently preceding Requisition to the date of submission of the Requisition being submitted (in the case of subsequent Requisitions);

(l) a LURA encumbering the Site has been in effect, since the Effective Date to the date of submission of the Requisition (in the case of the initial Requisition), since the date of the submission of the most recently preceding Requisition to the date of submission of the Requisition being submitted (in the case of subsequent Requisitions); and

(m) the payment of all or any portion of any this Requisition will not cause the overall support from the TAD (taking into account all previously paid amounts in respect of the Requisitions, if any) to exceed the Payment Limitation.

Submitted by:

OWNER:

_____

By:_____

Its:_____

Approved:

VERIFICATION AGENT:

_____

By:_____

Its:_____

Approved:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

By:_____

Its:_____

SCHEDULE 9.3(i)

TAX ALLOCATION INCREMENT BASE

The tax allocation increment base for the TAD is $34,161,450.

The tax allocation increment base for the tax parcels provided by Owner as constituting the Site is calculated as follows:

TAX PARCEL		BASE ASSESSED VALUE
073 016		$17,250,000
073 016F		$3,011,462
073 016J		$750,000
073 016K		$1,680,700
073 016S		$794,194
073 016T		$645,280
	Total	**$24,131,636**

Economic Impact Analysis

Source: IMPLAN, 2023

Results are calculated using IMPLAN, an economic modeling software that estimates the total impact from a specific event or project, including the direct, indirect and induced effects by sector. Results represent the impact year. The stated impact, however, may continue to occur in subsequent years if the sector is expected to meet the same level of output. The model uses 2021 data to estimate impact. This information is provided "as is" without warranty of any kind either expressed or implied. This IMPLAN analysis is not to be used to make decisions regarding state or local incentives.

Construction Impact	
Model Area	Athens - Clarke County
Industry Sector	Construction of New Commercial Structures
Industry Output	$450,000,000

Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	3,642	$214,574,790	$234,795,198	$450,000,000
Indirect Effect	522	$29,490,537	$52,355,835	$102,975,445
Induced Effect	941	$42,737,586	$81,012,281	$140,007,487
Total Effect	**5,106**	**$286,802,912**	**$368,163,315**	**$692,982,932**

Key Terms

Direct Effects: Investments that contribute to a new activity in the economy, i.e.: new firm, construction costs and raw materials.

Indirect Effects: Inter-industry business transaction costs resulting from local industries buying goods and services from other local industries.

Induced Effects: Household consumption expenditures resulting from changes in personal income.

Labor Income: All forms of employment income, including Employee Compensation (wages/benefits) and Proprietor Income (payments received by the self-employed/unincorporated business owners).

Value Added: Difference between an industry's or an establishment's total output (sales/receipts, operating income, inventory change) and the cost of its intermediate inputs (consumption of goods and services imported or purchased from other industries).

Output: Value of industry production as defined by industry, i.e.: Manufacturing Industry = Sales +/- Change in Inventory.

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Economic Impact Analysis

Source: IMPLAN, 2023

Results are calculated using IMPLAN, an economic modeling software that estimates the total impact from a specific event or project, including the direct, indirect and induced effects by sector. Results represent the impact year. The stated impact, however, may continue to occur in subsequent years if the sector is expected to meet the same level of output. The model uses 2021 data to estimate impact. This information is provided "as is" without warranty of any kind either expressed or implied. This IMPLAN analysis is not to be used to make decisions regarding state or local incentives.

Operations Impact	
Model Area	Athens - Clarke County
Industry Sectors	Retail - General Merchandise Stores Office Administration Services
Jobs	175 Retail & 175 Business/Professional Services

Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	350	$21,845,263	$14,802,753	$38,728,225
Indirect Effect	125	$5,272,872	$8,071,884	$16,844,937
Induced Effect	98	$4,447,806	$8,433,276	$14,571,623
Total Effect	**573**	**$31,565,941**	**$31,307,913**	**$70,144,784**

Key Terms

Direct Effects: Investments that contribute to a new activity in the economy, i.e.: new firm, construction costs and raw materials.

Indirect Effects: Inter-industry business transaction costs resulting from local industries buying goods and services from other local industries.

Induced Effects: Household consumption expenditures resulting from changes in personal income.

Labor Income: All forms of employment income, including Employee Compensation (wages/benefits) and Proprietor Income (payments received by the self-employed/unincorporated business owners).

Value Added: Difference between an industry's or an establishment's total output (sales/receipts, operating income, inventory change) and the cost of its intermediate inputs (consumption of goods and services imported or purchased from other industries).

Output: Value of industry production as defined by industry, i.e.: Manufacturing Industry = Sales +/- Change in Inventory.

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Attachment #14

Georgia Square Mall TAD

Financial Analysis and School Enrollment Estimate:

The Leaven Group

FINAL REPORT

Prepared for:

Unified Government of Athens-Clarke County
Athens, Georgia

February 23, 2023

economic impact group

TABLE OF CONTENTS

OVERVIEW 2

PROPOSED USE OF FUNDS: 2

CURRENT VALUE 3

PROJECT BUDGET 3

SOURCE OF FUNDS 3

CONFORMANCE OF APPLICATION WITH ATHENS-CLARKE TAD GUIDELINES 3

Purposes/Uses of TAD Financing: Partial 3

Tax Increment Generated by the Project: Yes 4

Project Economics/Financial Need ("But for"): Unclear 5

Community Benefits: Very Positive 6

SUMMARY 6

SCHOOL ENROLLMENT 8

SCHOOL COST FOR NEW STUDENTS 8

Overview

The Leaven Group, LLC, with Brian Lu and Mark Jennings as Founding Partners, has applied for Tax Allocation District (TAD) funding from Athens-Clarke County Mall Area Tax Allocation District, TAD #1. The applicant is requesting $189,503,000 in TAD funding for this project.

Proposed Use of Funds:

The TAD funds are being requested to help in the development of a mixed-use community that will include retail, residential, and office space in a "pedestrian-friendly" environment. The project will include central greenspace, sustainable stormwater infrastructure, and a new tree canopy. The current site is a largely vacant mall located on Atlanta Highway near State Route 10. Specifically, the applicant is requesting TAD funds for the following improvements:

Table 1: Itemized TAD Funding Request

Bike & pedestrian paths	$5,030,281
Parks & greenspace	$17,729,278
Intersection improvements	$11,385,951
Stormwater remediation & facilities	$13,100,007
Common areas	$4,393,031
New paving & curb/gutter streets	$9,546,018
Landscaping/sitework/utility	$7,328,316
Transit station	$9,268,529
Urban/dense apartments	$46,611,591
Affordable housing	$15,582,005
CCSD and youth development	$1,200,000
Financing cost due to "pay-go" funding	$48,327,994
Total TAD Funding Request:	**$189,503,000**
Total Project Construction Budget:	$474,846,158
% TAD Funding Request of Budget:	39.9%
Developer Equity:	$213,680,771
% Developer Equity of Budget:	45.0%

Totals may not add due to rounding.
Source: Leaven Group application for TAD funding

Current Value

According to county tax records, the site has a current market value of $25,091,105, with an assessed value (40%) of $10,036,442. Total property taxes (including the schools) are a little over $320,000 per year.

Project Budget

The Leaven Group, LLC is proposing "a mixed-use district that includes townhomes, multifamily apartments, active adult apartments, a retrofitted portion of the Georgia Square Mall with retail and office, a new retail village, and a central green space." The project will incorporate the one remaining retail tenant. In total, the "The commercial component will include 352,000 square feet of commercial space, including remodeled existing buildings with 190,000 square feet of retail space and 70,000 square feet of office space, as well as a newly constructed retail core with 92,000 square feet of retail space." In total, the proposed construction budget is $474,846,158.

Source of Funds

The project will be financed through a combination of developer equity of $213,680,721 (45.0%)[1]; proposed TAD funding of $189,503,000 (39.9%); and a construction loan for the balance of $71,662,386 (15.1%).

Conformance of Application with Athens-Clarke TAD Guidelines

According to the Athens-Clarke County Unified Government (ACCGov) TAD Funding Policies & Procedures, projects should be evaluated in terms of four factors:[2]

1. The purposes/uses for TAD financing and the consistency of those purposes with the Redevelopment Powers Law and ACCGov redevelopment objectives;
2. The overall amount and timing of the tax increment to be generated by the proposed project;
3. The Applicant's demonstrated financial need for TAD Assistance based on standard proforma evaluation criteria (i.e., the "but for" test); and
4. Resulting project community benefits and return on the public's investment.

Purposes/Uses of TAD Financing: Partial

Of the 12 listed items for TAD funding, 9 are clearly eligible for TAD funding under the ACCGov Purposes/Uses of TAD Financing as defined in their Policy Guidelines for Evaluating Requests. These eligible purposes include:

[1] Amount of developer equity was provided via e-mail by ACCGov on January 30, 2023.

[2] *Athens-Clarke County Unified Government Tax Allocation District (TAD) Funding Policies and Procedures*, Attachment A, p. 6.

1. Public works and facilities;
2. Telecommunications infrastructure;
3. Street/streetscape improvements;
4. Parks and open space amenities;
5. Transit facilities and public parking structures;
6. Pedestrian access and safety improvements;
7. Site preparation; and
8. Capital costs of any business, commercial or industrial building, or facility.

It is unclear how the request for $46.6M in "urban/dense apartment construction"; the request for $15.6M in "affordable housing"; or the request for $1.2M for a YouthForce pilot program meet these eligible purposes/uses. These three items alone represent $63.4M, or 33.5% of the total TAD funding request.

However, while not included as an "eligible purpose," both "urban/dense apartment construction" and "affordable housing" could be included under the "Community Benefits" section of the Policy Guidelines and would qualify under the Redevelopment Powers Law (O.C.G.A. 36-44-3(5)). Even so, it would be a stretch to include the YouthForce pilot program as qualifying under any part of the Policy Guidelines or the Redevelopment Powers Law although the funding request for that is less than 1% of the total request.

A quarter of the TAD funds requested are to cover capital financing costs related to the TAD increment being distributed over a 25-to-30-year period.

Tax Increment Generated by the Project: Yes

According to ACCGov's TAD Funding Policies & Procedures, any private project that receives a TAD contribution should be "self-financing" to the extent possible. In this context, "self-financing" means that "the project generates a sufficient future property tax increment to pay back the associated debt service obligations incurred as a result of issuing a TAD bond." [3]

However, in this case, the applicant is not requesting a TAD bond. Instead, they are requesting the funding through a pay-as-you-go ("pay-go") arrangement. According to information provided by Athens-Clarke County, the future market value of the fully developed project is expected to be $627,391,294 with an assessed value (40%) of $250,956,518. As can be seen in Table 2, once fully developed, this new value would generate a tax increment of $7.7M annually (including the school taxes).

That increment is more than sufficient to support the TAD funding request on a pay-go basis. On a "pay-as-you-go" basis, over 30 years (using a 10% buffer), and assuming

[3] *Athens-Clarke County Unified Government Tax Allocation District (TAD) Funding Policies and Procedures*, Attachment A, p. 6.

absolutely zero growth in value over the period, the property would generate $207.5M, or 109.5% of the funding request (Table 2).

Table 2: Georgia Square Mall – The Leaven Group
Analysis of Project Support for TAD Request

Amount of TAD funding requested:	$189,503,000
A. Potential Property Taxes: improvement	$8,005,513
B. Current Property Taxes:	$320,162
Incremental Property Tax (A-B):	**$7,685,350**
Pay-as-you-go	
30-year rebate of incremental taxes:	$230,560,512
% of request self-supporting	121.7%
30-year rebate of 90% of incremental taxes:	$207,504,461
% of request self-supporting	109.5%

Totals may not add due to rounding.

However, it is important to note that ACCGov's TAD Funding Policies & Procedures states that "the total amount of TAD financing shall not exceed 15% of the total estimated project value."[4] The request here is nearly triple that (39.9%). The policy does provide an exemption to that requirement for "large redevelopment projects," but they must be able to support the additional assistance through the generation of "sufficient tax allocation increments." As demonstrated above, this project will do that on a pay-as-you-go basis.

Project Economics/Financial Need ("But for"): Unclear

The applicant has prepared an application indicating that their weighted average return on capital (ROC) for the residential portion of the development without the TAD is significant. With the TAD the ROC reported in the application is even higher. With the information provided here, it is not clear how this is being calculated and what is being compared in the provided documents. For example, is the ROC the return on capital

[4] *Athens-Clarke County Unified Government Tax Allocation District (TAD) Funding Policies and Procedures*, Attachment A, p. 8.

(including senior debt) while the IRR is the return on just the equity? It isn't clear. That said, the expected IRR on an equity investment for these projects could easily be in the high teens and it isn't surprising to see them over 20%. The ones reported here are in that range, but again, it isn't clear exactly what is being compared. One would need to see, and have full access to, the actual model to be able to evaluate this criterion.

Community Benefits: Very Positive

The redevelopment of the current Georgia Square Mall and the investment of nearly half a billion dollars will have a very positive impact, not only on the site, but in the surrounding area as well. With a robust mix of rental and for-sale housing (including housing options that meet the needs of households earning 80% of AMI, as well as senior housing) the development will provide expanded residential opportunities in this area of Athens. In addition, the development promotes walkability, and a pedestrian-friendly environment, which is a goal of the Redevelopment Plan.

Summary

- The project would redevelop the deteriorating, largely vacant Georgia Square Mall and increase the value by more than $600M.
- The project would create 1,198 new rental and for-sale residential units, including affordable and senior housing options.
- The project is requesting $189,503,000 in TAD funding which represents 39.9% of the project cost which is nearly triple the amount allowed in the ACCGov's TAD Funding Policies & Procedures.
- The project is self-financing on a pay-go basis.
- It is unclear if the project has demonstrated that it would not be financially feasible without TAD financing.
- The project would have a very positive impact on the area and meets the goals set forth in the redevelopment plan.
- Recommendation: Given the significant level of developer equity, consider approval of the TAD request, **but only on a pay-go basis**.

Table 3: Summary of Potential TAD Financing for Georgia Square Mall – The Leaven Group			
Estimated TAD Potential		**Market Value (100%)**	**Assessed Value (40%)**
New Developed Value		$627,391,294	$250,956,518
Existing Value of Site		$25,091,105	$10,036,442
Incremental Value		$602,300,189	$240,920,076
M&O Millage Rates			
A. Athens-Clarke County	13.100	Incremental Tax:	$3,156,053
B. Athens-Clarke County Schools	18.800		$4,529,297
		Total Incremental Property Tax:	**$7,685,350**
TAD Financing			
Pay-as-you-go for 30 years:			$230,560,512
Pay-as-you-go for 30 years @ 90%:			$207,504,461
Totals may not add due to rounding.			

School Enrollment

There are two elements that drive new enrollment in the schools − (1) an estimate of new students from the residential redevelopment, and (2) an estimate of new students from new jobs in the commercial redevelopment.

In the case of the first, the project contains a total of 1,198 new residential units – 212 owner-occupied and 986 rental units. (These numbers come from Part III, section C "Residential Detail" of the application. However, in Part III section B they report only 1,183, and in their cover letter, they report 1,188 residential units.) Of these, 638 are either studio or 1-bedroom units with minimal impact on the school system. Another 313 are 2-bedroom units; 161 are 3-bedroom units; and 86 have 4 or more bedrooms. (170 of these multi-bedroom units are "active adult" units which have no impact on the schools. These were deducted from the 2-bedroom units for purposes of estimating school enrollment.) In total, the new residential units are estimated to generate 187 new students (Table 4).

In addition, background growth within the TAD from new commercial development will generate new households in Athens-Clarke, which will, in turn, increase school enrollment. Based on the proposed square feet of the new retail and office space, it is estimated that there will be 350 new jobs in the development[5]. (This is substantially less than the 1,035 provided in the application and is based on average employment per square foot by building type.) Given the commuting patterns for Athens-Clarke, this level of new employment is expected to create 55 new local households, and another 34 students in the school system. In total, the project as proposed is expected to generate 221 new students in the public school system (Table 4).

School Cost for New Students

The cost of educating these 221 new students comes to $1.6 million based on current costs at the three schools in the TAD area. The school board provided an average cost of $7,354 for the new students. See Table 5 below for the details.

[5] U.S. Energy Information Administration, Office of Energy Consumption and Efficiency Statistics, Form EIA-871A of the 2018 Commercial Buildings Energy Consumption Survey. Tables B-1 and B-2. Data released September 2021.

Table 4: Estimated New Public-School Enrollment The Leaven Group Project					
	Units	**Resident Multiplier**	**Estimated New Population**	**School-Aged Children Multiplier[6]**	**Estimated School-Aged Children**
Residential – Rental					
1-BR/Studio	638	1.44	919	0.07	45
2-BR/Active	170	1.30	221	0.00	0
2-Bedroom	122	1.89	231	0.17	21
3-Bedroom	56	2.76	155	0.46	26
Residential – Owner					
Townhomes	212	1.77	375	0.452	96
Project Housing Totals:	**1,198**		**1,900**		**187**
Housing change driven by new jobs:	55	2.41	133	0.624	34
Total Project Impacts:	**1,253**		**2,033**		**221**

Table 5: Cost of Education New Students - on Average			
	Cost Per Student	**New Enrollment**	**Total Cost**
Totals	$7,354	221	$1,625,234

[6] "One Public School Child for Every Three Homes, Special Studies," Na Zhao author, NAHB Economics and Housing Policy Group, May 1, 2020

Survey Legal Description for Georgia Square Mall Tract:

All that tract or parcel of land, together with improvements thereon, lying and being in GMD 241, Clarke County, Georgia, containing 74.772 acres of land, more or less, and being more particularly described as:

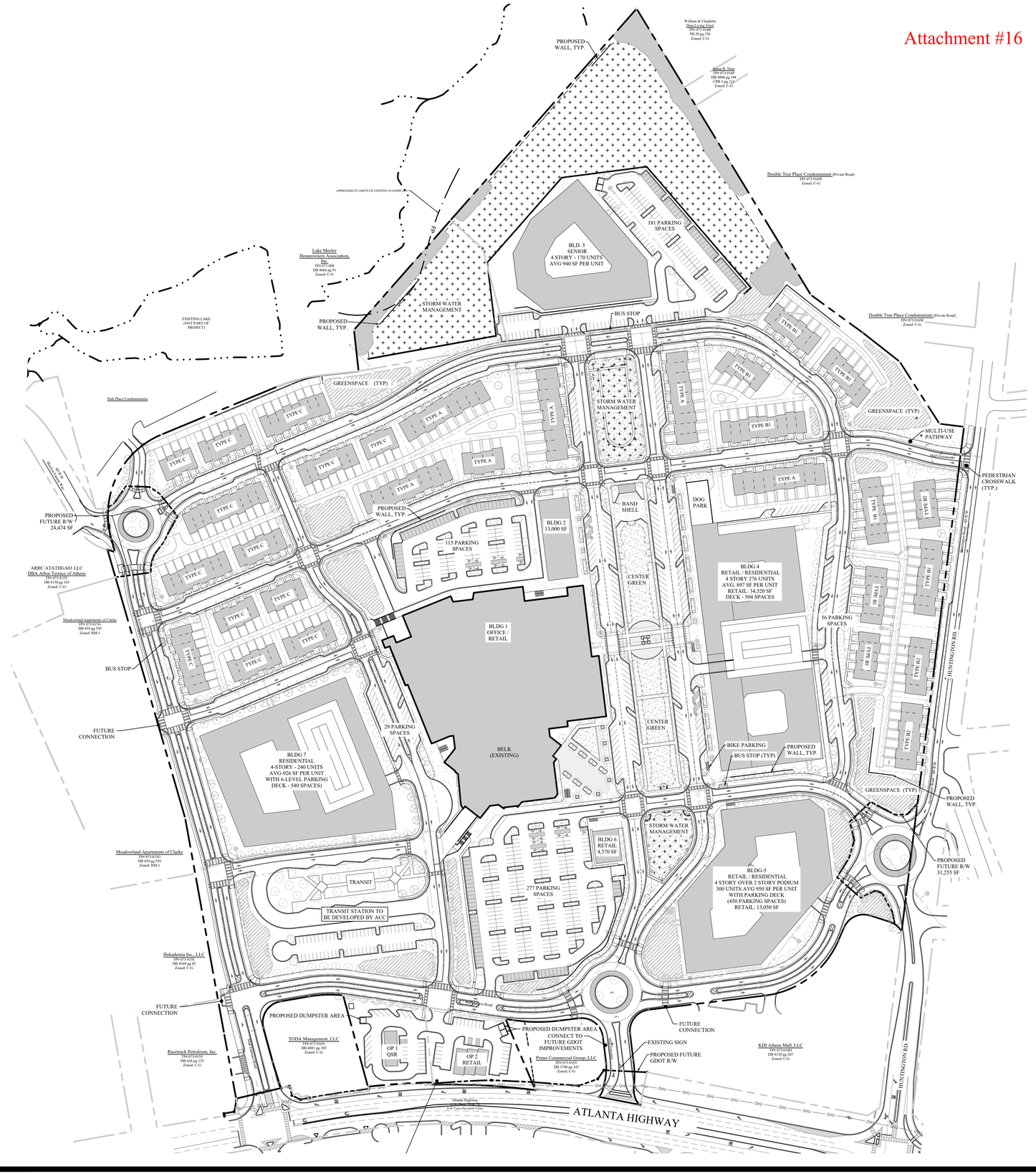
COMMENCING at a 1/2" rebar found at the northwesterly right-of-way intersection of Huntington road (80' R/W) and Atlanta Highway (U.S. Hwy 29 & 78) (R/W varies), thence following a course along the northerly right-of-way of Atlanta Hwy (U.S. Hwy 29 & 78) North 78 degrees 55 minutes 13 seconds West with a distance of 526.66 feet to a nail found; thence South 10 degrees 56 minutes 08 seconds West with a distance of 69.21 feet to a 1/2" rebar found; thence South 12 degrees 07 minutes 34 seconds West with a distance of 8.46 feet; thence North 79 degrees 10 minutes 52 seconds West with a distance of 4.03 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence North 79 degrees 10 minutes 52 seconds West with a distance of 94.87 feet to a point; thence, leaving said course and following a course bounded now or formerly by Prime Commercial Group, LLC., along an arc of a curve to the left, said curve having a radius of 50.00 feet, having a chord bearing of North 25 degrees 20 minutes 56 seconds East and a chord distance of 24.63 feet, and an arc length of 24.89 feet to a point; thence North 11 degrees 05 minutes 04 seconds East with a distance of 11.00 feet to a point; thence following along an arc of a curve to the left, said curve having a radius of 144.68 feet, having a chord bearing of North 05 degrees 13 minutes 47 seconds East and a chord distance of 44.97 feet, and an arc length of 45.15 feet to a point; thence North 06 degrees 55 minutes 26 seconds West with a distance of 63.16 feet to a point; thence following along an arc of a curve to the left, said curve having a radius of 50.00 feet, having a chord bearing of North 51 degrees 55 minutes 24 seconds West and a chord distance of 70.71 feet, and an arc length of 78.54 feet to a point; thence South 83 degrees 04 minutes 33 seconds West with a distance of 48.00 feet to a point; thence following along an arc of a curve to the right, said curve having a radius of 396.80 feet, having a chord bearing of North 89 degrees 17 minutes 06 seconds West and a chord distance of 105.49 feet, and an arc length of 105.80 feet to a point; thence North 81 degrees 38 minutes 37 seconds West with a distance of 19.49 feet to a point; thence South 22 degrees 45 minutes 33 seconds East with a distance of 175.43 feet to a point; thence South 22 degrees 44 minutes 53 seconds East with a distance of 5.20 feet to a point; thence leaving said course and proceeding along the northern right-of-way of U.S. Highway 29 & 78 along an arc of a curve to the left, said curve having a radius of 1604.56 feet, having a chord bearing of North 84 degrees 20 minutes 11 seconds West and a chord distance of 92.82 feet, and an arc length of 92.83 feet to a point; thence North 86 degrees 02 minutes 02 seconds West with a distance of 2.29 feet to a point; thence following along an arc of a curve to the left, said curve having a radius of 1616.30 feet, having a chord bearing of North 88 degrees 39 minutes 09 seconds West and a chord distance of 144.95 feet, and an arc length of 144.99 feet to a point; thence North 07 degrees 04 minutes 16 seconds West with a distance of 5.36 feet to a 1/2" rebar found; thence following along an arc of a curve to the left, said curve having a radius of 1571.01 feet, having a chord bearing of South 86 degrees 13 minutes 42 seconds West and a chord distance of 151.99 feet, and an arc length of 152.04 feet to a 1/2" rebar found; thence leaving said right-of-way and proceeding on a course bounded now or formerly by TODA Management, LLC., North 15 degrees 10 minutes 00 seconds West with a distance of 221.58 feet to a 5/8" carriage bolt found; thence following along an arc of a curve to the left, said curve having a radius of 288.97 feet, having a chord bearing of South 88 degrees 05 minutes 42 seconds West and a chord distance of 79.20 feet, and an arc length of 79.45 feet to a point; thence South 80 degrees 13 minutes 54 seconds West with a distance of 68.51 feet to a point; thence following along an arc of a curve to the

left, said curve having a radius of 50.00 feet, having a chord bearing of South 32 degrees 52 minutes 19 seconds West and a chord distance of 73.56 feet, and an arc length of 82.66 feet to a point; thence South 15 degrees 10 minutes 56 seconds East with a distance of 82.52 feet to a point; thence South 17 degrees 20 minutes 59 seconds East with a distance of 50.06 feet to a point; thence following along an arc of a curve to the left, said curve having a radius of 60.00 feet, having a chord bearing of South 21 degrees 30 minutes 33 seconds East and a chord distance of 14.68 feet, and an arc length of 14.72 feet to a point; thence leaving said course and proceeding on a course across the Mall Entrance Road, South 76 degrees 51 minutes 20 seconds West with a distance of 108.64 feet to a 1/2" rebar found; thence leaving said course and proceeding along a course bounded now or formerly by Racetrack Petroleum, Inc., North 10 degrees 28 minutes 02 seconds West with a distance of 155.49 feet to a 1/2" rebar found; thence following along a course bounded now or formerly by Hekademia Inc., LLC., Meadowlands Apartments of Clarke, North 10 degrees 14 minutes 41 seconds West with a distance of 511.59 feet to a 1/2" rebar found; thence following said course North 16 degrees 08 minutes 44 seconds West with a distance of 586.82 feet to a 1/2" rebar found; thence leaving said course and following a course bounded now or formerly by ARHC ATHATHGA01, LLC. DBA Arbor Terrace of Athens, North 16 degrees 08 minutes 44 seconds West with a distance of 67.09 feet to a point on the southern right-of-way of Marylin Farmer Way; thence following along said right of way, South 74 degrees 33 minutes 18 seconds East with a distance of 18.45 feet to a right-of-way monument found; thence North 16 degrees 10 minutes 31 seconds West with a distance of 31.56 feet to a point; thence leaving said course and following a course bounded now or formerly by Park Place Condominiums following along an arc of a curve to the right, said curve having a radius of 203.08 feet, having a chord bearing of North 25 degrees 39 minutes 43 seconds East and a chord distance of 270.92 feet, and an arc length of 296.58 feet to a 5/8” carriage bolt found; thence North 67 degrees 29 minutes 57 seconds East with a distance of 293.71 feet to a 5/8” carriage bolt found; thence following along an arc of a curve to the right, said curve having a radius of 373.13 feet, having a chord bearing of North 75 degrees 50 minutes 11 seconds East and a chord distance of 105.82 feet, and an arc length of 106.18 feet to a 5/8” carriage bolt found; thence North 83 degrees 43 minutes 45 seconds East with a distance of 87.99 feet to a concrete monument found; thence North 06 degrees 16 minutes 33 seconds West with a distance of 97.63 feet to a 1/2" spindle found; thence leaving said course and following a course bounded now or formerly by Lake Meeler Homeowners Association, Inc., North 41 degrees 21 minutes 54 seconds East with a distance of 341.90 feet to a 4” Concrete Monument Found; thence North 41 degrees 19 minutes 47 seconds East with a distance of 659.27 feet to a point; thence leaving said course and commencing on a course bounded now or formerly by Harvey Louis Gayer, Susan R. Neto, Double Tree Place Condominium (Private Road), South 31 degrees 20 minutes 40 seconds East with a distance of 784.05 feet to a 1/2” rebar found; thence following said course South 53 degrees 54 minutes 25 seconds East with a distance of 150.17 feet to a point; thence South 51 degrees 54 minutes 50 seconds East with a distance of 110.00 feet to a 1/2” rebar found; thence South 32 degrees 38 minutes 13 seconds East with a distance of 172.61 feet to a 1/2" rebar found; thence South 82 degrees 54 minutes 25 seconds East with a distance of 58.01 feet to a 1/2" rebar found; thence leaving said course and following the eastern right-of-way of Huntington Road, South 07 degrees 04 minutes 15 seconds West with a distance of 64.99 feet to a right-of-way monument found; thence following said right-of-way, South 07 degrees 02 minutes 31 seconds West with a distance of 447.26 feet to a point; thence South 07 degrees 03 minutes 14 seconds West with a distance of 677.89 feet to a right-of-way monument found; thence leaving said right-of-way and proceeding on a course bounded now or formerly by KDI Athens Mall, LLC., following along an arc of a

curve to the left, said curve having a radius of 50.00 feet, having a chord bearing of North 50 degrees 59 minutes 12 seconds West and a chord distance of 36.11 feet, and an arc length of 36.94 feet to a point; thence North 72 degrees 09 minutes 19 seconds West with a distance of 47.80 feet to a point; thence following along an arc of a curve to the left, said curve having a radius of 50.00 feet, having a chord bearing of South 65 degrees 32 minutes 38 seconds West and a chord distance of 67.31 feet, and an arc length of 73.84 feet to a point; thence South 23 degrees 14 minutes 35 seconds West with a distance of 33.38 feet to a point; thence following along an arc of a curve to the right, said curve having a radius of 215.25 feet, having a chord bearing of South 53 degrees 08 minutes 55 seconds West and a chord distance of 214.64 feet, and an arc length of 224.71 feet to a point; thence South 83 degrees 03 minutes 14 seconds West with a distance of 274.33 feet to a point; thence following along an arc of a curve to the left, said curve having a radius of 50.00 feet, having a chord bearing of South 38 degrees 03 minutes 14 seconds West and a chord distance of 70.71 feet, and an arc length of 78.54 feet to a point; thence South 06 degrees 57 minutes 02 seconds East with a distance of 63.15 feet to a point; thence following along an arc of a curve to the right, said curve having a radius of 208.68 feet, having a chord bearing of South 01 degrees 37 minutes 00 seconds East and a chord distance of 58.15 feet, and an arc length of 58.34 feet to a point; thence following along an arc of a curve to the left, said curve having a radius of 60.00 feet, having a chord bearing of South 13 degrees 57 minutes 52 seconds East and a chord distance of 46.73 feet, and an arc length of 48.00 feet to the TRUE POINT OF BEGINNING.

Attachment #16



SITE COVERAGE DATA

TOTAL PROJECT ACREAGE: 74.772 ACRES (3,257,068.00 SF.)
FUTURE ROW: 1.378 ACRES (58,729.00 SF.)
NET SITE ACREAGE: 73.42 ACRES (3,198,378.00 SF.)

EXISTING LOT COVERAGE: 2,899,279.00 SF (89.01% OF SITE)
- BUILDINGS: 528,276.00 (16.22% OF SITE)
- PAVING: 2,316,439.00 (71.12% OF SITE)
- CONCRETE & SIDEWALKS: 54,564.00 (1.68% OF SITE)

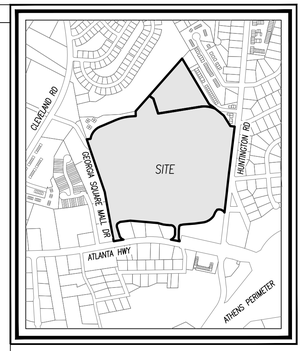
PROPOSED LOT COVERAGE: 2,046,771.00 SF. (62.84% OF NET SITE)
- BUILDINGS & CANOPY: 722,341.00 SF. (22.18% OF NET SITE)
- PAVING: 949,143.00 SF. (29.14% OF NET SITE)
- SIDEWALKS & CONCRETE AREAS: 375,287.00 SF. (11.73% OF NET SITE)

TOTAL LANDSCAPE AREA: 1,210,297.00 SF (37.16% OF NET SITE)

OVERALL ADDITIONAL IMPERVIOUS AREA: -852,508 SF
(OVERALL IMPERVIOUS AREA REDUCED BY 26%)

PUBLIC SPACE:
PUBLIC SPACE IS REQUIRED AS PART OF CODE SECTION 9-25-8.F.2
- REQUIRED: ONE SQUARE FOOT OF PLAZA OR PUBLIC SPACE SHALL BE REQUIRED FOR EVERY TEN SQUARE FEET OF GROSS FLOOR AREA.
  1,623,280/10 = 162,328 SF. MINIMUM PLAZA OR PUBLIC SPACE REQUIRED
- PROPOSED: 173,000+ S.F. PLAZA (NOTE: PLAZA TO BE CONSTRUCTED OF A PERVIOUS MATERIAL AND NOT COUNTED TOWARDS LOT COVERAGE.)

PLAZAS OR PUBLIC SPACES SHALL INCORPORATE AT LEAST THREE OF THE FOUR LISTED ELEMENTS IN CODE SECTION 9-25-8-F OF ACC ORDINANCE.



VICINITY MAP

SCALE: 1" = 1,000'

PARKING DATA

REQUIRED PARKING: 3,138 SPACES (25% OF THE PARKING SHALL BE SHARED BETWEEN COMMERCIAL, OFFICE AND RESIDENTIAL USES = 784 SPACES).

NOTE: THE PROPOSED TRANSIT CENTER IS A MUNICIPAL USE AND THEREFORE DOES NOT GENERATE REQUIREMENTS FOR THE DEVELOPMENTS PARKING NOR CONTRIBUTE TO THE AMOUNT OF PROPOSED PARKING.

RESIDENTIAL
- STUDIO DWELLING UNIT = 1 SPACE PER
  112 x 1 = 112 MINIMUM REQUIRED SPACES
- ONE BED DWELLING UNIT = 1.5 SPACES PER
  526 x 1.5 = 789 MINIMUM REQUIRED SPACES
- TWO+ BED DWELLING UNITS = 2 SPACES PER
  348 x 2 = 696 MINIMUM REQUIRED SPACES
- TOWNHOMES = 2 SPACES PER
  202 x 2 = 404 MINIMUM REQUIRED SPACES

COMMERCIAL
- GENERAL RETAIL = 1 SPACE PER 300 SF.
  278,476 SF / 300 = 929 MINIMUM REQUIRED SPACES
- QUICK SERVICE RESTAURANT = 1 SPACE PER 100 SF
  2,500 SF / 100 = 25 MINIMUM REQUIRED SPACES

OFFICE
- GENERAL OFFICE = 1 SPACE PER 450 SF.
  81,000 SF / 450 = 180 MINIMUM REQUIRED SPACES

PROPOSED PARKING: 2,897 SPACES
- EAST DECK = 504 SPACES
- WEST DECK = 540 SPACES
- SOUTHERN PODIUM = 450 SPACES
- BELK SURFACE LOT = 277 SPACES
- NORTHERN SURFACE LOT = 115 SPACES
- OUTPARCEL 1 = 28
- OUTPARCEL 2 = 25
- SENIOR LOT = 181 SPACES
- TOWNHOME 2-CAR GARAGES = 404 SPACES
- ON-STREET PARKING = 373 SPACES

ADA PARKING: REQUIRED FOR ALL PARKING LOTS FOR PLACES OF PUBLIC ACCOMMODATION AND COMMERCIAL FACILITIES (EXCLUDES TOWNHOMES).
- OVER 1000 SPACES = 20, PLUS 1 PER 100 OVER 1000
  2,494 SPACES = 35 REQUIRED ADA SPACES.
- 29 SURFACE SPACES PROVIDED
  REMAINDER OF SPACES TO BE IN PARKING STRUCTURES

BICYCLE PARKING:
- REQUIRED: 2 BICYCLE SPACES+1 BICYCLE SPACE/20 REQUIRED PARKING SPACES
  2+(3,138/20) = 159 REQUIRED BICYCLE PARKING SPACES
- 160 SPACES PROVIDED
- PROPOSED: 110 (6'X2' SPACES), NOTE: A PORTION OF THE REQUIRED BICYCLE PARKING SPACES HAVE BEEN SHOWN NEAR THE BUILDING ENTRANCES. THE REMAINDER OF REQUIRED SPACES SHALL OCCUR INSIDE THE BUILDINGS IN ACCORDANCE TO SEC. 9-30-5.

PERVIOUS PARKING IS REQUIRED AS PART OF CODE SECTION 9-25-8.F.4.B
"NO LESS THAN 20 PERCENT OF THE REQUIRED PARKING SPACES SHALL BE CONSTRUCTED OF DUST-FREE PERVIOUS PAVING MATERIALS PURSUANT TO SECTION 9-30-9(E) OF THIS TITLE."
- APPLICABLE REQUIRED PARKING SPACES (SURFACE SPACES) = 573 SPACES
  573 x 0.2 = 115 PERVIOUS SPACES
- 124 PROPOSED PERVIOUS SPACES

PROJECT DENSITY

PROPOSED RESIDENTIAL DENSITY
- TOTAL SITE AREA: 74.772 AC
- TOTAL PROPOSED BEDROOMS: 2,057
- ALLOWED DENSITY: 24 BEDS PER ACER
- PROPOSED DENSITY: 27.5 BEDS PER ACRE

AFFORDABLE UNITS: 10% OF THE DWELLING UNITS IN THIS PROJECT SHALL BE RENTED AT OR BELOW 80% OF THE AREA MEDIAN INCOME.
- AFFORDABLE DWELLING UNITS: 99 (140 BEDS)

WAIVER LIST

1) ALLOWANCE OF GROUND FLOOR RESIDENTIAL IN A COMMERCIAL GENERAL DISTRICT (9-10-2)
2) A REDUCTION IN THE REQUIRED AMOUNT OF EXISTING TREE CANOPY TO BE RETAINED (8-7-15)
3) INCREASE TO THE MAXIMUM ALLOWABLE LENGTH OF A BUILDING (9-25-8-F-1-a)
4) ELIMINATION OF THE MAXIMUM DISTANCE REQUIREMENT FOR SHARED PARKING FACILITIES (9-30-8-a)
5) INCREASE TO THE ALLOWABLE DENSITY FROM 24 UNITS PER ACRE TO 27.5 UNITS PER ACRE (9-10-3)
6) RELIEF FROM RS-5 STANDARDS FOR SINGLE FAMILY IN A CG ZONE (9-10-2-L(11))
7) A REDUCTION IN THE CG MINIMUM LOT WIDTH FROM 50' TO 20' (9-10-3)
8) REMOVAL OF THE PLAZA REQUIREMENT FOR THE TOWNHOMES UNITS (9-25-8-F-2)

PROJECT DATA

PROPERTY OWNER:
KDI ATHENS MALL LLC
3520 PIEDMONT RD NE, STE 410
ATLANTA, GA 30305
ATTN: C/O MARVIN POER & CO,

DEVELOPER:
THE LEAVEN GROUP
2300 PETE DICKENS RD ,
BOGART, GA 30622
ATTN: MARK JENNINGS
706.207.0031

AUTHORIZED AGENT:
W&A ENGINEERING
355 ONETA ST.
ATHENS, GA 30601
706.310.0400

PHYSICAL ADDRESS: 3700 ATLANTA HWY

TAX PARCELS: 073 016, 073 016F, 073 016J, 073 016K, 073 016S, 073 016T

TOTAL PROJECT ACREAGE: 74.772 ACRES (3,257,068.00 SF.)

CONTOUR INTERVAL: 2' FIELD RUN TOPO BY ABE CONSULTING DATED 6.29.2022.

BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A ABE CONSULTING ALTA SURVEY FOR ATHENS CONSTRUCTION GROUP PROPERTY HOLDINGS, LLC., DATED 6.29.2022.

EXISTING ZONING: C-G

PROPOSED ZONING: C-G-PD

EXISTING USE: COMMERCIAL RETAIL

PROPOSED USE: MULTI-USE RETAIL AND RESIDENTIAL

FLOOD PLAIN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13059C0022E, 13059C0023F, WITH AN EFFECTIVE DATE OF 9/15/2022, FOR COMMUNITY PANEL NUMBER 130040, ATHENS, GA.

THERE ARE STATE WATERS WITHIN 200' OF THE SITE.

THERE ARE NO WETLANDS DELINEATED ON SITE.

THIS PROPERTY DOES NOT CONTAIN ENVIRONMENTAL AREAS AS DENOTED ON THE ATHENS-CLARKE COUNTY ENVIRONMENTAL MAP DATED 11/03/04.

BUILDING DATA

BUILDING 1 (EXISTING MALL) = 294,336 SF TOTAL
- RETAIL = 213,336 SF
- OFFICE = 81,000 SF

BUILDING 2 = 13,000 SF TOTAL
- RETAIL = 13,000 SF

BUILDING 3 = 210,844 SF TOTAL
- SENIOR RESIDENTIAL = 170 UNITS / 238 BEDS
  - STUDIO UNITS = 4 UNITS
  - ONE BEDROOM UNITS = 98 UNITS
  - TWO BEDROOM UNITS = 68 UNITS

BUILDING 4 = 460,486 SF TOTAL
- RETAIL = 34,520 SF
- RESIDENTIAL = 276 UNITS / 392 BEDS
  - STUDIO UNITS = 36 UNITS
  - ONE BEDROOM UNITS = 148 UNITS
  - TWO BEDROOM UNITS = 68 UNITS
  - THREE BEDROOM UNITS = 24 UNITS

BUILDING 5 = 330,000 SF TOTAL
- RETAIL = 13,050 SF
- RESIDENTIAL = 300 UNITS / 436 BEDS
  - STUDIO UNITS = 36 UNITS
  - ONE BEDROOM UNITS = 152 UNITS
  - TWO BEDROOM UNITS = 88 UNITS
  - THREE BEDROOM UNITS = 24 UNITS

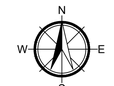
BUILDING 6 = 4,570 SF TOTAL
- RETAIL = 4,570 SF

BUILDING 7 = 310,044 SF TOTAL
- RESIDENTIAL = 240 UNITS / 324 BEDS
  - STUDIO UNITS = 36 UNITS
  - ONE BEDROOM UNITS = 128 UNITS
  - TWO BEDROOM UNITS = 68 UNITS
  - THREE BEDROOM UNITS = 8 UNITS

OUTPARCEL 1 = 2,500 SF TOTAL
- QUICK SERVICE RESTAURANT = 2,500 SF

OUTPARCEL 2 = 4,500 SF TOTAL
- RETAIL = 4,500 SF

TOWNHOMES = 202 UNITS / 667 BEDS
- TWO BEDROOM UNITS = 20
- THREE BEDROOM UNITS = 101
- FOUR BEDROOM UNITS = 81



SCALE 1" = 120' 0 60 120 240

W&A Engineering
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waengineering.com

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GEORGIA SQUARE MALL REDEVELOPMENT

CLARKE COUNTY, GA

3700 ATLANTA HWY - 74.772 ACRES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: 10/28/2022

ISSUANCE DATE: 11/3/2022

GEORGIA REGISTERED LANDSCAPE ARCHITECT SCOTT A. HAINES 11/3/2022

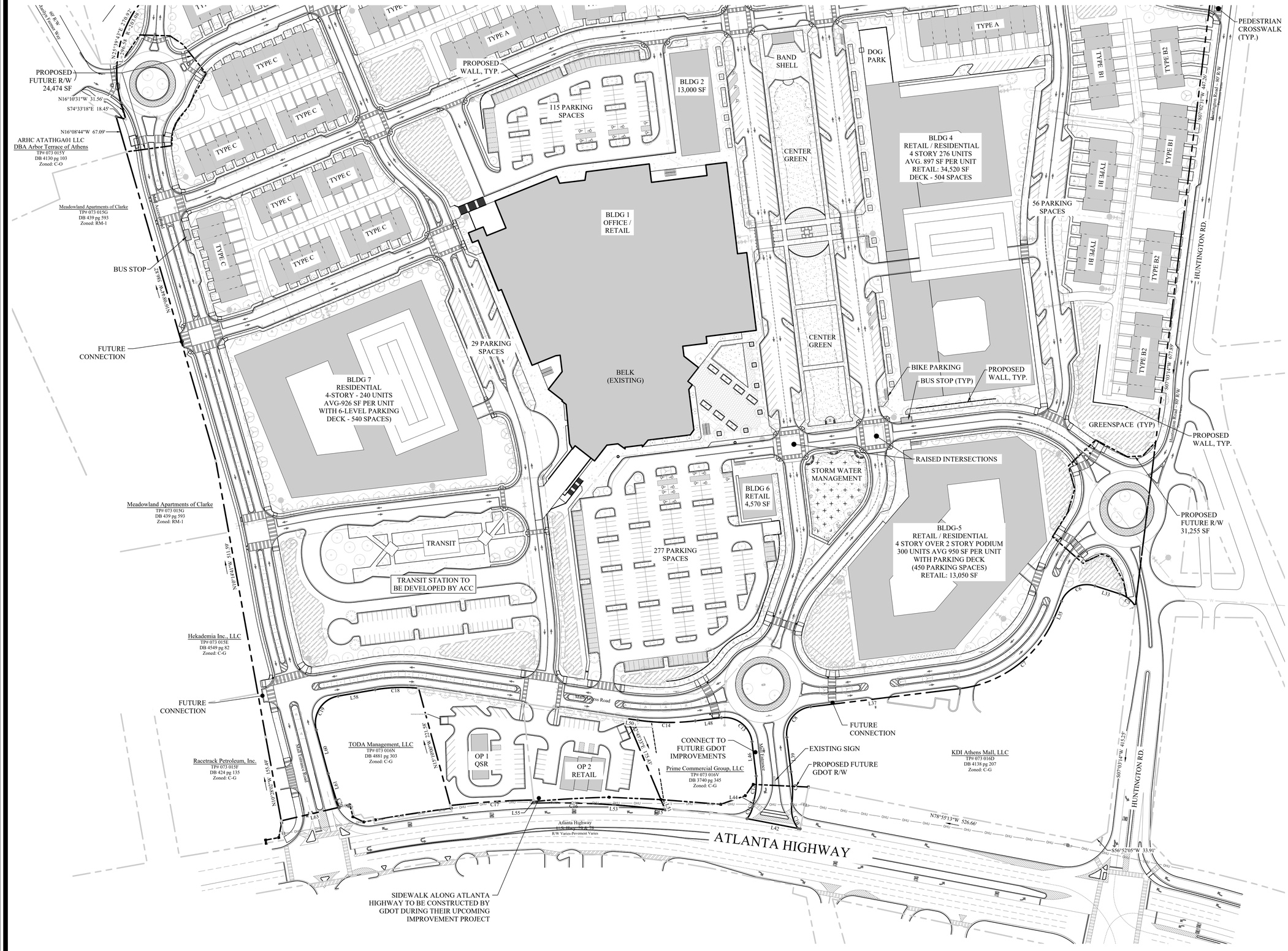
W&A PROJECT #: 220246

MASTER PLAN (OVERALL)

PD-102

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PROPOSED WALL, TYP.
William & Claudette Shea Living Trust
TP# 073 016R
PB 20 pg 256
Zoned: C-G
Sitian R. Neto
TP# 073 016P
DB 4806 pg 194
CPB 1 pg 211
Zoned: C-G
N41°19'47"E 689.37'
S31°20'40"E 764.05'
APPROXIMATE LIMITS OF EXISTING FLOODPLAIN
Double Tree Place Condominium (Private Road)
TP# 073 016W
Zoned: C-G
181 PARKING SPACES
BLD. 3
SENIOR
4 STORY - 170 UNITS
AVG 940 SF PER UNIT
Lake Meeler Homeowners Association, Inc.
TP# 071 008
DB 4666 pg 91
Zoned: C-G
S31°21'54"E 341.90'
STORM WATER MANAGEMENT
Tract "A"– 0.368 Acre
See Surveyor's Notes
S53°54'25"E 100.12'
BUS STOP
PROPOSED WALL, TYP.
EXISTING LAKE
(NOT PART OF PROJECT)
S51°54'59"E 110.00'
TYPE B1
TYPE B1
TYPE B1
N06°16'33"W 97.63'
N83°43'45"E 87.99'
GREENSPACE (TYP)
N75°50'11"E 105.82'
L=106.18 R=373.13
Park Place Condominiums
N67°29'57"E 203.21'
4 Follows Face of Curb, Typ
TYPE C
TYPE C
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TYPE B2



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GEORGIA SQUARE MALL REDEVELOPMENT

CLARKE COUNTY, GA

3700 ATLANTA HWY - 74.772 ACRES

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REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: 10/28/2022

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GEORGIA REGISTERED LANDSCAPE ARCHITECT SCOTT A. HAINES 11/3/2022

W&A PROJECT #: 220246

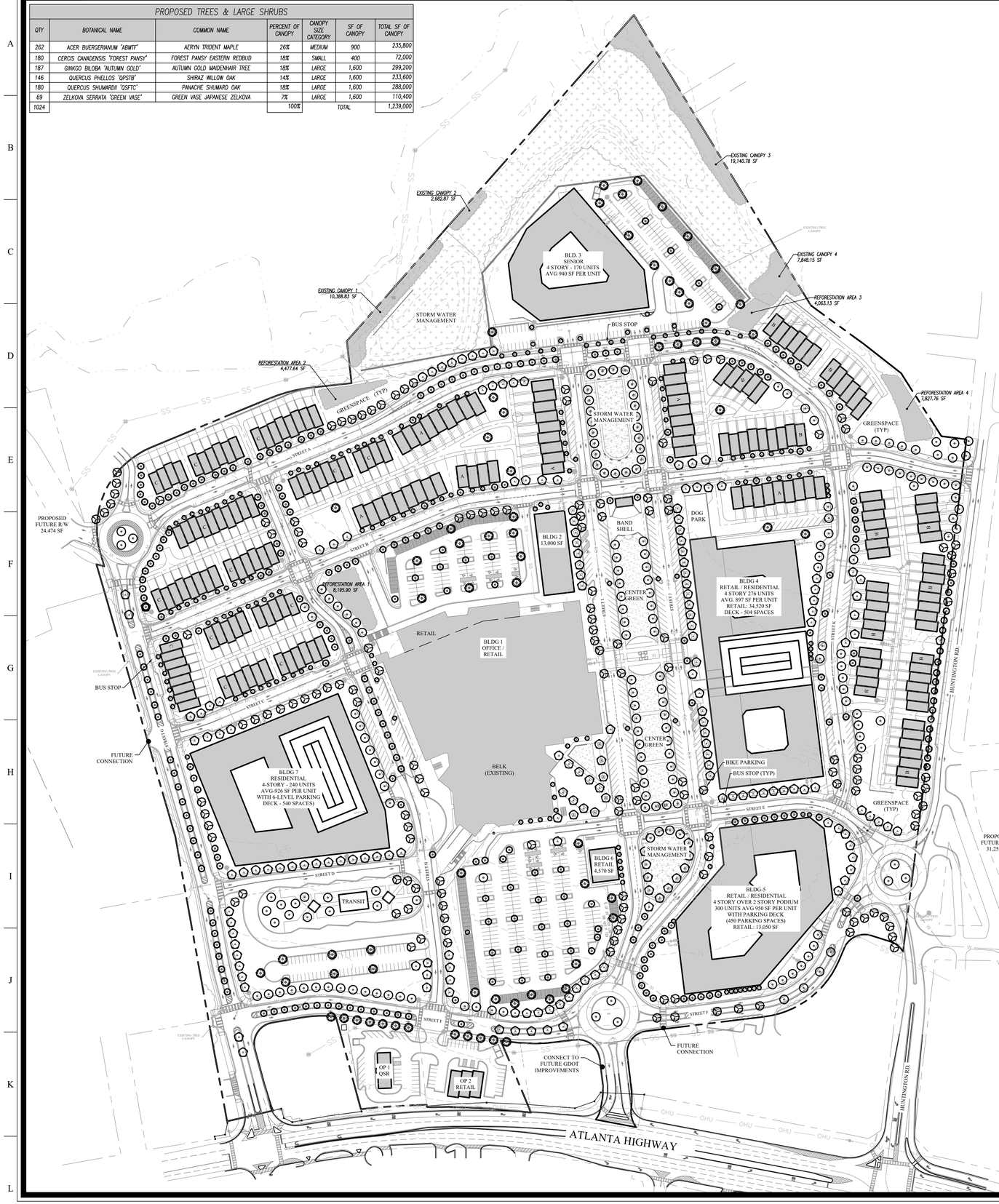
MASTER PLAN (SOUTH)

PD-104

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PROPOSED TREES & LARGE SHRUBS

QTY	BOTANICAL NAME	COMMON NAME	PERCENT OF CANOPY	CANOPY SIZE CATEGORY	SF OF CANOPY	TOTAL SF OF CANOPY
262	ACER BUERGERIANUM 'ABMTF'	AERYN TRIDENT MAPLE	26%	MEDIUM	900	235,800
180	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY EASTERN REDBUD	18%	SMALL	400	72,000
187	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD MAIDENHAIR TREE	18%	LARGE	1,600	299,200
146	QUERCUS PHELLOS 'QPSTB'	SHIRAZ WILLOW OAK	14%	LARGE	1,600	233,600
180	QUERCUS SHUMARDII 'QSFTC'	PANACHE SHUMARD OAK	18%	LARGE	1,600	288,000
69	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE JAPANESE ZELKOVA	7%	LARGE	1,600	110,400
1024			100%	TOTAL		1,239,000



TREE CANOPY CALCULATIONS

TOTAL PROJECT ACREAGE: 74.772 ACRES (3,257,068.00 SF.)
FUTURE ROW: 1.378 ACRES (58,729.00 SF.)
NET SITE ACREAGE: 73.42 ACRES (3,198,378.00 SF.)

ZONING: C-G-PD

REQUIRED CONSERVED TREE CANOPY: 10% OF NET SITE (325,706 SF.)

PROPOSED CONSERVED TREE CANOPY: 40,060 SF. OR 1.23% OF NET SITE
(FOUR TREE GROUPS)

PROPOSED PLANTED CANOPY: 1,263,564 SF. OR 38.79% OF NET SITE
INDIVIDUAL PLANTED TREES 1,239,000 SF.
REFORESTATION AREAS 24,564 SF.

REQUIRED TOTAL TREE CANOPY (CONSERVED & PLANTED): 40% OF NET SITE

TOTAL PROPOSED TREE CANOPY (CONSERVED & PLANTED):
1,303,625 SF. OR 40.02% OF NET SITE

LANDSCAPE CALCULATIONS

REQUIRED TOTAL LANDSCAPED AREA: 25%
PROPOSED TOTAL LANDSCAPE AREA: 1,210,297.00 SF. (37.16% OF NET SITE)

STREET TREES:
REQUIRED: 1 TREE PER 30' FRONTAGE PER SECTION 8-7-15.K
STREET A: 3246.38 LF. FRONTAGE = 108.21 REQUIRED
133 PROPOSED
STREET B: 3515.54 LF. FRONTAGE = 117.18 REQUIRED
117 PROPOSED
STREET C: 836.06 LF. FRONTAGE = 27.87 REQUIRED
28 PROPOSED
STREET D: 798.92 LF. FRONTAGE = 26.63 REQUIRED
23 PROPOSED
STREET E: 1058.26 LF. FRONTAGE = 35.28 REQUIRED
38 PROPOSED
STREET F: 2738.34 LF. FRONTAGE = 91.28 REQUIRED
104 PROPOSED
STREET G: 1096.1 LF. FRONTAGE = 36.54 REQUIRED
70 PROPOSED
STREET H: 2180.42 LF. FRONTAGE = 72.68 REQUIRED
82 PROPOSED
STREET I: 2530.6 LF. FRONTAGE = 84.53 REQUIRED
88 PROPOSED
STREET J: 2618.12 LF. FRONTAGE = 87.27 REQUIRED
97 PROPOSED
STREET K: 1434.36 LF. FRONTAGE = 47.81 REQUIRED
59 PROPOSED
HUNTINGTON ROAD: 3862.53 LF. FRONTAGE = 28.75 REQUIRED
34 PROPOSED

PARKING LOT TREES:
REQUIRED: 1 PER 7 STANDARD PARKING SPACES
1004 PROPOSED SPACES/7 = 143.43 REQUIRED TREES
143 PROPOSED TREES

QUANTITIES AND PERCENTAGES ARE PROVIDED FOR PERMITTING PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES BEFORE PROVIDING A PROPOSED PRICE FOR SCOPE OF WORK TO BE PERFORMED. IF ANY DISCREPANCIES ARE FOUND, PLEASE REPORT TO W&A ENGINEERING IMMEDIATELY.

FOR SITE COVERAGE PERCENTAGES, SEE MASTER PLAN.
FOR TREE MANAGEMENT CALCULATIONS, SEE TREE MANAGEMENT PLAN.

PLANTING MATERIALS NOTE

ALL TREE SIZES TO BE AS FOLLOWS:
DECIDUOUS TREES – 2" CALIPER
MULTI-TRUNK TREES – 1" CALIPER PER TRUNK
EVERGREEN TREES – 8' IN HEIGHT

MINIMUM DISTANCES IN FEET REQUIRED BETWEEN TREES & STRUCTURES OR INFRASTRUCTURE BY TREE CANOPY SIZE CATEGORY

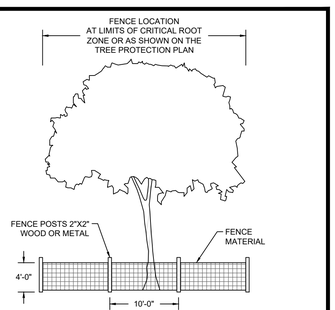
STRUCTURE/ INFRASTRUCTURE DESCRIPTION	TREE CANOPY SIZE CATEGORY FROM THE ACC TREE SPECIES LIST			
	LARGE	MEDIUM	SMALL	VERY SMALL
STREET INTERSECTION, MEASURED FROM THE ROW BOUNDARY	35	35	35	35
TRAFFIC SIGNS	20	20	20	20
LIGHT POLES	20	20	15	15
OVERHEAD UTILITIES	30	20	0	0
UNDERGROUND UTILITIES	5	5	5	5
MAILBOXES	5	5	5	5
FH, ELECTRICAL BOXES, WM	5	5	5	5
CURB, SIDEWALK, EOP	3.5	3	2	2
BUILDINGS	15	10	5	5

PLANT LEGEND

- TRIDENT MAPLE
- EASTERN REDBUD
- MAIDENHAIR TREE
- WILLOW OAK
- SHUMARD OAK
- JAPANESE ZELKOVA

TREE MANAGEMENT PLAN NOTES

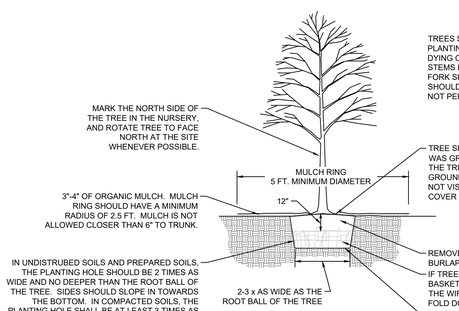
1. ALL EXISTING UTILITIES ARE SHOWN AS LOCATED ON AN SURVEY FOR: THE LEAVEN GROUP BY ABE CONSULTING. LOCATIONS SHOULD BE VERIFIED BY CONTRACTOR AT TIME OF CONSTRUCTION.
2. SEE TREE CANOPY CALCULATIONS FOR EXISTING ON SITE TREE GROUPS OR INDIVIDUAL TREES TO BE CONSERVED.
3. TREE PLANTINGS SHALL BE IN ACCORDANCE WITH ALL ACC TREE ORDINANCES AS WELL AS ANY THAT MAY BE REQUIRED BY STATE & FEDERAL AUTHORITIES AT THIS TIME.
4. NO TREES WITH A DBH GREATER THAN 2" ARE LOCATED IN THE R/W.
5. TREES PLANTED OR CONSERVED TO MEET CODE REQUIREMENTS SHALL NOT BE REMOVED WITHOUT PRIOR APPROVAL OF THE ACC ARBORIST OR FORESTER.
6. THE ACC ARBORIST OR FORESTER MUST INSPECT THE INSTALLATION OF TREE PROTECTION FENCING PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY, INCLUDING DEMOLITION (WHEN PROPOSED). TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL CONSTRUCTION ACTIVITIES END OR A CERTIFICATE OF OCCUPANCY IS ISSUED, WHICHEVER IS LATER. CONTRACTOR TO COORDINATE INSPECTION.
7. NO VEHICLE OR EQUIPMENT TRAFFIC, PARKING OR STORAGE OF MATERIALS IS ALLOWED WITHIN THE TREE PROTECTION AREA NOR WITHIN 10' OF THE TRUNK ANY CONSERVED TREE.
8. TREES PLANTED TO MEET DEVELOPMENT REQUIREMENTS SHOULD BE WATERED THROUGHOUT THE GROWING SEASON TO THE EQUIVALENT OF 1" OF WATER PER WEEK.
9. STAKING MATERIALS SHOULD BE REMOVED WITHIN ONE YEAR OF PLANTING.
10. BURLAP (AND ALL OTHER MATERIALS) MUST BE REMOVED FROM AT LEAST THE TOP 12" OF THE ROOT BALL AND TREE SHOULD BE PLANTED SO THAT TRUNK FLARE IS VISIBLE ABOVE THE GROUND.
11. PLANTED TREES SHOULD BE MULCHED IMMEDIATELY AFTER PLANTING. MULCH IS NOT ALLOWED CLOSER THAN 6" TO THE TRUNK FLARE.
12. ALL PLANTINGS SHALL BE INSTALLED ACCORDING TO SECTION 8-7-19 OF THE ATHENS-CLARKE COUNTY CODE OF ORDINANCES.
13. ALL EXISTING TREES THAT HAVE BEEN DESIGNATED FOR CONSERVATION MUST BE PROTECTED IN ACCORDANCE WITH 8-7-19. ALL TREE PROTECTION FENCE(S) TO BE INSTALLED PRIOR TO ANY DEMOLITION ACTIVITIES.
14. FORESTED AREAS CONTRIBUTING TOWARDS CONSERVED TREE CANOPY AND CONSERVATION CREDIT MUST REMAIN IN THEIR NATURAL, UNDISTURBED CONDITION. CLEARING OF UNDERBRUSH IS NOT PERMITTED, EXCEPT FOR THE REMOVAL OF INVASIVE SPECIES.
15. THIS SHEET SHOWS PROPOSED TREES, BUT NOT ALL PROPOSED LANDSCAPING. SEE THE PLANT LISTS ON THE LANDSCAPE PLAN FOR TOTAL REQUIRED ONSITE PLANTINGS, INCLUDING REQUIRED LANDSCAPE BUFFERS AND SCREENING.
16. THERE ARE EXISTING FORESTED AREAS ON THIS SITE, NO INDIVIDUAL TREES HAVE BEEN INVENTORIED AND THEREFORE ARE NOT COUNTED AS SUCH IN THE CALCULATIONS.
17. THERE ARE AREAS ON SITE DESIGNATED FOR FOREST REGENERATION.
18. ALL TREES GREATER THAN 2" DBH WHICH FALL OUTSIDE OF THE DEVELOPMENT AREAS WILL BE SAVED ON THE SITE. THE DEVELOPMENT AREAS WILL BE FURTHER DEFINED BY CONSTRUCTION PLANS.
19. TREES LOCATED WITHIN SIGHT TRIANGLES WILL BE LIMBED UP TO 8' CLEARANCE PER CODE REQUIREMENTS.
20. STREET TREES PLANTED IN TREE WELLS WILL BE DESIGNED TO INCLUDE THE APPROPRIATE VOLUME OF STRUCTURAL SOIL TO MEET SOIL AREA REQUIREMENTS.



ACTIVE TREE PROTECTION AREA SIGN STANDARDS:

PRIOR TO ANY LAND DEVELOPMENT OR LAND DISTURBANCE ACTIVITY AND AFTER TREE PROTECTION FENCING IS INSTALLED AROUND ANY CONSERVED TREES OR TREE CONSERVATION AREA, TREE PROTECTION AREA SIGNS SHALL BE INSTALLED. SIGNS SHALL BE INSTALLED ALONG THE PERIMETER OF ALL TREE PROTECTION ZONES AT LEAST EVERY 50 FEET AND SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING TEXT: "TREE PROTECTION AREA, ENTRY PROHIBITED, NO CONSTRUCTION ACTIVITY, MATERIALS OR EQUIPMENT STORAGE, EQUIPMENT WASHOUT, OR VEHICLE TRAFFIC ALLOWED". THE SIGN SHALL BE FABRICATED OUT OF A STURDY MATERIAL, SHALL BE AT LEAST 18 INCHES WIDE BY 24 INCHES HIGH, AND SHALL BE PLACED ON A STURDY POST WITH THE BOTTOM OF THE SIGN AT A MINIMUM HEIGHT OF 30 INCHES ABOVE THE GROUND. THE SIGNS MUST REMAIN PRESENT AT ALL TIMES DURING CONSTRUCTION.

DT219 TREE PROTECTION FENCE
REV: 7/7/17
NTS



SOIL PREPARATION NOTES:

1. SOIL WITHIN THE OPEN SOIL SURFACE AREA SHALL BE WELL AERATED TO A DEPTH OF EIGHT INCHES, EXCEPT THAT IN TREE PLANTING ISLANDS SURROUNDED BY PAVEMENT, IT SHALL BE WELL AERATED TO A DEPTH OF 18 INCHES.
2. THE SOIL SHALL CONTAIN AT LEAST 5% ORGANIC MATTER.
3. SOIL PH SHALL BE WITHIN THE RANGE OF 5.8 TO 7.0.

DT220
TREE PLANTING – B&B OR CONTAINER GROWN TREES
DT220 TREE PLANTING - B&B OR CONTAINER GROWN TREES
PLANTING SHOULD FOLLOW ALL STANDARDS FOUND IN SECTION 8-7-19 OF THE ATHENS-CLARKE COUNTY UNIFIED CODE OF ORDINANCES.
NTS

SCALE 1" = 120' 0 60 120 240

W&A Engineering
CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING - SURVEYING
ECONOMIC DEVELOPMENT
355 Oneta Street, Suite D100
Athens, GA 30601
P: (706) 310-0400 • F: (706) 310-4011
waengineering.com

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

GEORGIA SQUARE MALL REDEVELOPMENT

CLARKE COUNTY, GA

3700 ATLANTA HWY - 74.772 ACRES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: 10/28/2022

ISSUANCE DATE: 10/28/2022

GEORGIA REGISTERED LANDSCAPE ARCHITECT SCOTT A. HAINES 10/28/2022

W&A PROJECT #: 220246

TREE MANAGEMENT PLAN

L201

X:\Projects\2022\220246-Georgia Square Mall Redevelopment\Design\Rezone\TMP-220246.dwg 10-28-22 04:13:03 AM sbowder

GEORGIA SQUARE MALL REDEVELOPMENT CONCEPT PLAN

10/19/2022

SCALE 1" = 60' 30 60 120

N W E S

W&A Engineering

CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING · SURVEYING
ECONOMIC DEVELOPMENT

William & Claudette Sheg Living Trust
TP# 073 016R
PB 20 pg 256
Zoned: C-G

Susan R. Neto
TP# 073 016P
DB 4806 pg 194
CPB 1 pg 211
Zoned: C-G

Double Tree Place Condominium
(Private Road)
TP# 073 016W
Zoned: C-G

Limits of 100 Year Flood Plain as per F.I.R.M.#s 13059C 0022D dated 4-2-2007 and 13059C 0023E dated 9-30-2016

Lake Meeler Homeowners Association, Inc.
TP# 071 008
DB 4666 pg 91
Zoned: C-G

181 PARKING SPACES

BLD. 3
SENIOR
4 STORY - 170 UNITS
AVG 940 SF PER UNIT

FP

STORM WATER MANAGEMENT

BUS STOP

Double Tree Place Condominium
(Private Road)
TP# 073 016W
Zoned: C-G

Park Place Condominiums

GREENSPACE (TYP)

STORM WATER MANAGEMENT

GREENSPACE (TYP)

PHASE 2

116 PARKING SPACES

BLDG 2
13,000 SF

BAND SHELL

DOG PARK

BLDG 4
RETAIL / RESIDENTIAL
4 STORY 276 UNITS
AVG. 897 SF PER UNIT
RETAIL: 34,520 SF
DECK - 504 SPACES

CENTER GREEN

140 PARKING SPACES

56 PARKING SPACES

HUNTINGTON RD.

RETAIL

BLDG 1
OFFICE / RETAIL

PHASE 1A

30 PARKING SPACES

CENTER GREEN

BLDG 7
RESIDENTIAL
4-STORY - 240 UNITS
AVG-926 SF PER UNIT
WITH 6-LEVEL PARKING
DECK - 540 SPACES)

BELK
(EXISTING)

GREENSPACE (TYP)

PROPO
FUTURE
31,255

Meadowland Apartments of Clarke
TP# 073 015G
DB 439 pg 593
Zoned: RM-1

276 PARKING SPACES

BLDG 6
RETAIL
4,570 SF

STORM WATER MANAGEMENT

BLDG-5
RETAIL / RESIDENTIAL
4 STORY OVER 2 STORY PODIUM
300 UNITS AVG 950 SF PER UNIT
WITH PARKING DECK

PHASE 2 OR 3

PHASE 1B

Hekademia Inc., LLC
TP# 073 015E
DB 4549 pg 92
Zoned: C-G

TODA Management, LLC
TP# 073 016N
DB 4881 pg 303
Zoned: C-G

PHASE 2 OR 3

OP 2
RETAIL

Prime Commercial Group, LLC
TP# 073 016V
DB 3740 pg 345
Zoned: C-G

KDI Athens Mall, LLC
TP# 073 016Q
DB 4138 pg 207
Zoned: C-G

Racetrack Petroleum, Inc.
TP# 073 015F
DB 424 pg 135
Zoned: C-G

OHU

ATLANTA HIGHWAY

HUNTINGTON RD.

GEORGIA SQUARE MALL REDEVELOPMENT CONCEPT PLAN

10/25/2022

BUILDING USE LEGEND

- RETAIL
- SENIOR RESIDENTIAL
- MULTI-USE RESIDENTIAL
- TRANSIT
- RESIDENTIAL
- OFFICE/RETAIL

BLD. 3
SENIOR
4 STORY - 170 UNITS
AVG 940 SF PER UNIT

STORM WATER MANAGEMENT

GREENSPACE (TYP)

STORM WATER MANAGEMENT

GREENSPACE (TYP)

BLDG 2
13,000 SF

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4 STORY 276 UNITS
AVG. 897 SF PER UNIT
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DECK - 504 SPACES

BLDG 1
OFFICE / RETAIL

HUNTINGTON RD.

CENTER GREEN

BELK
(EXISTING)

BLDG 7
RESIDENTIAL
4-STORY - 240 UNITS
AVG-926 SF PER UNIT
WITH 6-LEVEL PARKING
DECK - 540 SPACES)

GREENSPACE (TYP)

STORM WATER MANAGEMENT

BLDG 6
RETAIL
4,570 SF

BLDG-5
RETAIL / RESIDENTIAL
4 STORY OVER 2 STORY PODIUM
300 UNITS AVG 950 SF PER UNIT
WITH PARKING DECK
(450 PARKING SPACES)
RETAIL: 13,050 SF

TRANSIT

OP 1
QSR

OP 2
RETAIL

HUNTINGTON RD.

ATLANTA HIGHWAY

SCALE 1" = 200' 0 100 200 400

GEORGIA SQUARE MALL REDEVELOPMENT PEDESTRIAN CIRCULATION PLAN

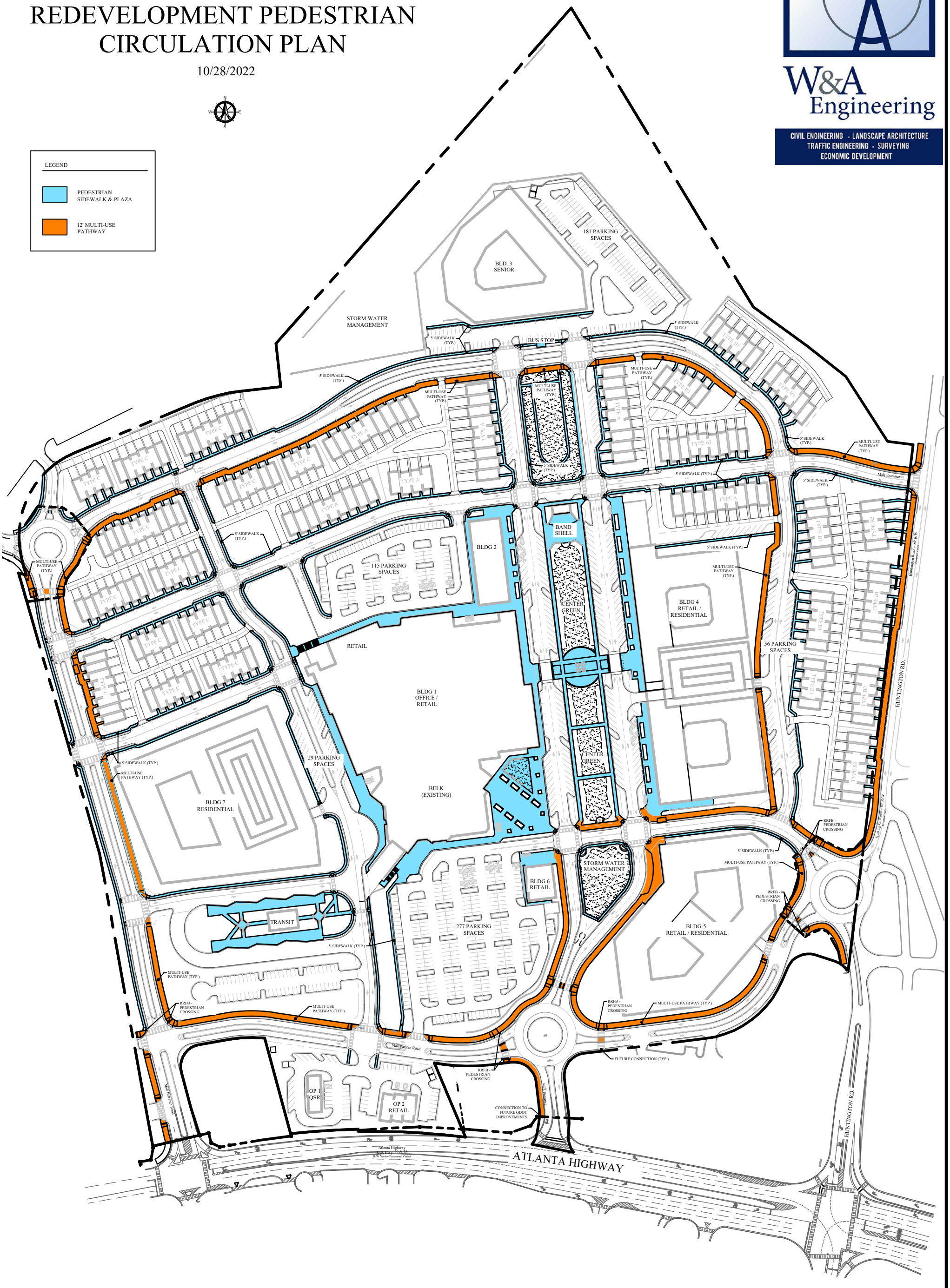
10/28/2022

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TRAFFIC ENGINEERING · SURVEYING
ECONOMIC DEVELOPMENT

LEGEND

- PEDESTRIAN SIDEWALK & PLAZA
- 12' MULTI-USE PATHWAY



SCALE 1" = 60'

30 60 120

GEORGIA SQUARE MALL REDEVELOPMENT CONCEPT PLAN

10/19/2022

SCALE 1" = 60'

30 60 120

N W E S

Limits of 100 Year Flood Plain as per F.I.R.M.#s 13059C 0022D dated 4-2-2007 and 13059C 0023E dated 9-30-2016

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TP# 073 016V
DB 3740 pg 345
Zoned: C-G

KDI Athens Mall, LLC
TP# 073 016D
DB 4138 pg 207
Zoned: C-G

FP

SS

OHU

181 PARKING SPACES

BLD. 3
SENIOR
4 STORY - 170 UNITS
AVG 940 SF PER UNIT

STORM WATER MANAGEMENT

BUS STOP

GREENSPACE (TYP)

STORM WATER MANAGEMENT

PHASE 2

BLDG 2
13,000 SF

116 PARKING SPACES

BAND SHELL

DOG PARK

CENTER GREEN

BLDG 4
RETAIL / RESIDENTIAL
4 STORY 276 UNITS
AVG. 897 SF PER UNIT
RETAIL: 34,520 SF
DECK - 504 SPACES

140 PARKING SPACES

56 PARKING SPACES

HUNTINGTON RD.

RETAIL

BLDG 1
OFFICE / RETAIL

PHASE 1A

30 PARKING SPACES

BELK
(EXISTING)

CENTER GREEN

BLDG 7
RESIDENTIAL
4-STORY - 240 UNITS
AVG-926 SF PER UNIT
WITH 6-LEVEL PARKING
DECK - 540 SPACES)

GREENSPACE (TYP)

276 PARKING SPACES

BLDG 6
RETAIL
4,570 SF

STORM WATER MANAGEMENT

BLDG-5
RETAIL / RESIDENTIAL
4 STORY OVER 2 STORY PODIUM
300 UNITS AVG 950 SF PER UNIT
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PHASE 2 OR 3

PHASE 1B

PHASE 2 OR 3

OP 2
RETAIL

ATLANTA HIGHWAY

PROPO
FUTURE
31,255

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CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING · SURVEYING
ECONOMIC DEVELOPMENT

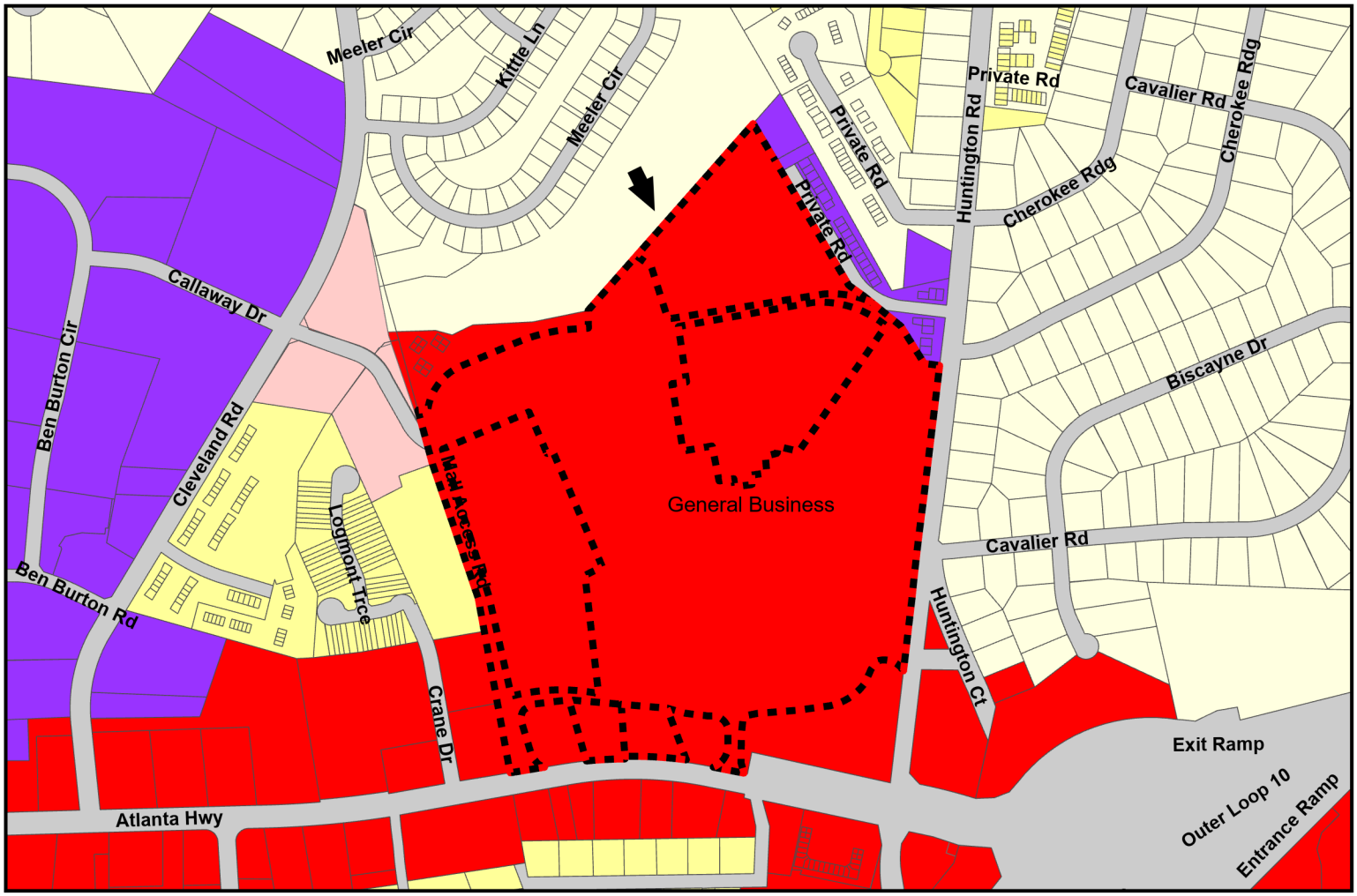
AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **AMENDING THE OFFICIAL FUTURE LAND USE MAP OF ATHENS-CLARKE COUNTY BY CHANGING THE DESIGANTION OF 74.8 ACRES OF LAND LOCATED AT 3700, 3706, 3708, 3710 ATLANTA HIGHWAY FROM "EMPLOYMENT CENTER & GENERAL BUSINESS" TO "GENERAL BUSINESS"**; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The Official Land Use Map referred to in the Zoning Ordinance of Athens-Clarke County, Georgia, as specifically identified in Section 9-3-3(A)(2) thereof, is hereby amended by changing the future land use designation on 74.8 acres of land located at 3700, 3706, 3708, 3710, County tax parcel numbers 073 016, 073 016F, 073 016J, 073 016K, 073 016S, and 073 016T, from "Employment Center & General Business" to "General Business," as more fully shown on Exhibit A, attached hereto and incorporated herein by reference.

The date of this amendment to the Official Land Use Map of Athens-Clarke County as shown by Exhibit A shall be duly noted in the minutes of the Commission meeting. The Official Land Use Map and Exhibit A hereto are available for inspection in said Clerk's Office, 301 College Avenue, Athens, Georgia.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.



Legend

- County Boundary
- City Boundary
- Parcel Boundary
- Building Footprint
- School
- A-CC Owned Parks and Open Space
- Other Parks and Open Space
- Transportation,Communication and Utilities
- Airport Hazard Zone
- Railroad
- Rails to Trails
- Proposed Road Widening
- Proposed New Road
- Intersection Realignment

AC The Official Future Land Use Map

of Athens-Clarke County, Georgia

Descriptions

- General Business
- Downtown
- Main Street Business
- Employment Center
- Government
- Mixed- Density Residential
- Traditional Neighborhood
- Single Family Residential
- Rural

EXHIBIT A **MAP 532A**	**PD-2021-12-3752** **MASTER PLANNED DEVELOPMENT** **3700, 3706, 3708 & 3710 ATLANTA HIGHWAY** ***Scott Haines / W&A Engineering*** ***Athens Construction Group Property Holdings, LLC / KDI Athens Mall, LLC / KDI Anchor, LLC / KDI Athens Outparcels, LLC***	N 0 400 Feet
FROM: **Employment & General Business** TO: **General Business**		
TAX PARCEL # *073 016, 016F, 016J, 016K, 016S & 016T*	PLANNING COMMISSION MEETING DATE *December 8, 2022*	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE *February 7, 2023*

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **REZONING SIX PARCELS OF LAND COMPRISING 74.8 ACRES LOCATED AT 3700, 3706, 3708, 3710 ATLANTA HIGHWAY FROM C-G, (COMMERCIAL-GENERAL) TO C-G (PD) (COMMERCIAL GENERAL, PLANNED DEVELOPMENT);** AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The map constituting the component part of the Zoning Ordinance of Athens-Clarke County, Georgia, by virtue of and in compliance with Section 9-3-3 and Section 9-3-6 thereof, is hereby amended by changing the zoning of six parcels of land comprising 74.8 acres located at 3700, 3706, 3708 and 3710 Atlanta Highway from C-G (Commercial-General) to C-G (PD) (Commercial-General, Planned Development) as shown on Attachment A hereto. Said affected parcels of land being more fully described in the master plan entitled "Georgia Square Mall Redevelopment", said site plan having an initial issue date of October 28, 2022, and being last revised November 3, 2022, prepared by W&A Engineering, and being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia.

The parcels comprising the subject 74.8 acre tract of land are also known as parcel numbers 073 016, 073 016F, 073 016J, 073 016K, 073 016S, and 073 016T on the Athens-Clarke County tax maps, being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A shall be noted on said Official Zoning Map in the Clerk of Commission's Office at 301 College Avenue, Athens, Georgia, and duly noted in the minutes of the Commission meeting.

SECTION 2. The binding master site plan associated with this ordinance and incorporated herein by reference consists of four sheets in total, with each sheet being titled and numbered in the lower right hand corner and stamped "Binding 1-11-23". The respective title, sheet number and date of each sheet is listed below:

Sheet Title	Sheet Number	Date
Master Plan (overall)	PD-102	11/3/2022
Master Plan (north)	PD-103	11/3/2022
Master Plan (south)	PD-104	11/3/2022
Tree Management Plan	L201	10/28/2022

The binding written report associated with this ordinance consists of nine type written pages in total entitled "Master Planned Development Application Report" dated December 12, 2022, as well as 31 pages of the document described as "Georgia Square Mall Redevelopment Concept Plan" with cover page dated 10/19/2022 and stamped "Binding 1-11-2023". Said report is on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia.

SECTION 3. The following conditions of zoning are associated with this ordinance:

(1) The applicant must amend the plan to correct the following code compliance issues:
    a. The applicant does not show that the apartments are complying with the 450' minimum square footage requirement of Section 9-15-15.
    b. The townhomes do not use enough design features to comply with Section 9-25-8(B)1.
    c. The townhomes do not have enough side fenestration to comply with Section 9-25-8(B)4.
    d. No children's play area was designed as required in Section 9-25-8(C)7.c.
    e. The plan does not comply with the plaza coverage and design requirements of Section 9-25-8(F)2.
    f. The site plan does not match the elevations shown for the mixed-use buildings nor the senior housing. The façade offsets shown on the elevations are not shown in the site plan, and the building shapes on the site plan are not reflected in the elevations. The elevations on some of the buildings do not match from one cardinal direction view to the next.
    g. Applicant showed retaining walls but did not specify which ones would be greater than four feet high.
(2) The architecture can be amended administratively with Staff review and approval.
(3) Public dedication of the north/south street running along the western edge of the property between Marilyn Farmer Way and Atlanta Hwy and at least one of the east/west streets connecting Huntington Rd with this north/south street can be considered without amending the planned development.
(4) The applicant must provide a publicly accessible bike and pedestrian connection between the center green and the parallel street running between Building 4 and the townhomes.
(5) Building 3 shall be modified to provide direct pedestrian connection from the building to the street by removing the parking strip.
(6) Phase 2, as shown, on the Redevelopment Concept Plan, dated 10-19-22, shall be approved with the density proposed in this application, but should be afforded an opportunity to be redesigned to reduce building scale and incorporate a wider variety of "Missing Middle" housing types with Staff approval.
(7) Greens (including the dual purpose stormwater greens) shall be designed to incorporate public art and other programmed design elements to encourage pedestrian use of these spaces.
(8) The submittal shall be amended to comply with the following Public Works requirements:
    a. The proposed location of the Huntington Rd roundabout creates a potential hazard due to the location of the existing ATM driveway in the northbound Huntington Rd exit lane, very close to the circle itself. Either the roundabout or the driveway needs to be shifted to achieve more separation or perhaps bring the driveway directly in to the roundabout.

b. The binding plan needs to note that the Marilyn Farmer Way roundabout and the Huntington Road roundabout pavements will meet ACC paving standards for a major collector.
c. Include a TIA including the intersection of Atlanta Highway at Cleveland Road. The TIA must include remedies for any drop in LOS of the affected intersections.

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

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **REZONING SIX PARCELS OF LAND COMPRISING 74.8 ACRES LOCATED AT 3700, 3706, 3708, 3710 ATLANTA HIGHWAY FROM C-G, (COMMERCIAL-GENERAL) TO C-G (PD) (COMMERCIAL GENERAL, PLANNED DEVELOPMENT);** AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The map constituting the component part of the Zoning Ordinance of Athens-Clarke County, Georgia, by virtue of and in compliance with Section 9-3-3 and Section 9-3-6 thereof, is hereby amended by changing the zoning of six parcels of land comprising 74.8 acres located at 3700, 3706, 3708 and 3710 Atlanta Highway from C-G (Commercial-General) to C-G (PD) (Commercial-General, Planned Development) as shown on Attachment A hereto. Said affected parcels of land being more fully described in the master plan entitled "Georgia Square Mall Redevelopment", said site plan having an initial issue date of October 28, 2022, and being last revised November 3, 2022, prepared by W&A Engineering, and being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia.

The parcels comprising the subject 74.8 acre tract of land are also known as parcel numbers 073 016, 073 016F, 073 016J, 073 016K, 073 016S, and 073 016T on the Athens-Clarke County tax maps, being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A shall be noted on said Official Zoning Map in the Clerk of Commission's Office at 301 College Avenue, Athens, Georgia, and duly noted in the minutes of the Commission meeting.

SECTION 2. The binding master site plan associated with this ordinance and incorporated herein by reference consists of four sheets in total, with each sheet being titled and numbered in the lower right hand corner and stamped "Binding 1-11-23". The respective title, sheet number and date of each sheet is listed below:

Sheet Title	Sheet Number	Date
Master Plan (overall)	PD-102	11/3/2022
Master Plan (north)	PD-103	11/3/2022
Master Plan (south)	PD-104	11/3/2022
Tree Management Plan	L201	10/28/2022

The binding written report associated with this ordinance consists of nine type written pages in total entitled "Master Planned Development Application Report" dated December 12, 2022, as well as 31 pages of the document described as "Georgia Square Mall Redevelopment Concept Plan" with cover page dated 10/19/2022 and stamped "Binding 1-11-2023". Said report is on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W. Dougherty Street, Athens, Georgia.

SECTION 3. The following conditions of zoning are associated with this ordinance:

(1) The applicant must amend the plan to correct the following code compliance issues:
   a. The applicant does not show that the apartments are complying with the 450' minimum square footage requirement of Section 9-15-15.
   b. The townhomes do not use enough design features to comply with Section 9-25-8(B)1.
   c. The townhomes do not have enough side fenestration to comply with Section 9-25-8(B)4.
   d. No children's play area was designed as required in Section 9-25-8(C)7.c.
   e. The plan does not comply with the plaza coverage and design requirements of Section 9-25-8(F)2.
   f. The site plan does not match the elevations shown for the mixed-use buildings nor the senior housing. The façade offsets shown on the elevations are not shown in the site plan, and the building shapes on the site plan are not reflected in the elevations. The elevations on some of the buildings do not match from one cardinal direction view to the next.
   g. Applicant showed retaining walls but did not specify which ones would be greater than four feet high.

(2) The applicant shall request a waiver for exceeding the 3-acre block maximum of Section 9-25-8(C)3.

(3) The architecture can be amended administratively with Staff review and approval.

(4) Public dedication of the north/south street running along the western edge of the property between Marilyn Farmer Way and Atlanta Hwy and at least one of the east/west streets connecting Huntington Rd with this north/south street can be considered without amending the planned development.

(5) The applicant must provide a publicly accessible bike and pedestrian connection between the center green and the parallel street running between Building 4 and the townhomes.

(6) Building 3 shall be modified to provide direct pedestrian connection from the building to the street by removing the parking strip.

(7) Phase 2, as shown, on the Redevelopment Concept Plan, dated 10-19-22, shall be approved with the density proposed in this application, but should be afforded an opportunity to be redesigned to reduce building scale and incorporate a wider variety of "Missing Middle" housing types with Staff approval.

(8) Greens (including the dual purpose stormwater greens) shall be designed to incorporate public art and other programmed design elements to encourage pedestrian use of these spaces.

(9) The submittal shall be amended to comply with the following Public Works requirements:
   a. The proposed location of the Huntington Rd roundabout creates a potential hazard due to the location of the existing ATM driveway in the northbound Huntington Rd exit lane, very close to the circle itself. Either the roundabout or the driveway needs to be shifted to achieve more separation or perhaps bring the driveway directly in to the roundabout.
   b. The binding plan needs to note that the Marilyn Farmer Way roundabout and the Huntington Road roundabout pavements will meet ACC paving standards for a major collector.
   c. Include a TIA including the intersection of Atlanta Highway at Cleveland Road. The TIA must include remedies for any drop in LOS of the affected intersections.

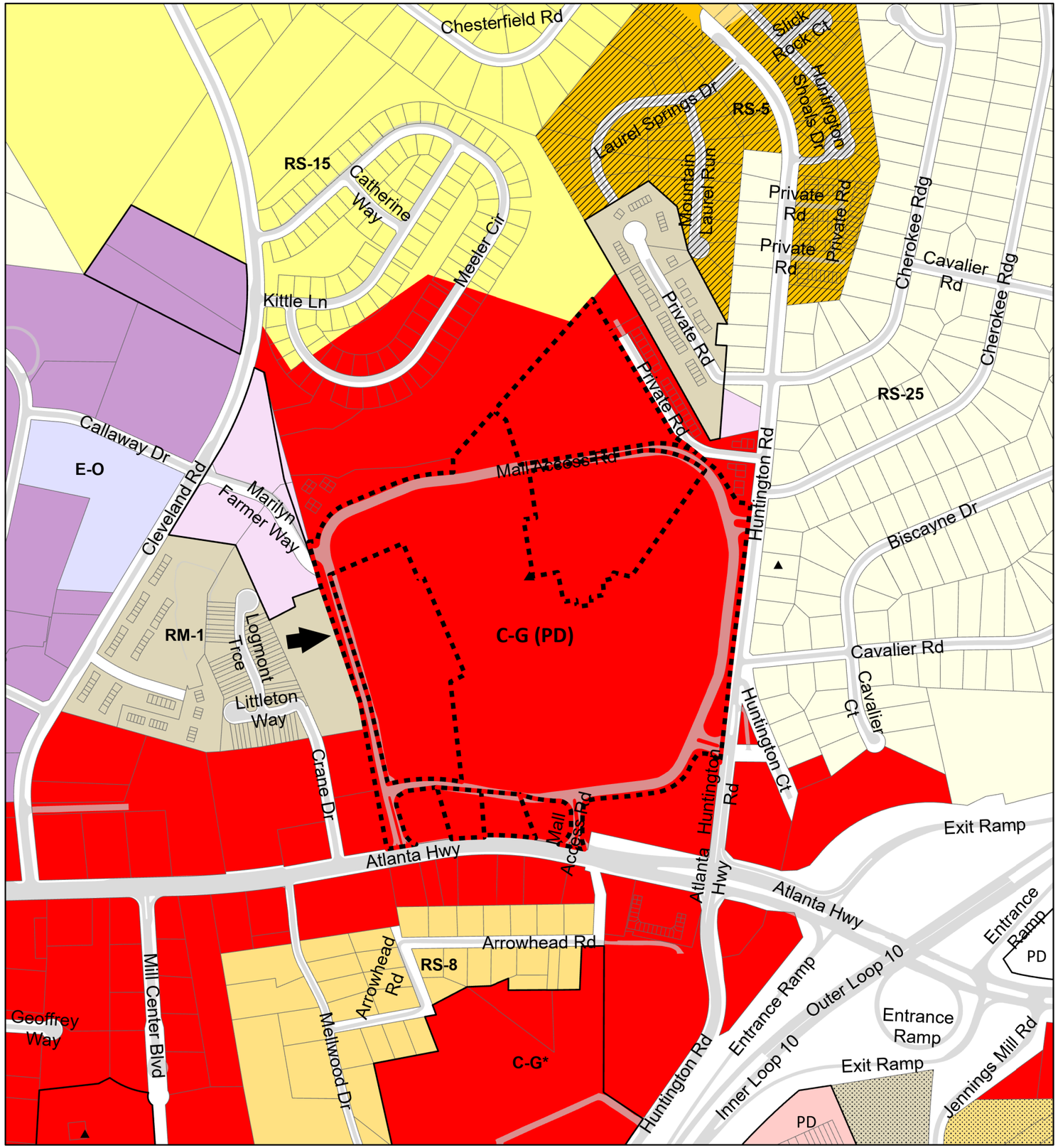
(10) The affordable housing component of the Planned Development shall be amended to reflect that ten (10) percent of the multi-family units shall be Affordable Housing Units reserved for Income Eligible Residents earning in the aggregate no more than sixty percent (60%) of AMI. The published income limits will be adjusted by household size. The income limits will be adjusted annually according to the HUD published limits. To that end, no fewer than the number of multifamily units in the Project set forth in the table below shall be Affordable Housing Units, pursuant to the terms and conditions of a Land Use Restriction Agreement (i.e., the "**LURA**") in substantially the form attached hereto as "Attachment 1" and incorporated herein by reference. Capitalized terms used but not defined in this Schedule but which are defined in the LURA shall have the same meaning herein as therein. Each Phase of the Project shall have no few than the number of Affordable Housing Units allocated to it in in the table below. The table is as follows:

PHASES	**AFFORDABLE HOUSING UNITS ALLOCATED TO PHASE**
PHASE 1	446
PHASE 2	300
PHASE 3	240
PRO FORMA TOTAL MULTIFAMILY UNITS IN THE PROJECT	**986**
TOTAL AFFORDABLE UNITS	**99 (10%)**

Each such Affordable Unit in a Phase will be made available for a period of time not less than twenty (20) years following the date on which the last multifamily building of a Phase receives a permanent certificate of occupancy (each, an "Affordable Housing Compliance Period"), to Income Eligible Residents as defined in the LURA. Such requirements shall be referred to with respect to each Phase as the "Affordable Housing Requirements." The LURA shall be recorded in the Athens-Clarke County land

records in customary fashion upon the submission of the initial Requisition and shall be recorded only against the applicable parcel on which such units are constructed.

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



The Official Zoning Map
of Athens-Clarke County

Legend

- P, Parks
- IN, Institutional
- C-G, Commercial-General
- C-D, Commercial-Downtown
- C-N, Commercial-Neighborhood
- C-O, Commercial-Office
- C-R, Commercial-Rural
- E-I, Employment-Industrial
- E-O, Employment-Office
- G, Government
- I, Industrial
- AR, Agricultural Residential *(1 unit per 10 acre density)*
- RM-1, Mixed Density Residential *(16 multi-family units per acre)*
- RM-2, Mixed Density Residential *(24 multi-family units per acre)*
- RM-3, Mixed Density Residential *(50 multi-family units per acre)*
- RS-5, Single-Family Residential *(5,000 sq. ft. min. lot area)*
- RS-8, Single-Family Residential *(8,000 sq. ft. min. lot area)*
- RS-15, Single-Family Residential *(15,000 sq. ft. min. lot area)*
- RS-25, Single-Family Residential *(25,000 sq. ft. min. lot area)*
- RS-40, Single-Family Residential *(40,000 sq. ft. min. lot area)*

Parcel boundaries of the site are determined by legal description.
The parcels shown on this map are to be used only as a guide.

- Downtown Design Areas
  - *(DHD)*, Downtown Historic District
  - *(WD)*, West Downtown
  - *(ED)*, East Downtown
  - *(DS)*, Dougherty Street
  - *(RIV)*, River
  - *(WE)*, West End
  - *(ND)*, North Downtown
- Airport Overlay
  - AZ1, Precision Approach Zone
  - AZ2, Larger Than Utility Runway Nonprecision Approach Zone
  - AZ3, Utility Runway Nonprecision Approach Zone
  - TZ, Transitional Zone
  - RPZ, Runway Protection Zone
  - PSZ, Primary Surface Zone
- 78/316 Special District Overlay
- PD Planned Development
- * Zoning with Conditions
- Historic District
- RM-LTD, Mixed Density Residential Limited Overlay
- Conditional Use
- GSRC, Gaines School Road Corridor Special District Overlay
- MAC, Milledge Avenue Corridor Special District Overlay
- WBS, West Broad Street Special District Overlay
- Winterville Boundary
- Bogart Boundary
- ACC Boundary
- Railroads
- ▲ Special Use
- ● Historic Landmark

500 250 0 500 1,000 1,500 Feet

ATTACHMENT A	PD-2021-12-3752 MASTER PLANNED DEVELOPMENT 3700, 3706, 3708 & 3710 ATLANTA HIGHWAY Scott Haines / W&A Engineering Athens Construction Group Property Holdings, LLC / KDI Athens Mall, LLC / KDI Anchor, LLC / KDI Athens Outparcels, LLC
532	

FROM:	TO:
C-G	C-G (PD)

TAX PARCEL #	PLANNING COMMISSION MEETING DATE	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE
073 016, 016F, 016J, 016K, 016S & 016T	December 8, 2022	February 7, 2023

Attachment 1

LURA

----------SPACE ABOVE THIS LINE FOR RECORDER'S USE----------

This instrument was prepared by and after recording please return to:

Unified Government of Athens-Clarke County, Georgia
Attn: Judd T. Drake
County Attorney
155 E. Washington Street
Athens, Georgia 30601

LAND USE RESTRICTION AGREEMENT

by and between

The Unified Government of Athens-Clarke County, Georgia,

and

[Insert Company Name]

Relating to:

the Georgia Mall Redevelopment Project

Dated as of _____, 20__

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (as amended, modified or supplemented from time to time, the "**LURA**") is made and entered into as of _____, 20__ (the "**Effective Date**"), by and between the **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**ACC**"), and [**INSERT COMPANY NAME]**, a _____ company (the "**Owner**", such term including its successors, assigns and transferees of the below-defined Property).

RECITALS

A. ACC adopted a Resolution on November 10, 2020 (the "**TAD Resolution**"), following a public hearing as required by law, by which the governing body of ACC approved the Mall Area Redevelopment Plan (as and now or hereafter amended, the "**Redevelopment Plan**") and created "Tax Allocation District Number 1-Unified Government of Athens-Clarke County, Georgia," as more fully identified in the Redevelopment Plan (the "**TAD**").

B. The Owner owns or is acquiring the land which is described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

C. The Property is located within the TAD. On the Property, Owner has constructed or is constructing a mixed-use development (the "**Project**"), as further described in the below-defined Community Benefits Agreement between Owner and ACC.

D. The Project consists of the three (3) "Phases" described in the Community Benefits Agreement between Owner and ACC (each a "**Phase**," and collectively, the "**Phases**"). A Phase reference may include a number to indicate the Phase's place in the sequence of Phases; *e.g.,* Phase I, Phase II or Phase III.

E. It is an underlying policy of the Redevelopment Plan that, in the event that private sector capital projects receive "**TAD Funds**" (as defined in the Redevelopment Plan), there shall be a development agreement or funding agreement (a "**Community Benefits Agreement**", or "**Agreement**") that accompanies such project that contains certain community benefit principles.

F. The within-named Owner has requested TAD Funding for the Project and is entering or has entered into a related Community Benefits Agreement that requires Owner to provide Affordable Housing Units (defined below) to implement one of its community benefit principles.

G. The purpose of this LURA is to secure such Affordable Housing Units by imposing the Affordability Requirements (defined below) as a covenant running with the land as provided herein.

H. ACC and Owner have signed that certain Community Benefits Agreement dated _____ regarding the Property.

AGREEMENTS

NOW, THEREFORE, it is hereby agreed by Owner as follows:

1. Definitions. As used in this LURA, the terms below shall have the following meanings:

"**Actively Marketed**" means that Owner will use commercially reasonably efforts to locate and place Income Eligible Residents in available Inclusionary Housing Units.

"**Affordability Period**" means, as to each Phase, a period beginning on the date that a permanent certificate of occupancy is issued for the last multifamily building of each such Phase and expiring on the twentieth (20th) anniversary thereof.

"**Affordability Requirements**" with respect to each Phase, means the requirements set forth in Section 3, below.

"**Inclusionary Housing Unit**" means a Residential Rental Dwelling Unit at the Property that complies with the Affordability Requirements.

"**AMI**" means, from time to time, the Median Family Income as calculated and published annually by the U.S. Department of Housing and Urban Development ("**HUD**") for the Athens-Clarke County, GA MSA, as most recently reported in the Multifamily Tax Subsidy Project Income Limits Summary.

"**Income Eligible Resident**" means the person or persons occupying an Inclusionary Housing Unit earning in the aggregate no more than sixty percent (60%) of AMI. The published income limits will be adjusted by household size. The income limits will be adjusted annually according to the HUD published limits. A household occupying an Inclusionary Housing Unit cannot be comprised of all full-time students. A student who is a full-time student for three (3) months out of the current calendar year is considered a full-time student for the entire calendar year.

"**Residential Rental Dwelling Unit**" means a single residential dwelling unit which is part of the Project and offered for rental, provided that the following shall not constitute a Residential Rental Dwelling Unit: (i) rooms or units that are restricted for use or occupancy by students, faculty or staff at a college, university or other nonprofit education-related entity, (ii) rooms or units in a hotel or motel and (iii) units or rooms in a hospital, nursing home, assisted living facility or other health-care facility.

1. Inclusionary Housing Units. Each Phase of the Project shall have no fewer than the number of Inclusionary Housing Units allocated to it as provided in Schedule P of the Community Benefits Agreement between Owner and ACC. For the purposes of this Agreement, the term "Affordable Housing Unit(s)" as used in Schedule P shall mean and include "Inclusionary Housing Units."

2. Affordability Requirements. All requirements of this Section 2 shall apply for the entirety of the Affordability Period for each Phase. Owner agrees to the following:

a. The Residential Rental Dwelling Units shall be Actively Marketed for lease to Income Eligible Residents. The income limits and rent limits will be adjusted annually according to the HUD published limits.

b. The Inclusionary Housing Units shall be similar in construction and appearance (*e.g.*, square footage, type of appliances, materials used for countertops, flooring, etc.) to the market rate units of the Project and shall be interspersed throughout the Project.

3. <u>Verification of Income Eligible Residents</u>.

1) The income of all tenants who occupy or will occupy the Inclusionary Housing Units on the Property shall be verified through an income certification. Each certification shall be dated not later than the date of execution of the lease and recertified annually thereafter at the time of renewal of the lease. Owner will be responsible for obtaining the certifications and shall submit photocopies of all income certifications to ACC not later than fifteen (15) days prior to tenant's initial occupancy of an Inclusionary Unit on the Property. ACC shall respond to a submission from Owner within five (5) days of receipt thereof. ACC has the authority to request any and all additional documentation it deems reasonably necessary to verify the information provided by Owner, and Owner shall respond to any such request to the best of its ability.

2) Owner shall provide to ACC on an annual basis, thirty (30) days prior to the resigning of the lease, detailed information regarding the income eligible residents of the Inclusionary Housing Units, including, but not limited to: unit number, tenant name, lease effective date, lease expiration date, household size, annual household income, and rent charged. ACC shall respond to a submission from Owner within five (5) days of receipt thereof. ACC has the authority to request any and all additional documentation it deems reasonably necessary to verify the information provided by Owner, and Owner shall respond to any such request to the best of its ability.

3) During the Affordability Period, Owner shall maintain complete and accurate records pertaining to the Inclusionary Housing Units, including without limitation, income certifications. Owner shall keep records as set forth in this Section 3 for a five-year period, which period shall begin on the date Owner receives the applicable record. Upon reasonable notice and at reasonable times, Owner will permit ACC to inspect the books and records of Owner pertaining to the income certifications of Income Eligible Residents for the purpose of verifying compliance by Owner hereunder; provided, however, that ACC shall only be entitled to exercise such inspection right one (1) time in any six (6) month period unless there is an ongoing event of default by Owner hereunder in which case such limitation shall not apply so long as the event of default continues is in existence.

4) During the Affordability Period, Owner shall provide income recertification information as an addendum to each new or renewed lease with an Income eligible resident.

4. Compliance with Affordability Requirements.

An Inclusionary Housing Unit that is occupied by an Income Eligible Resident in compliance with Section 3 hereof at initial occupancy shall not be deemed in compliance with Section 3 hereof if as of the most recent income certification, the household's income exceeds one hundred percent (100%) of AMI (the "**Recertification Limit**); provided, however, that, notwithstanding the foregoing, such Income Eligible Resident shall be deemed to be in compliance with Section 3 hereof even if the household's income exceeds the Recertification Limit so long as (x) the applicable rent does not exceed the 100% AMI rent, (y) such Income Eligible Resident remains in their unit in compliance with the Fair Housing Act and (z) such Income Eligible Resident may elect to renew their lease for up to one (1) additional year after the expiration of the then-current lease term. In addition, Owner may avoid non-compliance (on the basis of an existing Income Eligible Resident exceeding the Recertification Limit) if the next available Residential Rental Dwelling Unit of comparable size not counted as occupied by an Income Eligible Resident is rented to an Income Eligible Resident or if the resident moves to a market-rate unit within sixty (60) days of such event.

5. Maintenance of Property Standards.

During the Affordability Period, Owner shall maintain the Project and the improvements thereon in compliance with all applicable laws and maintain the Affordable Housing Units in reasonably good, habitable condition; provided, that a casualty or condemnation event shall not be deemed a violation of such covenant. Owner must maintain the Inclusionary Housing Units to the same standard as any market-rate units in the Development (for example, cannot respond to maintenance requests for Inclusionary Housing Units more slowly than the owner or manager of such market-rate units responds to maintenance requests for market-rate units).

6. Sale, Lease or Transfer of Property.

a. Owner expressly acknowledges and agrees that a sale, lease, exchange, assignment, or other transfer of all or any portion of the Project ("**Disposition**") shall not relieve Owner or any subsequent transferee of its obligations under this LURA. Owner shall include by incorporation by reference or verbatim the requirements and restrictions contained in this LURA in any deed or other conveyance documents with respect to a Disposition and shall obtain the express agreement from any transferee to assume in writing all duties and obligations of Owner under this LURA. If the proposed transferee with respect to a Disposition of all (but not a part of the Project) has agreed to perform the obligations of Owner under this LURA pursuant to an assumption agreement approved by ACC in accordance with the terms and conditions hereof (such approval not to be unreasonably conditioned, withheld or delayed), Owner shall be released

from its obligations hereunder, and ACC shall upon request, execute a release by recordable written instrument effecting such release.

b. The restrictions contained in the foregoing provisions of this Section 6 shall not be applicable to the following: (i) grants of any and all easements and/or utility and other service related leases, including without limitation, laundry service leases or television cable easements, over portions of the Property, provided the same are granted in the ordinary course of business in connection with the development and operation of the Property, (ii) leases of Residential Dwelling Units to Income Eligible Residents or to other tenants of Residential Dwelling Units, (iii) any sale or conveyance to a condemning governmental authority as a direct result of a condemnation or a governmental taking or a threat thereof, and (iv) those certain declarations of restrictions, easements and covenants that will benefit and encumber the Property, to be recorded in connection with Owner's acquisition of the Property, provided, that the same have first been reviewed by ACC and deemed by it to be satisfactory for purposes of this LURA.

7. <u>Modification and Default</u>.

a. Owner may, from time to time, request modifications to the terms of this LURA upon written notice to ACC, which notice shall describe the requested modification in reasonable detail and include a draft of an appropriate amendment to this LURA and such other information that Owner believes is reasonably necessary for ACC to review and approve the requested modification. ACC shall not be under any obligation to approve any such modification.

b. Upon a violation of any provision, covenant, condition, or obligation of this LURA by Owner (an "**Owner Breach**"), ACC shall have the right to give written notice thereof to Owner. Owner shall have one hundred and twenty (120) days after the date the first such notice is given to cure the Owner Breach (or such longer period as may be reasonably required to cure the Owner Breach so long as Owner is using commercially reasonable efforts to diligently cure the same).

c. If an Owner Breach is not cured to the reasonable satisfaction of ACC, ACC shall be entitled to apply to any court, state or federal, for specific performance of this LURA or for an injunction against any violation of this LURA, since the injury to the ACC and the public would be irreparable and the amount of damage would be difficult to ascertain, and in each case, the entity initiating such legal action shall also be entitled to recover reasonable attorneys' fees and costs actually incurred. This provision is in addition to and not in lieu of any rights or remedies otherwise available to ACC under the Agreement or the law.

8. Covenants Run with the Land and the Real Property. ACC and Owner hereby declare their express intent that the covenants, reservations, and restrictions set forth herein shall be deemed covenants running with the land, shall run with the Property, and shall pass to and be binding upon Owner and its successors in title and Owner's successors and assigns. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth in such contract, deed, or other instrument.

9. Severability. The invalidity of any clause, part or provision of this LURA shall not affect the validity of the remaining portions thereof.

10. Governing Law. This LURA shall be governed exclusively by and construed in accordance with the applicable laws of the State of Georgia.

11. Amendment. This LURA shall not be amended except by a writing duly executed by ACC and Owner. Notwithstanding the foregoing, ACC shall be entitled to waive the requirements of this LURA running to its benefit or terminate this LURA, in either case, without the consent of Owner.

12. No Individual Liability. No covenant or agreement contained in this LURA shall be deemed to be the covenant or agreement of any official, employee, representative or agent of ACC, or any officer, member or limited partner of Owner, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution hereof. The terms of this LURA do not impose any liability on ACC.

13. Notices. All notices, demands or acknowledgements permitted or required by this LURA shall be sent by first-class, certified, or registered mail, postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission to ACC or Owner at the addresses set forth below, or to such other place as any such entity may from time to time designate in writing.

If to Owner, to:

Name:_____
Address:_____
Attn: _____

If to ACC, to:

Andrew Saunders, Interim Director
Housing and Community Development Department
375 Satula Avenue
Athens, GA 30601
(706) 613-3155
Fax (706) 613-3158

With a copy to:

Blaine Williams, Manager
Unified Government of Athens-Clarke County, GA
301 College Avenue, Suite 303
Athens, GA 30601

With a copy to:

Athens-Clarke County Attorney's Office
155 E. Washington Street
Athens, Georgia 30601
Attn: Judd T. Drake, Esq.

IN WITNESS WHEREOF, Owner has executed this LURA under seal on the date first above written:

Signed, sealed, and delivered in the Presence of:

OWNER:

_____

_____
Unofficial Witness

By: _____

_____
Notary Public

Title:_____

My Commission Expires:_____

Signature: _____

(Notarial Seal)

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

_____
Kelly Girtz, Mayor

Attest: _____
Gloria J. Spratlin, Clerk of Commission

ATHENS-CLARKE COUNTY PLANNING COMMISSION
RECOMMENDATION

DATE: December 8, 2022	**FILE NO:** PD-2021-12-3752

LOCATION: 3700, 3706, 3708, 3710 Atlanta Highway
APPLICANT: Scott Haines / W&A Engineering
OWNER: Athens Construction Group Property Holdings, LLC / KDI Athens Mall, LLC / KDI Anchor, LLC / KDI Athens Outparcels, LLC
REQUEST: From *Employment Center & General Business* to *General Business*
COMMISSION DISTRICT: 6

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Present				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Present	X			Lucy Rowland Absent			
Matthew Hall, Vice-Chair Present	X			Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	6	0	

For: None
Against: None

Discussion: None

Motion: Ms. Kinman made a motion to recommend approval of the Future Land Use change. Mr. Hall seconded the motion, which passed unanimously.

ATHENS-CLARKE COUNTY PLANNING COMMISSION
RECOMMENDATION

DATE: December 8, 2022	**FILE NO:** PD-2021-12-3752

LOCATION: 3700, 3706, 3708, 3710 Atlanta Highway
APPLICANT: Scott Haines / W&A Engineering
OWNER: Athens Construction Group Property Holdings, LLC / KDI Athens Mall, LLC / KDI Anchor, LLC / KDI Athens Outparcels, LLC
REQUEST: From C-G to C-G (PD) (Commercial-General to Commercial-General, Planned Development)
COMMISSION DISTRICT: 6

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Present				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Present	X			Lucy Rowland Absent			
Matthew Hall, Vice-Chair Present	X			Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	6	0	

For: Scott Haines, Jon Williams, David Lyle, Teresa Friedlander
Against: Jean Crown, Sidney Kushner, Allison Huff, Nancy Colburn

Discussion: Commissioners expressed support of the Staff report and its conditions. Criticism was leveled at the proposal's architecture, greenspace design (or lack thereof), and the length of Building 4. The need for double travel lanes and plentiful on-street parking along the center green was questioned. The need for housing was noted—especially the need to keep housing cheap to empower the creativity that Athens is known for. It was also noted that the large blocks do not integrate the townhomes into the site very well. The generational nature of the project and the need to not miss opportunities for good design was mentioned. Commissioners supported providing future opportunity to re-distribute the proposed density across a number of "Missing Middle" housing types rather than concentrating them in townhomes and block-scale apartments. If this is to become a Westside "downtown" then it should be more inclusive than Downtown Athens.

Motion: Ms. Morales made a motion to recommend approval with conditions of the zoning request. Mr. Hall seconded the motion, which passed unanimously.

STAFF REPORT
MASTER PLANNED DEVELOPMENT
CASE NUMBER PD-2021-12-3752
3700, 3706, 3708, & 3710 ATLANTA HIGHWAY
DECEMBER 8, 2022

GENERAL INFORMATION AND PROPOSED DEVELOPMENT

I. THE REQUEST

APPLICANT	Scott Haines / W&A Engineering
OWNERS	KDI Athens Mall, LLC.; KDI Athens Anchor, LLC.; KDI Athens Outparcels, LLC.; Athens Construction Group Property Holdings, LLC
FUTURE LAND USE REQUEST	From *Employment Center & General Business* to *General Business*
ZONING REQUEST	From C-G to C-G (PD)
TYPE OF REQUEST	Type I
LOCATION	3700, 3706, 3708, 3710 Atlanta Highway
COUNTY COMMISSION DISTRICT	6
SIZE OF REZONING AREA	74.8 acres
PRESENT USE	Commercial
PROPOSED USES	Residential, Commercial, and Office Mixed Use
TAX MAP NUMBERS	073 016; 073 016F; 073 016J; 073 016K; 073 016S; 073 016T
ADJACENT USES AND ZONING	(N) Offices / C-G; Residential Open Space Lot / C-G & RS-15
	(S) Atlanta Hwy; Quick-Service Restaurants, Vehicle Service / C-G
	(E) Huntington Rd; Single-Family Residential / RS-25; Bank ATM / C-G
	(W) Gas station, Brewpub / C-G; Multi-Family Residential / RM-1; Assisted Living Facility / C-O*
STAFF RECOMMENDATION	**Future Land Use –Approval**
	Zoning – Approval with Conditions
PLANNING COMMISSION	**Future Land Use –Approval**
	Zoning – Approval with Conditions

II. PURPOSE

The purpose of this request is to rezone six (6) parcels currently zoned C-G (Commercial General) to C-G (PD) (Commercial General, Planned Development) in order to construct a residential, commercial, and office mixed-use development on a 75-acre site. A planned development is being requested due to several requested waivers of required standards to provide design flexibility. A planned development includes a binding application report, site plan, and architectural elevations as a guarantee to the community that what is proposed would be constructed. The request conforms to the current Future Land Use Map with the exception of the northernmost parcel of the subject property.

III. BACKGROUND OF SUBJECT PROPERTY AND VICINITY

The subject parcels are the site of the Georgia Square Mall, two associated outparcels along Atlanta Highway, and the former movie theatre to the rear of the mall. Georgia Square Mall was constructed in the early 1980's, and has existed as the primary large-scale mall in Athens-Clarke County since that time, with numerous tenants occupying the structure itself over the years. The 2-story building is approximately 800,000 square feet and formerly had four anchor tenants: Macy's, Sears, JCPenny, and Belk. Macy's closed in 2017, Sears in 2019, and JCPenny in 2020. Belk is currently the only remaining anchor store. In addition to the commercial uses, there are public services on site including an Athens-Clarke County Police substation within the Mall, a Solid Waste recycling site, and two Athens Transit bus stops serving Routes 20 and 21 located on the property.

The two outparcels along Atlanta Highway (3706 and 3708) were constructed around the same time as the mall. Both parcels contain commercial buildings that are currently vacant. The northernmost parcel at 3710 Atlanta Highway contains a structure, built in 1984, which formerly housed a movie theater. The remainder of the subject property consists of surface parking and a private Mall Access Road that circles the property. The subject property fronts Atlanta Highway and Huntington Road and has five access points, including one off of Marilyn Farmer Way at the property's northwest corner.

The subject property is located within a designated Tax Allocation District (TAD). A TAD advisory committee has been formed to oversee funds raised through the District for redevelopment purposes.

The property is generally surrounded by other commercial uses zoned C-G (Commercial-General) and residential uses zoned RS-25 (Single-Family Residential). To the south lies Atlanta Highway and a few properties zoned C-G (Commercial-General), including AutoZone/Pep Boys, Zaxby's, and Burger King. To the west lies RaceTrac zoned C-G, Akademia Brewing Company zoned C-G, Meadowland Apartments zoned RM-1 (Mixed-Density Residential), and the Arbor Terrace of Athens assisted living facility zoned C-O* (Commercial-Office with Conditions). To the north lies Metro Mortgage of Georgia zoned C-G, an undeveloped parcel zoned C-G, an undeveloped parcel zoned RS-15 (Single-Family Residential), and the Double Tree Place office condominiums zoned C-G. To the east lies Huntington Road and a large residential subdivision zoned RS-25 (Single-Family Residential).

At their February 3, 2022 review of the preliminary plans, the Planning Commission requested that the applicant attempt a grid-like street pattern, provide more green space and landscaping, provide more multimodal connectivity (including transit amenities), scale back on the automobile orientation, and seek advice from leading development experts.

IV. PROPOSED DEVELOPMENT

The proposal is to rezone the site to C-G (PD) (Commercial-General, Planned Development) for redevelopment of the Georgia Square Mall site and associated outparcels. The proposal includes demolishing two sections of the existing Georgia Square Mall totaling approximately 63% of the 791,000 sq. ft. structure. Specifically the former Sears store in the western wing of the mall and the eastern portion beyond Belk would be demolished. The remaining 294,000 sq. ft. would include the Belk and renovated space for commercial and office uses. In addition to the mall demolition and renovation, the proposal includes a total of 1,188 housing units (2,057 bedrooms) and 72,000 sq. ft. of new commercial space. See the table on the following page for building details:

Building Data Table 1

Buildings (see site plan for location)	Square Footage / Units
Building 1	294,336 SF
Retail	213,336 SF
Office	81,000 SF
Building 2	13,000 SF
Retail	13,000 SF
Building 3	210,844 SF
Senior Residential Total	170 units / 238 bedrooms
Studio	4 units
One-Bedroom	98 units
Two-Bedroom	68 units
Building 4	460,486 SF
Retail	34,520 SF
Residential Total	276 units / 392 bedrooms
Studio	36 units
One-Bedroom	148 units
Two-Bedroom	68 units
Three-Bedroom	24 units
Building 5	330,000 SF
Retail	13,050 SF
Residential Total	300 units / 436 bedrooms
Studio	36 units
One-Bedroom	152 units
Two-Bedroom	88 units
Three-Bedroom	24 units
Building 6	4,570 SF
Retail	4,570 SF
Building 7	310,044 SF
Residential Total	240 units / 324 bedrooms
Studio	36 units
One-Bedroom	128 units
Two-Bedroom	68 units
Three-Bedroom	8 units
Outparcel 1	2,500 SF
Quick-Service Restaurant	2,500 SF
Outparcel 2	4,500 SF
Retail	4,500 SF
Townhomes	202 units / 667 bedrooms
Two-Bedroom	20 units

Three-Bedroom	101 units
Four-Bedroom	81 units

Staff has evaluated each building and provided specific comment on several of these buildings as follows (numbers correspond to the numbers labeled on the site plan):

Building 1: The Reduced and Renovated Mall

The mall will contain the site's office uses while retaining commercial space—particularly the Belk department store. The eastern and western portions of the existing structure will be demolished with new facades put in place to cover the remaining edges. The applicant has provided a façade elevation for the eastern wall that fronts the central green, but has otherwise provided no details about the architecture. It appears that no changes will be made to the blank walls on the northern and southern sides. There is an opportunity to let the building serve as a monumental centerpiece to the site, particularly if the new eastern wall bordering the central green is designed appropriately. However, Staff is concerned that the proposed façade misses this opportunity by not using the design elements listed further in this report.

Building 3: Senior Living

This 4-story building will house 170 senior units. It has the opportunity to serve as an attractive terminating vista for the central green, but is not currently aligned to be centered with the view from the green. Staff is also concerned that the building is separated from the street by a parking lot. Given that this is supposed to be a highly walkable area and that seniors may have mobility challenges, Staff recommends placing this building directly against the street, or at a minimum removing the parking in front and emphasizing a pedestrian crossing.

Building 4: Residential-Commercial Mixed-Use

This 4-5-story building sits on the opposite side of the central green from the mall. It will house 276 residential units and ground-floor commercial along its entire western edge, facing the green. It will wrap three sides around a parking deck located between the two halves of the building. The structure itself has a 3-acre footprint, but the elevations only show doors on the western side of the building. The other three sides present only walls and windows to the rest of the neighborhood, including the townhomes directly across the street. Although sidewalks surround the building, there are 1,000 feet of wall without doors to engage and attract pedestrians. This would be equivalent to walking on Clayton Street from the Georgia Theatre to the Hilton Parking Deck without any doors in between. This will create a significant amount of dead space that repels people from the area. Furthermore, people walking and biking from the eastern side of the site have to go around the entire 3-acre building to access the shops because the applicant has requested to waive the 300' maximum building length required in the code while providing no public access through the building. Staff recommends providing a public plaza or walkway in approximately the same location of the parking deck so people can walk and bike directly to the central green, shops, residences, and other associated destinations. The architectural renderings and elevations show horizontal differentiation that is not shown on the site plan and the entire building façade is covered in one repetitive pattern of materials and colors. This misses the spirit of the code which is intended to break up long facades into finer-grained chunks that attract and engage people.

Building 5: Residential-Commercial Mixed-Use

The site plan shows that this building would include a 300-unit 4-story apartment block on top of a 2-story parking podium, but the architectural elevations and renderings don't show the parking podium. Instead, they show a corner retail space with residential units above, although it's not clear where residents would enter the building aside from the parking deck. This building has multiple angles on the site plan, but these are not reflected in the renderings.

Building 7: Residential Apartment Block

Building 7 has a similar lack of detail as Building 5. The difference is that Building 7 includes a 4-story, 240-unit apartment structure wrapped around a 540-space, 6-story parking deck. The applicant may expect these extra spaces to serve the mall, but no sidewalk is shown connecting this building to the block it sits on or the mall. Without this connection these spaces appear to be excessive. This building has approximately the same large footprint as the Mark building that sits at the corner of Oconee and Wilkerson Streets. The renderings appear to show only a couple of entry points, so the same comment about Building 4's lack of doors applies here. This building along with the adjacent townhomes forms part of Phase 2 that is scheduled for construction at a to-be-determined date. Staff supports the density proposed for this section, but sees opportunity to modify the design to include replacing the townhomes and block-scale apartment with a variety of "Missing Middle" housing types and moving the parking deck to the 115-space parking lot next to the mall.

Outparcels: Quick-Service Restaurant and Retail

The applicant is proposing to demolish two empty commercial buildings and replace them with a potential 2,500 sq. ft. quick-service restaurant and 4,500 sq. ft. of unspecified generic retail spaces. Combined, the lots are approximately 66,000 sq. ft., and approximately 59,000 sq. ft. are devoted to parking, landscaping, and sidewalks. If one were to divide the site into "places" that are destinations for people (e.g. buildings, plazas, gardens, etc.) and "non-places" that are the padding between destinations (e.g. parking lots, landscaping, highways, etc.), the ratio of "place" to "non-place" is significantly weighted in favor of "non-places." "Non-places" deliver very little taxable value to the public compared with "places," and they tend to spread "places" out to the point where people are dependent upon automobiles to travel in between destinations. Staff recommends that the applicant consider reducing the amount of "non-place"—particularly through sharing parking—and adding additional "places" to make the most of this site.

The applicant has developed a street network for the site while maintaining the five existing access points between the subject property and adjoining streets, including two connections to Atlanta Highway, two connections to Huntington Road, and one connection to Marilyn Farmer Way. Several connections would be converted to roundabouts. The applicant has also proposed a multi-use path and sidewalks throughout the property to provide access for walking and biking.

In addition to the buildings and streets, the applicant is reserving space for a large transit station (to be constructed by Athens-Clarke County in the next three years), a central green, stormwater management areas, two surface parking lots, and additional on-street parking. Overall the applicant is proposing 2,897 parking spaces, which is above the minimum that they are required to deliver.

The project would be developed in three phases with Phase One broken into two parts as quoted from the applicant's report:

Phase 1: Approximately 68 % of the site area will be developed in the first phase. Due to the complexities of redeveloping the site while maintaining business at the existing mall, the first phase shall be divided into two sub-phases.

> **Phase 1A:** Includes rehabilitation of the existing mall area adjacent to Belk for use as office space. The construction of 97 fee-simple townhome units, 446 multi-family dwelling units and 52,000 square feet of new commercial/retail space. Improvements to be constructed during Phase 1A will be the center green area and the described amenities, plaza space, sidewalk portions of the multi-use trails, two roundabouts and the stormwater management infrastructure.

Phase 1B: Includes the site preparation of the transit station and the roadway improvements along the properties western side including the third roundabout. The construction schedule of the transit station will be determined by Athens-Clarke County.

Phases 2 & 3: Make up the remaining 28 % of the total site area. These phases include the remaining fee-simple townhomes and the remaining 620 multi-family dwelling units [Staff notes this should be 540 units]. Timeline and configuration of the remaining phase(s) will be driven by market demand. The given outline of these phases is subject to change per market conditions.

COMPATIBILITY WITH THE COMPREHENSIVE PLAN

I. COMPATIBILITY WITH FUTURE LAND USE MAP

The Future Land Use Map indicates that the majority of the subject property, consisting of parcels 073 016, 073 016F, 073 016K, 073 016S, and 073 016T, currently has a *General Business* designation, which is described as follows:

General Business
These are commercial areas that serve a variety of needs for the residents of the region. It is intended for small- and large-scale retailing and service uses that are auto-oriented, such as Atlanta Highway, Lexington Road and US 29 North. Pedestrian-oriented design is particularly appropriate when these streets contain neighborhood-shopping areas or are adjacent to multifamily housing or residential neighborhoods. Pedestrian circulation in these centers is a primary concern, therefore, connectivity within and to surrounding areas should be encouraged. Internal pedestrian walkways should be provided from the public right-of-way to the principal customer entrance of all principal buildings on the site. Walkways should connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building, store entry points, and plaza space. Walkways shall feature adjoining landscaped areas that contribute to the establishment or enhancement of community and public spaces. The street level facade of these areas should have a scale and architectural elements that relate to pedestrians. Buildings should be oriented to the street and corridors should be lined with street-trees. Small and medium scale retail stores should frame the streets with large-scale retailers located behind with focus given to pedestrian circulation rather than automobiles. Parking lots should not be located at the street front and shared parking should be encouraged.

The Future Land Use Map indicates that the tax parcel 073 016J, located at the northernmost edge of subject property, currently has an *Employment Center* designation, which is described as follows:

Employment Center
These are areas of industry, office, research parks, and flex-space mixed uses. Large-scale employment areas, which include large industrial areas, manufacturing, office parks, and research centers, are incompatible with housing. Smaller-scale employment areas are appropriate to be in close proximity to a neighborhood area. Design standards regulating building placement, landscaping, and buffering should apply. Small amounts of retail may be compatible in some areas.

The proposed C-G (PD) zoning is compatible with the existing *General Business* designation, but is incompatible with the *Employment Center* designation, per the Compatibility Matrix in Chapter 9-4.

Therefore, the request requires amending the Future Land Use Map designation for that parcel to *General Business*.

Many of the most automobile-centric commercial properties in Athens-Clarke County, including the mall, are classified as a *General Business* Future Land Use. However, the description of this land use envisions a transition to a more urban and walkable form as these properties are redeveloped. The mall presents a large-scale example of auto-centric development, with 71% of the 75-acre site covered in asphalt while the buildings cover just 16% of the site. However, this site also presents the greatest opportunity to transform a declining node of commercial monoculture into a neighborhood complete with a variety of opportunities to live, work, and play.

The mall is designed and scaled exclusively for automobile access with the building being completely surrounded by giant surface parking lots. There are no sidewalks or bike lanes to provide access. A person would need to cross an oversized four-lane ring road and hundreds of feet of featureless heat-radiating car storage area to get to the front doors. This scale creates an environment where people feel small, exposed, and unwelcome. People who may have limited access to a car, including low-income households, the elderly, children, and people with disabilities are particularly disadvantaged when trying to access this site. With proper attention paid to the pedestrian-oriented design elements described in the *General Business* Future Land Use, this site can be transformed into a human-scaled environment where people are the focus of the design rather than cars.

The proposal includes a new tree-lined street network and places its front doors close to these streets—a significant improvement over the existing site. However, Staff have noted missed opportunities to create an exemplary pedestrian-oriented environment. For example, the block-scale apartment buildings (Bldg. 4, 5, and 7) have hundreds of feet of wall on their sides and rear that have no doors to serve or interest people in walking by. The adjacent sidewalks in these sections will likely go unused and create dead space—something the *General Business* Future Land Use is trying to avoid. Additional examples of missed opportunities include a front drive (as one enters directly from Atlanta Highway) that is framed by a parking lot on one side, and a featureless lawn on the other. Ideally, buildings should line this entrance with frequent doors to serve and draw people into the site. The current design treats this front door as the rear end. On the other end of the main thoroughfare, the senior housing in Building 3 is separated from its bus stop and street by a row of parking. Best design practice would not force people with potential mobility challenges to navigate a parking lot first in order to access the rest of the site. The center green is flanked by four vehicle travel lanes and dozens of parking spaces. In order to achieve a pedestrian-oriented place, the green could be expanded by using a single travel lane on each side instead of two or by reducing the parking.

II. COMPATIBILITY WITH COMPREHENSIVE PLAN POLICIES

The following are relevant 2018 Comprehensive Plan policies:

- Increase the supply and variety of quality housing units, at multiple price points, in multiple locations, to suit the needs of a variety of households.
- Increase access to affordable housing.
- Support the creation of quality senior housing.
- Infill and redevelopment should be prioritized over greenfield expansion.
- Create nodal development tied to transportation, healthcare, schools, jobs, workforce, and housing.
- Re-examine zoning standards to ensure that they are delivering on community objectives such as affordable housing, provision of parkland and greenspace, environmental sustainability, etc.
- Improve safety and accessibility for people walking, biking, and busing around Athens.

- Promote intra- and inter-connectivity within and between neighborhoods while discouraging cul-de-sac development. This applies to both vehicular and pedestrian pathways and may not always require formal, paved improvements when associated with walkability.
- Ensure that necessary infrastructure (streets, sidewalks, utilities, etc.) is provided for all neighborhoods.
- Decrease automobile trips by providing and incentivizing alternative transportation modes.
- Provide safe, accessible, and attractive multi-modal transportation options throughout Athens.
- Increase the availability of well-paying jobs, especially for those in poverty.
- Utilize best practices for the attraction and retention of business and industry, especially in the following target sectors: a) Craft Beverages b) Creative Economy c) Bioscience d) Healthcare and e) Advanced Manufacturing
- Incentivize and incorporate the arts and greenspace into all new developments.
- Increase access to greenspace and clean air to improve people's health.
- Encourage the use of environmentally sustainable construction techniques, materials, and buildings.
- Encourage the creation of publicly accessible gathering spaces within neighborhoods and development projects.
- Identify areas that could potentially be developed for unique neighborhoods with smaller houses and a cohesive theme.

This project touches many areas of the Comprehensive Plan including housing, transportation, environmental preservation, economic development, and urban design. The basics of the proposal, including building a variety of housing units, redeveloping an infill site, creating nodal development, locating near transit service, increasing greenspace, and providing necessary infrastructure help bring this site into alignment with the Comprehensive Plan. However, there are missed opportunities for further alignment that a site of this importance and magnitude should seek out.

While there are a variety of housing units available, including senior housing and units reserved for affordability, there are only two types of housing provided—attached single-family and block-scale mid-rise apartments. There is a noticeable lack of "Missing Middle" housing types in a location that is ideally positioned to incorporate these housing types into a new neighborhood at the start. Specifically, there is a unique opportunity to build the larger "Upper Missing Middle" buildings that may have up to 20 units while retaining a walkable human-scaled form. The key advantages of this pattern compared against the pattern of the current townhome and block-scale apartment proposal, includes distributing the density more evenly across the site, activating additional street frontages with more front doors, increasing the menu of choices for residents and designers, and increasing the resiliency of the project through fine-grained incremental development.

It is vital to recognize that the mall is being considered for redevelopment in large part because it was too fragile to last beyond one generation. The building was custom-built for a single commercial business model that was not flexible enough to adapt to changing market dynamics. In comparison, the collection of individual properties that make up downtown have a much easier time finding 2nd, 3rd, or even 4th lives because of their adaptable size, construction, and diversified ownership. The failure of one business—even a large one—in the traditional downtown pattern is less likely to wipe out adjacent businesses than the loss of an anchor store at the mall.

There are similar benefits to meeting the housing need with a collection of different types of housing instead of one large apartment building or one type of single-family house. In the case of this proposal, Buildings 5 and 7, where the majority of the apartments will be, are scheduled for construction in Phases 2 and 3

"subject to change per market conditions." There is uncertainty as to whether these buildings will be constructed in part because constructing and financing a building with hundreds of units is inherently riskier than constructing and financing a building with a couple dozen units. Distributing hundreds of apartment units across a dozen or more buildings instead of two, could reduce the risk, allow construction to start sooner, and open those units to would-be residents quicker than if they have to wait for the market to justify a 200-unit apartment building. This point is best explained in the following illustration:

From a transportation standpoint, Staff supports the addition of a street network to the site, especially the alley-loaded townhomes. The proposal dramatically improves access, particularly for people walking, biking, or riding transit, as called for in the Comprehensive Plan. However, the major transit station is placed on the edge of the property and is not well-integrated into the site. There are bike racks and bike access through a multi-use path.

The Comprehensive Plan calls for adding art and greenspace into new development. The applicant has not shown any plans for art, but has added greenspace and plazas. This is certainly an upgrade over the existing expanse of asphalt, but Staff has noted certain deficiencies that will likely prevent this greenspace from providing the full scale of intended benefits. While there are greenspaces scattered around the 75-acre site, it appears that only the center green is intended for people to use. Based on the lack of programmed design elements, the rest of the greenspace appear to be nothing more than leftover land after the buildings have been laid out. On a site this large, residents will need smaller greens, courtyards, and pocket parks—in addition to the central green—to provide sufficient relief from the urban environment. Importantly, these greenspaces need to be integrated with the blocks and have elements that will attract people to use them rather than merely see them as they move past. Such elements include defined edges that provide attractive and secure space for people to gather, shade, seating, and may include child-friendly play spaces. The center green itself is positioned to be the focal point of the project, but it appears to be more ornamental than recreational. This space could be a longer, greener version of the recently established College Avenue Square, but is not currently designed to attract people to linger and enjoy the area. It may also benefit from programming to fully activate the space, as the City of Suwanee, Georgia has done with its Town Center Park. The applicant states that some of the stormwater management areas are designed as dual purpose amenity spaces. However, the specific character of these areas is not clear on the site plan. The main question is whether these areas will have standing bodies of water that can serve as attractive features for people to gather or merely be wetter, less usable versions of the center green.

The applicant has stated that they will be incorporating green building technology into the site including laying conduit for future EV charging stations and roof-mounted solar panels. However, there are other aspects of green design that the applicant could also employ including, but not limited to, reducing parking, reducing, reusing, and properly disposing of demolition waste, and constructing buildings that are flexible enough to serve multiple uses beyond the first life cycle—unlike the mall structure that is being replaced.

Finally, there is an opportunity to create high quality architecture with a cohesive theme for this site. Architecture has an outsized impact on the quality of human habitat, and can make a significant difference in the success or failure of a project of this size and scale. The field of cognitive architecture is discovering that humans are biologically hardwired to gravitate towards buildings and places that have elements like:

A) Surfaces made out of wood, brick, or stone instead of glass, metal, or concrete
B) Proportions that are scaled for people rather than cars
C) Facades that stimulate the senses through things like detailed ornamentation and bilateral symmetry
D) Connection to nature (e.g. street trees, window boxes, gardens, etc.)

Humans instinctually find places with these elements more attractive and lovely. Places that are instinctually attractive and lovely are more likely to be successful and resilient because people are drawn to them again

and again even as the uses change. The mall did not last, in part, because it lacked this innate attractiveness. There is now an opportunity to correct this oversight, but the proposal's architecture largely misses these elements—especially the large multi-family and mixed-use structures. This is perhaps the only area of the Comprehensive Plan where the proposal is out of alignment with the Plan. In general, the current proposal adheres more closely to the Comprehensive Plan than previous iterations. However, Staff has specified additional opportunities to bring the proposal into even closer alignment with the Plan.

COMPATIBILITY WITH ZONING MAP AND ORDINANCE STANDARDS

I. COMPATIBILITY WITH ZONING MAP

The purpose of this request is to rezone four parcels from C-G (Commercial-General) to C-G (PD) (Commercial-General, Planned Development) for a residential, commercial, and office mixed-use development. The area immediately surrounding the subject property is comprised of C-G (Commercial-General), RS-25 (Single-Family Residential), RM-1 (Mixed-Density Residential), C-O* (Commercial-Office with Conditions), and RS-15 (Single-Family Residential) zoning districts. The proposal does not change the base C-G zoning of the subject property. Therefore, approval would not create an isolated zoning district, and is generally compatible with the zoning map.

II. COMPATIBILITY WITH ORDINANCE STANDARDS

All exemptions to the zoning and development standards must be identified in the application prior to approval of a binding proposal since the development is otherwise expected to adhere to the ordinance standards. The applicant has requested the following waivers:

1. *Waiver from the ground-floor commercial requirement of Section 9-10-2*

   Applicant's Purpose: Allows construction of the townhomes and exclusively residential apartment buildings.

   Staff Opinion: The ground-floor requirement is intended to ensure that there is street-level activity along these frontages. Given the scale of the site, it is unreasonable to expect 75 acres of ground-floor commercial spaces. Walk-up residences can also provide the interest and engagement that the Code is trying to create, and the applicant has provided that on many of the streets—with exceptions for specific buildings noted. Therefore, Staff supports this waiver.

2. *Waiver from the density allowance of 24 bedrooms per acre for C-G zones in Section 9-10-2*

   Applicant's Purpose: The applicant is seeking an overall density of 27.5 bedrooms per acre.

   Staff Opinion: Staff supports increased density at this location because of its potential to serve as an urban node. However, Staff is conditioning its support for the waiver on the applicant providing additional types of housing beyond townhomes and mid-rise apartment blocks.

3. *Waiver from the RS-5 standards for single-family construction in a C-G zone in Section 9-10-2 (L11)*

   Applicant's Purpose: Allows construction of the townhomes at a greater density.

Staff Opinion: Staff recognizes that redevelopment of this site requires design flexibility that supports additional density above what RS-5 standards would allow at this site. Therefore, Staff supports this waiver.

4. *Waiver from the 50' minimum lot width in Section 9-10-3 down to 20'.*

   Applicant's Purpose: Allows construction of the townhomes.

   Staff Opinion: Staff notes that this waiver is unnecessary because the RS-5 standards for single-family construction allow minimum lot widths to be reduced to the requested 20 feet for single-family attached units.

5. *Waiver from the 300' maximum building length allowed in Section 9-25-8(F)*

   Applicant's Purpose: Allows construction of Building 4 in its current configuration.

   Staff Opinion: Staff notes that the block created by this building exceeds the 3-acre maximum in Section 9-25-8(C)3 and would require an additional waiver. This waiver has not been requested and would not be supported by Staff because large blocks create dead space and make it difficult to walk or bike to destinations. For these reasons, Staff does not support the waiver request expanding the maximum building length. The applicant states they need this extra length to match the length of the mall façade on the opposite side of the green. However, Building 4's length exceeds the Mall's length by approximately 80 feet. Furthermore, Building 4 blocks direct pedestrian access from the townhomes by Huntington Road to the central green while placing a largely uninterrupted door-less wall facing the townhomes. Splitting Building 4 with a public pedestrian path would allow direct access and create an opportunity for a monumental terminating vista of the new Mall façade.

6. *Waiver to remove the townhome lots from the plaza area calculation in Section 9-25-8(F)2.*

   Applicant's Purpose: Reduces the impervious surfaces on the site.

   Staff Opinion: The plaza requirement is intended to provide attractive public gathering places in large developments. While Staff supports reducing impervious surfaces, Staff does not support removing public gathering places from large-scale developments. Staff does recognize that plazas may not be the best fit for public gathering spaces among the townhomes, so Staff is conditioning its support for this waiver on the applicant distributing public gathering spaces in the form of public greens, small parks, or like designs throughout the townhome blocks.

7. *Waiver from the 200' maximum distance for shared parking required in Section 9-30-8(A)*

   Applicant's Purpose: The shared parking has been placed farther than 200 feet from the buildings that are intended to use it.

   Staff Opinion: Staff had a difficult time evaluating this request since the applicant did not specify where on the site plan they are having difficulty meeting this standard. The intent of this standard is to reduce parking minimums where the location allows parking to be efficiently shared between compatible uses (such as those with differing periods of demand). Locating the shared parking too far from these uses defeats the purpose of the standard. Therefore, Staff does not support the waiver. Staff notes that the applicant has created blocks in excess of the 3-acre maximum, and breaking up these blocks may allow

them to locate their parking closer to its assigned uses. If the applicant can specify where they are having difficulty meeting the standard, Staff can provide clearer direction on compliance, and may reconsider its position on the waiver.

8. *Waiver from required conserved tree canopy standards of Section 8-7-15*

   Applicant's Purpose: The existing tree canopy does not meet the minimum of 10% required in the C-G zone. Therefore it is impossible to conserve canopy that doesn't exist. The applicant is planning to significantly raise the overall canopy coverage from its existing levels by planting more trees.

   Staff Opinion: The ACC Arborist recommends approval of the request. Therefore, Staff supports the waiver.

Code Compliance Issues:
In addition to the requested waivers Staff has found the following code compliance issues:

1. The applicant does not show that the apartments are complying with the 450' minimum square footage requirement of Section 9-15-15.
2. The townhomes do not use enough design features to comply with Section 9-25-8(B)1.
3. The townhomes do not have enough side fenestration to comply with Section 9-25-8(B)4.
4. Multiple blocks exceed the 3-acre maximum in Section 9-25-8(C)3.
5. No children's play area was designated as required in Section 9-25-8(C)7.c.
6. The plan does not comply with the plaza coverage and design requirements of Section 9-25-8(F)2.
7. The site plan does not match the elevations shown for the mixed-use buildings nor the senior housing. The façade offsets shown on the elevations are not shown in the site plan, and the building shapes on the site plan are not reflected in the elevations. The elevations on some of the buildings do not match from one cardinal direction view to the next.
8. Applicant showed retaining walls but did not specify which ones would be greater than four feet high.

The applicant has provided a plan clearly identifying the three proposed phases of development. However, an individual site plan needs to be provided for each phase with notes for each plan indicating ongoing compliance for maximum residential density, maximum lot coverage, maximum floor area ratio, minimum and maximum parking calculations, etc.

EFFECT ON COMMUNITY

I. BALANCE OF LAND USES IN ATHENS-CLARKE COUNTY

The mall building is currently 791,011 sq. ft. per tax records, with an additional empty theater and two outparcels. Hundreds of thousands of square feet of commercial space will be demolished to make way for townhouses and mixed-use apartment buildings with new retail. The remaining mall structure will add office uses to its existing retail. The current balance of land uses is overweighted on commercial, as evidenced by the numerous vacancies. The proposal brings much needed balance through its office and residential uses. The redevelopment of this site has the opportunity to create a balanced neighborhood where people can live and meet a variety of daily needs instead of trying to be a regional magnet for commerce. When it was built, the mall dramatically shifted the balance of land uses away from Downtown and the traditional urban core of Athens. A well-designed redevelopment of this site could once again shift the balance of land uses by creating a Westside "downtown" where residents would be attracted to gather,

recreate, and do business. This could also add energy to adjacent properties and neighborhoods that have felt the negative impact of the mall's decline.

The scale of the development triggered a Development of Regional Impact (DRI) Review by the Northeast Georgia Regional Commission, the results of which are attached to this report (Note: the NEGRC reviewed a previous iteration of this plan and did not provide input on the current proposal since the changes did not warrant another round of review).

II. POPULATION

Based on the bedroom count, the overall population would increase up to 2,057, depending on the occupancy of the units with multiple bedrooms. The proposal includes a total of 1,188 residential units, including 112 studio units, 526 one-bedroom units, 292 two-bedroom units, 56 three-bedroom units, and 202 townhomes in 2-4 bedroom floorplans. Importantly, for a community with smaller average household sizes, 31% of the bedrooms and 54% of the units are in studio/one-bedroom formats.

III. ENVIRONMENT

The Athens-Clarke County (ACC) Environmental Areas Map indicates the presence of a protected environmental area on site. Specifically, the northwestern portion of the subject property has a 75' riparian buffer in the area of the proposed stormwater retention pond.

The ACC Arborist has reviewed and approved the plan without comment.

IV. TRAFFIC, TRANSPORTATION, & TRANSIT

The Traffic Impact Analysis provided with the preliminary plan has been revised and resubmitted with the master application materials for continued Staff review. This section of Atlanta Highway is scheduled for construction as part of the Georgia Department of Transportation's (GDOT) project to rebuild the Loop 10 interchange with Atlanta Highway.

As noted above, the site has been divided into blocks with new streets including multi-use paths and sidewalks. By Staff's count, 6 of the 12 blocks exceed the 3-acre block maximum imposed by Section 9-25-8(C)3. Not only does this plan violate the Code, it misses an opportunity to create a dense transportation network that is scaled for walking instead of driving. This 75-acre site is close to the size of Athens' 90-acre downtown, and could serve as a "downtown" for the west side of Athens. Downtown has a smaller symmetrical block network that is ideally scaled for walking compared with the proposed block network for the Mall. The blocks that break the 3-acre maximum create circuitous routes for pedestrians and decrease the amount of potential interest-generating block frontage. Having a transportation network with frequent connections also would allow traffic to flow more smoothly because there are more route choices.

Staff notes that many of the streets have vehicle travel lanes of 12 feet that are more appropriate for highways than local surface streets. This site is positioned to be a neighborhood destination with significant foot traffic. Therefore, design elements like narrow travel lanes should be used to prioritize safety and accessibility. Given the increased density proposed for the site, the applicant may want to consider swapping some of the on-street parking for designated delivery/loading zones to ensure efficient transfer of goods.

The ACC Transportation and Public Works Department has reviewed the application and has the following transportation-related comments:

- *The proposed location of the Huntington Rd roundabout creates a potential hazard due to the location of the existing ATM driveway in the northbound Huntington Rd exit lane, very close to the circle itself. Either the roundabout or the driveway needs to be shifted to achieve more separation or perhaps bring the driveway directly in to the roundabout.*
- *The binding plan needs to note that the Marilyn Farmer Way roundabout and the Huntington Road roundabout pavements will meet ACC paving standards for a major collector.*
- *Please include a TIA including the intersection of Atlanta Highway at Cleveland Road. The TIA must include remedies for any drop in LOS of the affected intersections.*

Athens Transit currently services two bus routes, Route 20 and Route 21, through the subject property, and two ACC Transit bus stops are currently located on the property. The ACC Transit Department has reviewed and approved the proposal without comment.

V. GRADING AND DRAINAGE

The ACC Transportation and Public Works Department has reviewed the application and has no grading- or drainage-related comments at this time.

VI. WATER AND SEWER AVAILABILITY

The ACC Public Utilities Department has reviewed this request and recommended approval with the following comments:

- *All fee simple townhouse lots require independent water and sewer services.*

VII. FIRE PROTECTION

The ACC Fire Marshal has reviewed and approved this request without comment.

RECOMMENDATIONS

I. STAFF RECOMMENDATION

Future Land Use – Approval
Zoning – Approval with Conditions

The purpose of the planned development request is to redevelop the Georgia Square Mall property for the purpose of a mixed-use residential, commercial, and office development. The request is compatible with the existing *General Business* Future Land Use designation and the Commercial-General zoning of the property.

It is important to get the design right on this site because of its generational impact on Athens. The proposal trades commercial space and parking for a grid-like street network, residential uses, multi-modal connectivity, and greenspace, as recommended previously by the Planning Commission. Staff supports the addition of all of these elements as well. The proposal has been improved compared to its original form. However, Staff has found missed opportunities to create an attractive, resilient urban neighborhood out of this declining suburban mall. The basic components of a neighborhood are present, but Staff recommends approval with the following conditions in an effort to align the proposal with the full potential of the site:

1. The applicant must amend the plan to correct the following code compliance issues:
    a. The applicant does not show that the apartments are complying with the 450' minimum square footage requirement of Section 9-15-15.

b. The townhomes do not use enough design features to comply with Section 9-25-8(B)1.
c. The townhomes do not have enough side fenestration to comply with Section 9-25-8(B)4.
d. No children's play area was designated as required in Section 9-25-8(C)7.c.
e. The plan does not comply with the plaza coverage and design requirements of Section 9-25-8(F)2.
f. The site plan does not match the elevations shown for the mixed-use buildings nor the senior housing. The façade offsets shown on the elevations are not shown in the site plan, and the building shapes on the site plan are not reflected in the elevations. The elevations on some of the buildings do not match from one cardinal direction view to the next.
g. Applicant showed retaining walls but did not specify which ones would be greater than four feet high.

2. The applicant shall request a waiver for exceeding the 3-acre block maximum of Section 9-25-8(C)3.
3. The architecture can be amended administratively with Staff review and approval.
4. Public dedication of the north/south street running along the western edge of the property between Marilyn Farmer Way and Atlanta Hwy and at least one of the east/west streets connecting Huntington Rd with this north/south street can be considered without amending the planned development.
5. The applicant must provide a publicly accessible bike and pedestrian connection between the center green and the parallel street running between Building 4 and the townhomes.
6. Building 3 shall be modified to provide direct pedestrian connection from the building to the street by removing the parking strip.
7. Phase 2, as shown, on the Redevelopment Concept Plan, dated 10-19-22, shall be approved with the density proposed in this application, but should be afforded an opportunity to be redesigned to reduce building scale and incorporate a wider variety of "Missing Middle" housing types with Staff approval.
8. Greens (including the dual purpose stormwater greens) shall be designed to incorporate public art and other programmed design elements to encourage pedestrian use of these spaces.
9. The submittal shall be amended to comply with the following Public Works requirements:
    a. The proposed location of the Huntington Rd roundabout creates a potential hazard due to the location of the existing ATM driveway in the northbound Huntington Rd exit lane, very close to the circle itself. Either the roundabout or the driveway needs to be shifted to achieve more separation or perhaps bring the driveway directly in to the roundabout.
    b. The binding plan needs to note that the Marilyn Farmer Way roundabout and the Huntington Road roundabout pavements will meet ACC paving standards for a major collector.
    c. Include a TIA including the intersection of Atlanta Highway at Cleveland Road. The TIA must include remedies for any drop in LOS of the affected intersections.

II. PLANNING COMMISSION RECOMMENDATIONS

Future Land Use – Approval
Zoning – Approval with Conditions

The Planning Commission considered the requests at their regular meeting on December 8, 2022 and voted to approve the requests with the conditions as stated in this staff report.

III. CURRENT STATUS

The request and the Planning Commission recommendation are tentatively scheduled for presentation to the Mayor and Commission at their agenda setting on January 17, 2023. The applicant revised their report to request the waiver in Condition 2. Therefore, Condition 2 is not in effect. The Mayor and Commission are tentatively scheduled to take action on this request on February 7, 2023.

Report for 3700, 3706, 3708, & 3710 Atlanta Highway

Zoning Criteria Considered by Staff for Zoning Actions		
Reviewed	Not Applicable	Considerations
X		1. The proposed zoning action conforms to the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.
X		2. The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.
X		3. The proposal will not adversely affect the balance of land uses in Athens-Clarke County.
X		4. Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.
X		5. The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.
X		6. The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures.
X		7. The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.
X		8. The existing land use pattern surrounding the property in issue.
X		9. The possible creation of an isolated district unrelated to adjacent and nearby districts.
X		10. The aesthetic effect of existing and future use of the property as it relates to the surrounding area.
X		11. Whether the proposed zoning action will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
X		12. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if zoned as requested will not alone constitute a significant detriment.
X		13. Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.

Public Notice

In accordance with Section 9-4-9(E), public notice of this zoning request was last posted on or near the subject property on November 23, 2022.

NEGRC
NORTHEAST GEORGIA REGIONAL COMMISSION

DEVELOPMENTS OF REGIONAL IMPACT

Final Report

Northeast Georgia Regional Commission • 305 Research Drive, Athens, Georgia • www.negrc.org

The Northeast Georgia Regional Commission (NEGRC) has completed its review of the following Development of Regional Impact (DRI). This report contains the NEGRC's assessment of how the proposed project relates to the policies, programs, and projects articulated in the Regional Plan and Regional Resource Plan. Also included is an assessment of likely interjurisdictional impacts resulting from the proposed development, as well as all comments received from identified affected parties and others during the fifteen-day comment period.

The materials presented in this report are purely advisory and under no circumstances should be considered as binding or infringing upon the host jurisdiction's right to determine for itself the appropriateness of development within its boundaries.

Transmittal of this DRI report officially completes the DRI process. The submitting local government may proceed with whatever final official actions it deems appropriate regarding the proposed project, but it is encouraged to take the materials presented in the DRI report into consideration when rendering its decision.

Project I.D.:	DRI #3563
Name of Project:	Georgia Square Mall Redevelopment
Name of Host Jurisdiction:	Athens-Clarke County

Background

DRI review was initiated following the developer's request for a rezoning with variances from Athens-Clarke County initiated the review. The property would be rezoned from Commercial-General (C-G) to Commercial-General Planned Development (C-G PD). Potentially affected parties were asked to submit comments on the proposal during the 15-day period of 01/20/22—02/04/22.

Proposed Development

Mark Jennings is proposing redevelopment of the existing Georgia Square Mall into a mixed-use development, including 986 multi-family units, 152 senior living units, 63,500 SF of retail, 28,500 SF of restaurant space, and re-use of 293,000 SF of existing commercial space on a 75-acre site (parcel numbers: 073 016, 073 016F, 073 016J, 073 016K, 073 016S, and 073 016T) at 3700 Atlanta Hwy in Athens-Clarke County. Additionally, one detention pond and 2,937 parking spaces would be constructed. According to the site plan, the project would be completed in eight phases with an estimated completion date in 2026. Phase One would include 136 housing units and demolition/renovation of the existing mall structure. Phase Two would include 52 housing units and 17,000 SF of retail/restaurant. Phase Three would include 216 housing units. Phase Four would include 248 housing units. Phase Five would include 80 housing units. Phase Six would include 76 housing units. Phase Seven would include 34,000 SF of retail/restaurant. Finally, Phase Eight would include 41,000 SF of grocery/retail/restaurant space. Currently, the site is a nearly defunct mall. Part of the existing structure would be demolished and replaced with parking lots.

Compatibility with Existing Plans

The site is identified as "General Business" and "Employment Center" on the Athens-Clarke County Comprehensive Plan's Future Land Use Map (dated 06/13/2018). It is also categorized as "Retail Sales/Personal Services" on the Land Based Classification Standards Map in the Plan. The "General Business" use includes:

> "Commercial areas that serve a variety of needs for the residents of the region. It is intended for small- and large-scale retailing and service uses that are auto-oriented, such as Atlanta Highway. Pedestrian-oriented design is particularly appropriate when these streets contain neighborhood-shopping areas or are adjacent to multifamily housing or residential neighborhoods. Pedestrian circulation in these centers is a primary concern, therefore, connectivity within and to surrounding areas should be encouraged."

The area description also states that street-level facades should have a pedestrian scale and architecture, with buildings that are oriented towards tree-lined streets. Small and medium scale retail stores should frame the streets and pedestrian circulation should be prioritized over automobile access. Parking lots should not be located at the street front and shared parking should be encouraged. The Plan encourages infill housing in areas near commercial nodes.

The Plan describes the "Employment Center" category as "areas of industry, office, research parks, and flex-space mixed uses." Housing is considered incompatible with the uses proposed for this area.

Aside from heavy industry, there appears to be considerable room to compatibly mix uses like offices with housing on this site. However, the proposal does not appear to meet the recommendations for the Plan's "General Business" category. The proposal makes little effort to create an environment that is safe, comfortable, useful, and attractive for pedestrians, and it includes no connections to the adjacent neighborhoods that would assumedly serve as a critical source of business for commercial tenants. Rather than being built at a pedestrian scale, most of the proposed structures are scaled to fill an entire block without creating an interesting or inviting streetscape for pedestrians. Furthermore, the four-lane ring road would retain its existing configuration around most of the site—serving as a moat separating the property from connectivity to the adjacent community. The vast amount of surface parking that is projected for the site ensures that the design will continue to be auto-oriented, at the expense of pedestrians and place-making.

The site is identified as "Developing" on the Northeast Georgia Regional Plan's Regional Land Use Map (dated 6/7/2018). It is also listed as an area with potential for redevelopment according to the Areas Requiring Special Attention Map in the Plan. Greyfield redevelopment is encouraged to create more neighborhood and pedestrian friendly places, housing choices, a sense of place, and multiple transportation options. The Regional Plan recommends development that matches the region's workforce, prices in the lifecycle cost of infrastructure, creates a sense of place, builds a compact development pattern on existing infrastructure, creates diverse and affordable housing, and compliments existing and planned transportation options—especially non-automobile transportation modes.

The site plan shows limited attempts to create a pedestrian and neighborhood friendly design. Only the small restaurant area in Phase VII makes any attempt to create an attractive gathering place for people; overall, the site layout seems to create isolated pods of buildings that are surrounded by extensive areas of pavement and landscaped medians. The project would provide two types of housing: large multi-family structures and "active adult" units. However, the proposal fails to connect them to each other and rest of the development through any kind of meaningful multi-modal access. The plan actually proposes reducing the number of bike parking spaces required by local regulations. It is important to acknowledge this site has long-awaited

redevelopment and the project would likely increase the tax value of the site. However, a "suburban-retrofit" style development would likely increase the project's value significantly while also better aligning it with the local and regional plans. It could become a kind of "downtown" for the west side of Athens where people love to gather and public events are held. In order to meet the recommendations of local and regional plans and suburban retrofit best practices, proposals for this site should convert the existing ring road from four lanes to two lanes with a protected two-way bicycle lane and parallel parking. Bike and pedestrian connections should be made to adjacent streets, like Cavalier Road, Cherokee Ridge, and Meeler Circle, as well as to properties like Akademia Brewing and the Meadowland apartment complex. An internal street network, with wide shady sidewalks and easy bike access, should also be established. The Avalon project, in Alpharetta, provides a nearby example of how to create an attractive main street for a project like this. It's also recommended the project be divided into walkable blocks that are populated with buildings that engage people through frequent doors and windows along the sidewalk. Shallow "liner" buildings can be used to frame these streets and provide the feel of an attractive "urban village." These smaller commercial spaces are especially attractive to local businesses. The proposal should provide a variety of housing at different price points. These kinds of sites can add many of the "Missing Middle Housing" types like townhomes, live/work units, quadplexes, and 10-20 unit multi-plexes. One of the primary obstacles to this kind of redevelopment is excessive parking. Too much parking leads to excessive stormwater runoff, crowds out value-producing buildings, and encourages automobile dependency. Although the site is currently characterized by an over-abundance of parking, existing parking requirements would mandate additional parking if the proposal moved forward. The total amount of parking should be significantly reduced and stacked, on-street, or shared parking should be used to reduce the amount of surface space devoted to parking. Parking decks should be shielded from the street where possible. If the entire site cannot be developed at the onset, then streets, utilities, and parking lots can be laid out in a way that allows for infill development, as it becomes feasible. This style of creative redesign may be necessary to successfully extend the site's longevity for a significant period of time. As currently designed, the project appears to only align with the Regional Plan's desire for infill development and the creation of affordable housing options.

Potential Interjurisdictional Impacts

The applicant states that the project is unlikely to affect any of the environmental quality factors identified on the DRI Additional Form, including water supply watersheds, groundwater recharge areas, wetlands, protected mountain and river corridors, floodplains, historic resources, and other environmentally sensitive resources. An estimated 72-73% of the site would be covered in impervious surfaces, and one large retention pond is planned to manage stormwater runoff. The site is almost completely covered in impervious surfaces in its current state. The applicant states that stormwater facilities, designed in accordance with the Georgia Stormwater Management Manual and Athens-Clarke County regulations, would be provided. Since the site is almost completely covered in impervious surfaces, any reduction would be an improvement for the management of stormwater. Significantly reducing the amount of surface parking is recommended to minimize stormwater runoff. Furthermore, the planned retention pond misses an opportunity to become an amenity for the site, as was done in Atlanta's Old Fourth Ward Park. The developer should consider managing stormwater through multiple dual-purpose retention and amenity ponds that could serve as attractive value-adding anchors for multiple sections of the site. Low-impact design measures, like bioswales, rain gardens, green roofs, permeable paving, and other green infrastructure should be incorporated into the project design. At minimum, the project should be in accordance with the latest edition of the Georgia Stormwater Management Manual (Blue Book) and meet all relevant EPD requirements.

The National Wetland Inventory (NWI) identifies zero acres of wetlands onsite and 90 acres of wetlands within one mile of the site. The Northeast Georgia Regional Plan's Conservation and Development Map (dated

7/19/2018) identifies zero acres of "Conservation" land onsite and 351 acres of "Conservation" land within one mile of the site. This "Conservation" land includes 247 acres of Regionally Important Resource land within one mile of the site. No specific Regionally Important Resource sites are identified within one mile of the proposed site.

Kimley-Horn has performed a traffic study for the proposal that estimates the project would generate 8,462 daily trips, including 601 AM Peak Hour trips and 582 PM Peak Hour Trips. The study concludes that the adjacent roadway network is sufficient to handle these trips, although this is based on including the Georgia Dept. of Transportation's future 2023 reconstruction of the nearby interchange between Atlanta Hwy and the Athens Loop, and the associated widening of Atlanta Hwy to eight lanes into its calculations. No new infrastructure is proposed for the site beyond the five existing entrances. However, as stated above, significant improvements are recommended by the NEGRC to improve bike and pedestrian accessibility. More importantly, the redevelopment of this site could generate significant ridership for Athens-Clarke County's transit service. The site already has a bus stop, but the redevelopment application makes no mention of turning this site into a transit-friendly hub. Particularly with residential units targeted toward older populations, this project should not miss the opportunity to incorporate transit-friendly design elements.

The project would be served by the Athens-Clarke County water and sewer systems with an estimated daily demand of 0.31 MGD for water and 0.28 MGD for wastewater service. The applicant states that these demands can be covered by existing capacity. No water or sewer line extensions are anticipated. The applicant estimates the project would generate 5,857 tons of solid waste annually and that sufficient landfill capacity exists to handle this waste. No hazardous waste would be generated.

The applicant estimates that the project would be worth $426 million at build-out, in 2026, and generate $10 million in annual local taxes. On a per-acre basis, the project would be worth approximately $5.7 million and generate approximately $133,000 in tax revenue. Prior to approval, the Unified Government should measure the life cycle costs of the infrastructure needed to serve this project to ensure that they would not be committing to more maintenance expenses than the new tax revenue can cover. As stated above, the project would likely raise the value of the site, but a quality suburban retrofit project would likely provide even more tax value by minimizing negative space in favor of value-producing buildings and amenities.

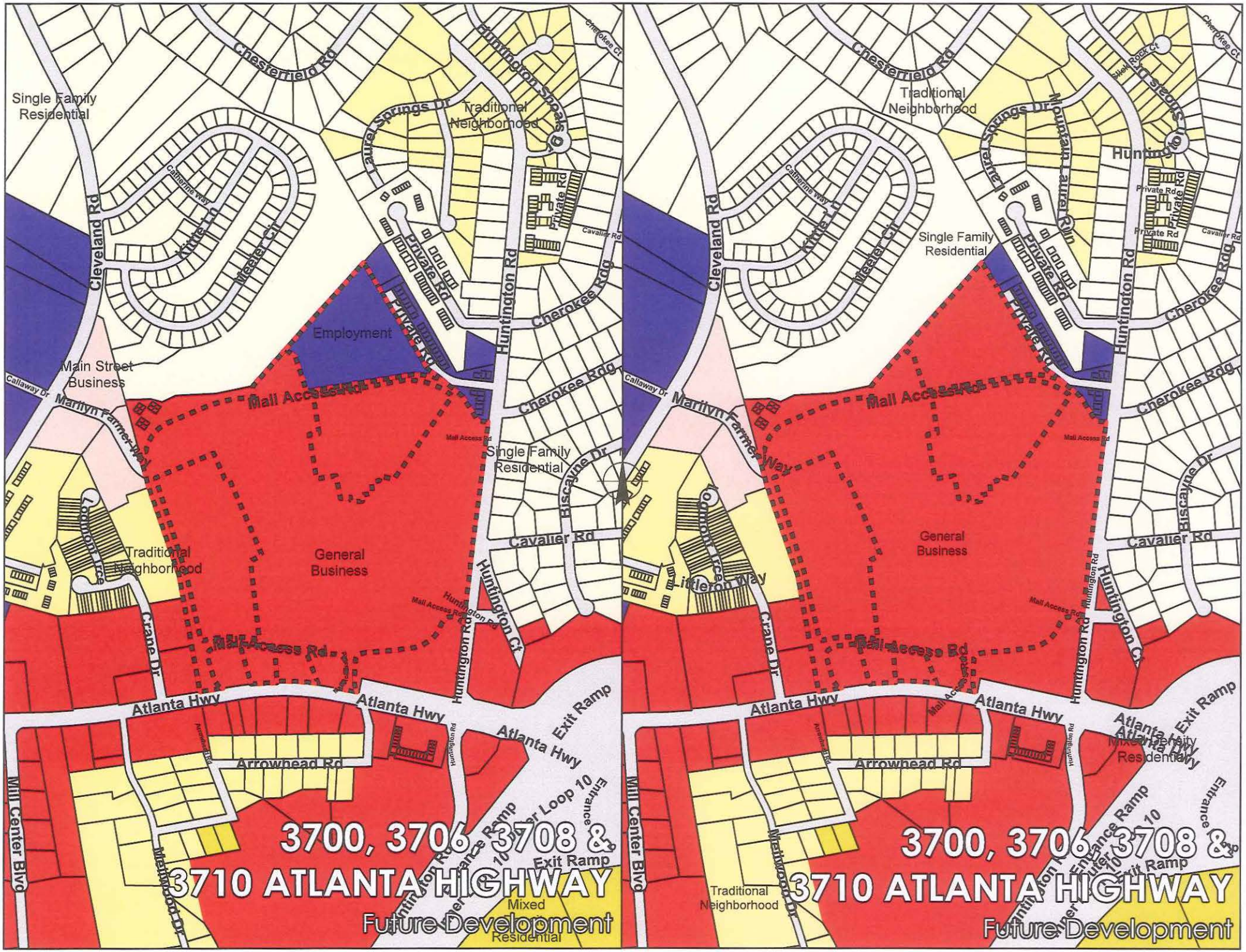
Comments from Affected Parties

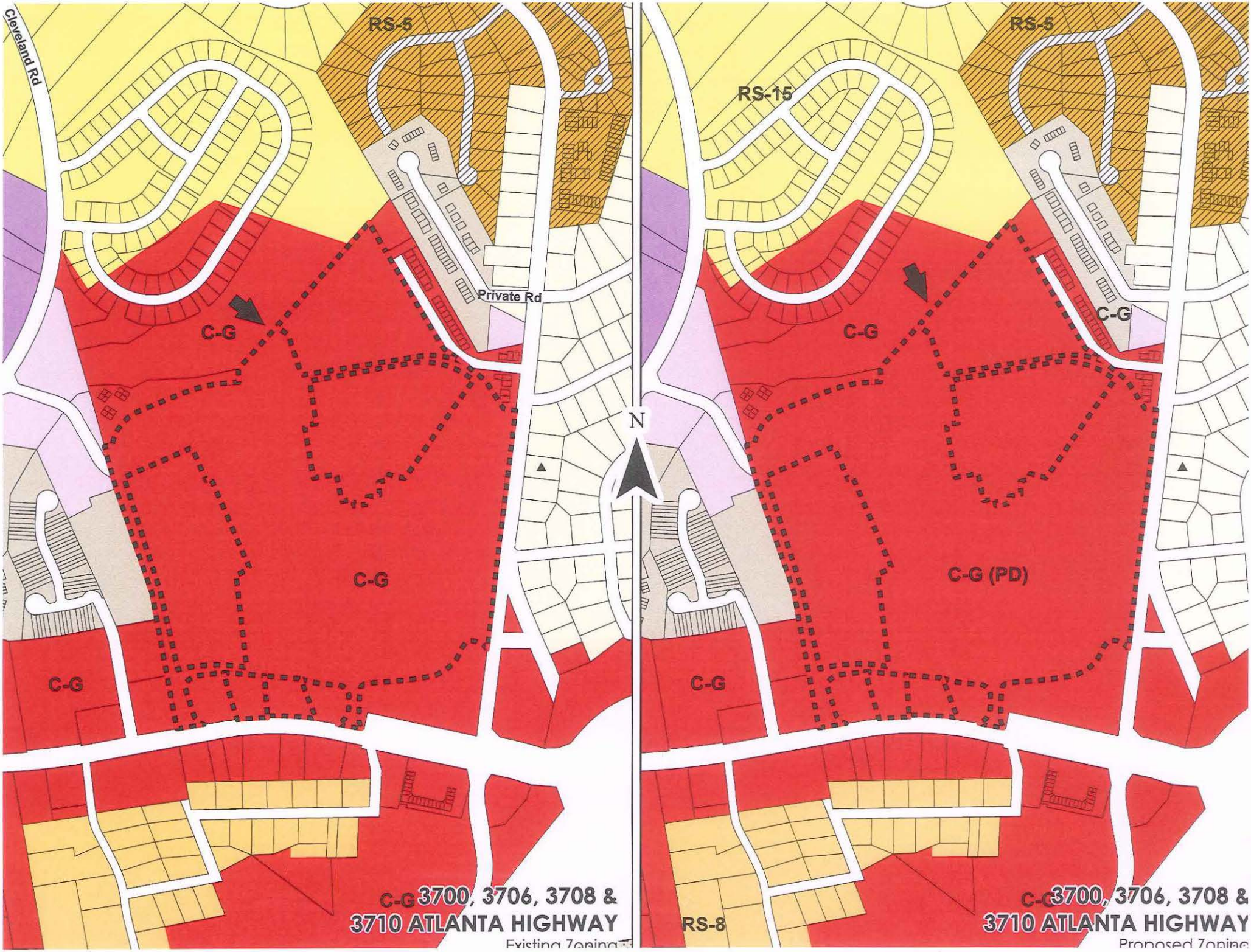
Alan Hood, Airport Safety Data Program Manager, Georgia Department of Transportation

This proposed project is 7.3 miles west of the Athens-Ben Epps Airport (AHN), and is located outside of any FAA approach or departure surfaces, and airport compatible land use areas, and does not appear to impact the airport.

However, if any construction or construction equipment reaches 200' AGL or more, an FAA Form 7460-1 must be submitted to the Federal Aviation Administration. That may be done online at https://oeaaa.faa.gov. The FAA must be in receipt of the notification, no later than 120 days prior to construction. The FAA will evaluate the potential impact of the project on protected airspace associated with the airports and advise the proponent if any action is necessary.

Thank you for the opportunity to comment on the proposed development.


Single Family Residential
Chesterfield Rd
Traditional Neighborhood
Huntington Shoals Dr
Cherokee Ct
Laurel Springs Dr
Catherine Way
Kittie Ln
Master Cir
Private Rd
Cavalier Rd
Cleveland Rd
Huntington Rd
Cherokee Rdg
Employment
Main Street Business
Callaway Dr
Marilyn Farmer Way
Mall Access Rd
Single Family Residential
Biscayne Dr
Cavalier Rd
Traditional Neighborhood
General Business
Littleton Way
Crane Dr
Huntington Ct
Atlanta Hwy
Exit Ramp
Arrowhead Rd
Mill Center Blvd
Merlinwood Dr
Entrance Ramp
Mixed Residential
3700, 3706, 3708 & 3710 ATLANTA HIGHWAY
Future Development


Cleveland Rd
RS-5
Private Rd
C-G
C-G
C-G
C-G
N
3700, 3706, 3708 &
3710 ATLANTA HIGHWAY
Existing Zoning
RS-5
RS-15
C-G
C-G
C-G
C-G (PD)
C-G
RS-8
3700, 3706, 3708 &
3710 ATLANTA HIGHWAY
Proposed Zoning

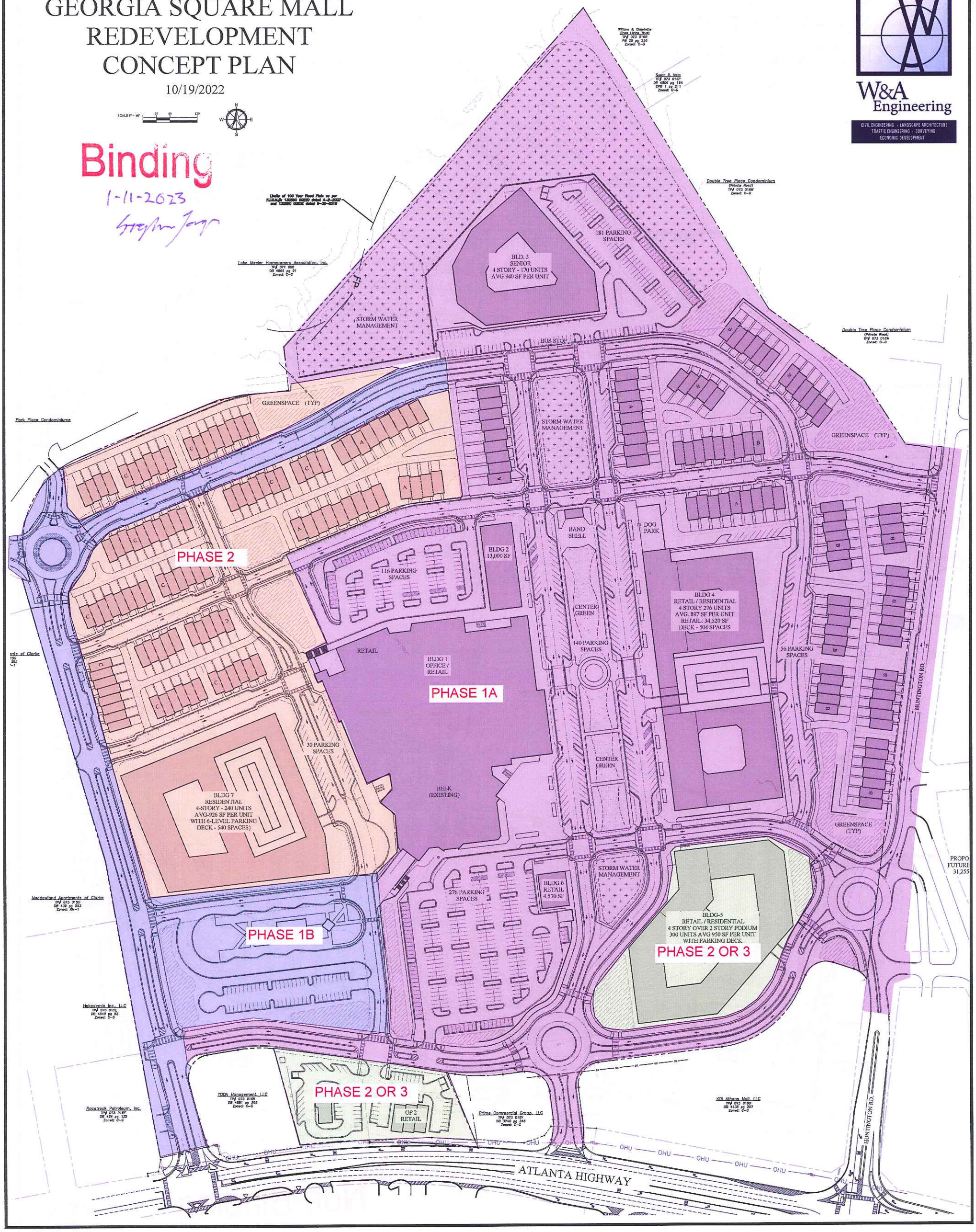
GEORGIA SQUARE MALL
REDEVELOPMENT
CONCEPT PLAN

10/19/2022

SCALE 1" = 60' 30 60 120

Binding
1-11-2023

W&A Engineering
CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING · SURVEYING
ECONOMIC DEVELOPMENT



GEORGIA SQUARE MALL
REDEVELOPMENT
CONCEPT PLAN

10/25/2022

W&A Engineering

CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING - SURVEYING
ECONOMIC DEVELOPMENT

BUILDING USE LEGEND

- RETAIL
- MULTI-USE RESIDENTIAL
- RESIDENTIAL
- SENIOR RESIDENTIAL
- TRANSIT
- OFFICE/RETAIL

Binding

BLD. 3
SENIOR
4 STORY - 170 UNITS
AVG 940 SF PER UNIT

181 PARKING SPACES

STORM WATER MANAGEMENT

BUS STOP

GREENSPACE (TYP)

STORM WATER MANAGEMENT

GREENSPACE (TYP)

BLDG 2
13,000 SF

115 PARKING SPACES

BAND SHELL

DOG PARK

CENTER GREEN

BLDG 4
RETAIL / RESIDENTIAL
4 STORY 276 UNITS
AVG. 897 SF PER UNIT
RETAIL: 34,520 SF
DECK - 504 SPACES

140 PARKING SPACES

56 PARKING SPACES

HUNTINGTON RD.

RETAIL

BLDG 1
OFFICE / RETAIL

30 PARKING SPACES

CENTER GREEN

BELK
(EXISTING)

BLDG 7
RESIDENTIAL
4-STORY - 240 UNITS
AVG-926 SF PER UNIT
WITH 6-LEVEL PARKING
DECK - 540 SPACES)

GREENSPACE (TYP)

277 PARKING SPACES

BLDG 6
RETAIL
4,570 SF

STORM WATER MANAGEMENT

BLDG-5
RETAIL / RESIDENTIAL
4 STORY OVER 2 STORY PODIUM
300 UNITS AVG 950 SF PER UNIT
WITH PARKING DECK
(450 PARKING SPACES)
RETAIL: 13,050 SF

OP 1
QSR

OP 2
RETAIL

HUNTINGTON RD.

ATLANTA HIGHWAY

SCALE 1" = 200' 0 100 200 400

GEORGIA SQUARE MALL
REDEVELOPMENT PEDESTRIAN CIRCULATION PLAN

10/28/2022

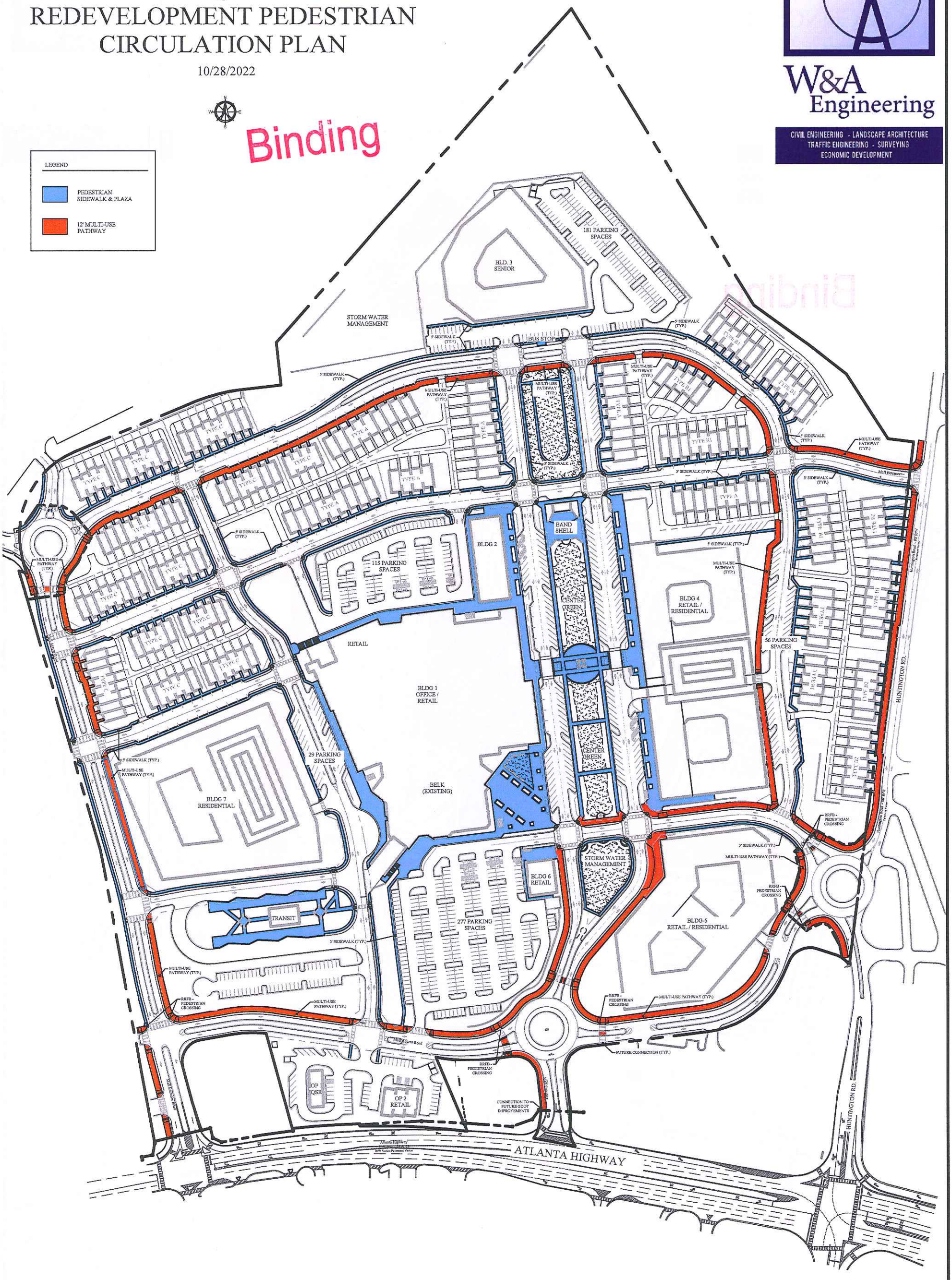
Binding

W&A Engineering

CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING · SURVEYING
ECONOMIC DEVELOPMENT

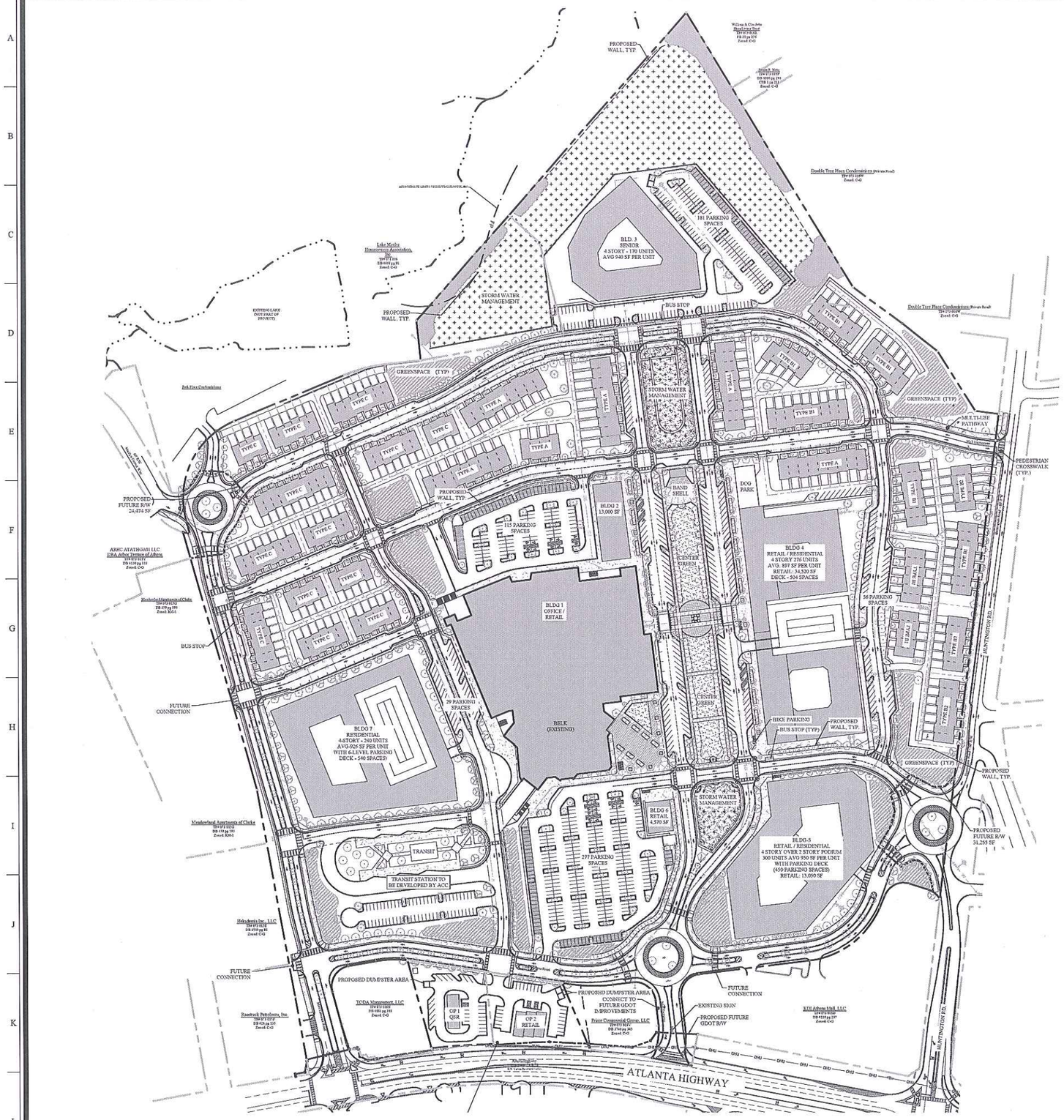
LEGEND

- PEDESTRIAN SIDEWALK & PLAZA
- 12' MULTI-USE PATHWAY



SCALE 1" = 60'

30 60 120



SITE COVERAGE DATA

TOTAL PROJECT ACREAGE: 74.772 ACRES (3,257,068.00 SF.)
FUTURE ROW: 1.378 ACRES (58,729.00 SF.)
NET SITE ACREAGE: 73.42 ACRES (3,198,378.00 SF.)

EXISTING LOT COVERAGE: 2,899,278.00 SF (89.01% OF SITE)
BUILDINGS: 528,276.00 (16.22% OF SITE)
PAVING: 2,316,439.00 (71.12% OF SITE)
CONCRETE & SIDEWALKS: 54,564.00 (1.68% OF SITE)

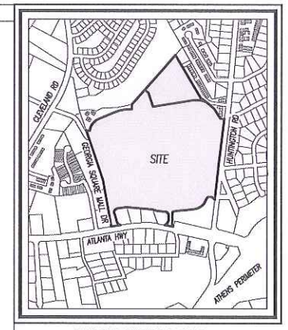
PROPOSED LOT COVERAGE: 2,046,771.00 SF. (62.84% OF NET SITE)
BUILDINGS & CANOPY: 722,341.00 SF. (22.18% OF NET SITE)
PAVING: 949,143.00 SF. (29.14% OF NET SITE)
SIDEWALKS & CONCRETE AREAS: 375,287.00 SF. (11.73% OF NET SITE)

TOTAL LANDSCAPE AREA: 1,210,297.00 SF (37.16% OF NET SITE)

OVERALL ADDITIONAL IMPERVIOUS AREA: -852,508 SF
(OVERALL IMPERVIOUS AREA REDUCED BY 28%)

PUBLIC SPACE:
PUBLIC SPACE IS REQUIRED AS PART OF CODE SECTION 9-25-8.F.2
REQUIRED: ONE SQUARE FOOT OF PLAZA OR PUBLIC SPACE SHALL BE REQUIRED FOR EVERY TEN SQUARE FEET OF GROSS FLOOR AREA.
1,623,280/10 = 162,328 SF. MINIMUM PLAZA OR PUBLIC SPACE REQUIRED
PROPOSED: 173,000+ S.F. PLAZA (NOTE: PLAZA TO BE CONSTRUCTED OF A PERVIOUS MATERIAL AND NOT COUNTED TOWARDS LOT COVERAGE.)

PLAZAS OR PUBLIC SPACES SHALL INCORPORATE AT LEAST THREE OF THE FOUR LISTED ELEMENTS IN CODE SECTION 9-25-8-F OF ACC ORDINANCE.



VICINITY MAP
SCALE: 1" = 1,000'

PARKING DATA

REQUIRED PARKING: 3,138 SPACES (25% OF THE PARKING SHALL BE SHARED BETWEEN COMMERCIAL, OFFICE AND RESIDENTIAL USES = 784 SPACES).

NOTE: THE PROPOSED TRANSIT CENTER IS A MUNICIPAL USE AND THEREFORE DOES NOT GENERATE REQUIREMENTS FOR THE DEVELOPMENTS PARKING NOR CONTRIBUTE TO THE AMOUNT OF PROPOSED PARKING.

RESIDENTIAL
STUDIO DWELLING UNIT = 1 SPACE PER
112 x 1 = 112 MINIMUM REQUIRED SPACES
ONE BED DWELLING UNIT = 1.5 SPACES PER
526 x 1.5 = 789 MINIMUM REQUIRED SPACES
TWO+ BED DWELLING UNITS = 2 SPACES PER
348 x 2 = 696 MINIMUM REQUIRED SPACES
TOWNHOMES = 2 SPACES PER
202 x 2 = 404 MINIMUM REQUIRED SPACES

COMMERCIAL
GENERAL RETAIL = 1 SPACE PER 300 SF.
278,476 SF / 300 = 929 MINIMUM REQUIRED SPACES
QUICK SERVICE RESTAURANT = 1 SPACE PER 100 SF
2,500 SF / 100 = 25 MINIMUM REQUIRED SPACES

OFFICE
GENERAL OFFICE = 1 SPACE PER 450 SF.
81,000 SF / 450 = 180 MINIMUM REQUIRED SPACES

PROPOSED PARKING: 2,897 SPACES

EAST DECK = 504 SPACES
WEST DECK = 540 SPACES
SOUTHERN PODIUM = 450 SPACES
BULK SURFACE LOT = 277 SPACES
NORTHERN SURFACE LOT = 115 SPACES
OUTPARCEL 1 = 28
OUTPARCEL 2 = 25
SENIOR LOT = 181 SPACES
TOWNHOME 2-CAR GARAGES = 404 SPACES
ON-STREET PARKING = 373 SPACES

ADA PARKING: REQUIRED FOR ALL PARKING LOTS FOR PLACES OF PUBLIC ACCOMMODATION AND COMMERCIAL FACILITIES (EXCLUDES TOWNHOMES).

OVER 1000 SPACES = 20, PLUS 1 PER 100 OVER 1000
2,494 SPACES = 35 REQUIRED ADA SPACES.

29 SURFACE SPACES PROVIDED
REMAINDER OF SPACES TO BE IN PARKING STRUCTURES

BICYCLE PARKING:
REQUIRED: 2 BICYCLE SPACES+1 BICYCLE SPACE/20 REQUIRED PARKING SPACES
2+(3,138/20) = 159 REQUIRED BICYCLE PARKING SPACES

160 SPACES PROVIDED

PROPOSED: 110 (6'X3' SPACES), NOTE: A PORTION OF THE REQUIRED BICYCLE PARKING SPACES HAVE BEEN SHOWN NEAR THE BUILDING ENTRANCES. THE REMAINDER OF REQUIRED SPACES SHALL OCCUR INSIDE THE BUILDINGS IN ACCORDANCE TO SEC. 9-30-5.

PERVIOUS PARKING IS REQUIRED AS PART OF CODE SECTION 9-25-8.F.4.B
"NO LESS THAN 20 PERCENT OF THE REQUIRED PARKING SPACES SHALL BE CONSTRUCTED OF DUST-FREE PERVIOUS PAVING MATERIALS PURSUANT TO SECTION 9-30-9(C) OF THIS TITLE."

APPLICABLE REQUIRED PARKING SPACES (SURFACE SPACES) = 573 SPACES
573 x 0.2 = 115 PERVIOUS SPACES

124 PROPOSED PERVIOUS SPACES

PROJECT DENSITY

PROPOSED RESIDENTIAL DENSITY

TOTAL SITE AREA: 74.772 AC.
TOTAL PROPOSED BEDROOMS: 2,057

ALLOWED DENSITY: 24 BEDS PER ACRE
PROPOSED DENSITY: 27.5 BEDS PER ACRE

AFFORDABLE UNITS: 10% OF THE DWELLING UNITS IN THIS PROJECT SHALL BE RENTED AT OR BELOW 80% OF THE AREA MEDIAN INCOME.

AFFORDABLE DWELLING UNITS: 89 (140 BEDS)

WAIVER LIST

1) ALLOWANCE OF GROUND FLOOR RESIDENTIAL IN A COMMERCIAL GENERAL DISTRICT (9-10-2)
2) A REDUCTION IN THE REQUIRED AMOUNT OF EXISTING TREE CANOPY TO BE RETAINED (9-7-15)
3) INCREASE TO THE MAXIMUM ALLOWABLE LENGTH OF A BUILDING (9-25-8-F-1-a)
4) ELIMINATION OF THE MAXIMUM DISTANCE REQUIREMENT FOR SHARED PARKING FACILITIES (9-30-6-a)
5) INCREASE TO THE ALLOWABLE DENSITY FROM 24 UNITS PER ACRE TO 27.5 UNITS PER ACRE (9-10-3)
6) RELIEF FROM RS-5 STANDARDS FOR SINGLE FAMILY IN A CG ZONE (9-10-2-(4)(1))
7) A REDUCTION IN THE CG MINIMUN LOT WIDTH FROM 50' TO 20' (9-10-3)
8) REMOVAL OF THE PLAZA REQUIREMENT FOR THE TOWNHOMES UNITS (9-25-8-F-2)

PROJECT DATA

PROPERTY OWNER:
KDI ATHENS MALL LLC
3520 PIEDMONT RD NE, STE 410
ATLANTA, GA 30305
ATTN: C/O MARVIN POER & CO.

DEVELOPER:
THE LEAVEN GROUP
2300 PETE DICKENS RD ,
BOGART, GA 30622
ATTN: MARK JENNINGS
706.207.0031

AUTHORIZED AGENT:
W&A ENGINEERING
355 ONETA ST.
ATHENS, GA 30601
706.310.0400

PHYSICAL ADDRESS: 3700 ATLANTA HWY

TAX PARCELS: 073 016, 073 016F, 073 016I, 073 016K, 073 016S, 073 016T

TOTAL PROJECT ACREAGE: 74.772 ACRES (3,257,068.00 SF.)

CONTOUR INTERVAL: 2' FIELD RUN TOPO BY ABE CONSULTING DATED 6.29.2022.

BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A ABE CONSULTING ALTA SURVEY FOR ATHENS CONSTRUCTION GROUP PROPERTY HOLDINGS, LLC., DATED 6.29.2022.

EXISTING ZONING: C-G

PROPOSED ZONING: C-G-PD

EXISTING USE: COMMERCIAL RETAIL

PROPOSED USE: MULTI-USE RETAIL AND RESIDENTIAL

FLOOD PLAIN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION of ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13059C0022E, 13059C0023E, WITH AN EFFECTIVE DATE OF 9/19/2022, FOR COMMUNITY PANEL NUMBER 130040, ATHENS, GA.

THERE ARE STATE WATERS WITHIN 200' OF THE SITE.

THERE ARE NO WETLANDS DELINEATED ON SITE.

THIS PROPERTY DOES NOT CONTAIN ENVIRONMENTAL AREAS AS DENOTED ON THE ATHENS-CLARKE COUNTY ENVIRONMENTAL MAP DATED 11/03/04.

BUILDING DATA

BUILDING 1 (EXISTING MALL) = 294,336 SF TOTAL
RETAIL = 213,336 SF
OFFICE = 81,000 SF

BUILDING 2 = 13,000 SF TOTAL
RETAIL = 13,000 SF

BUILDING 3 = 210,844 SF TOTAL
SENIOR RESIDENTIAL = 170 UNITS / 238 BEDS
STUDIO UNITS = 4 UNITS
ONE BEDROOM UNITS = 98 UNITS
TWO BEDROOM UNITS = 68 UNITS

BUILDING 4 = 460,486 SF TOTAL
RETAIL = 34,520 SF
RESIDENTIAL = 276 UNITS / 392 BEDS
STUDIO UNITS = 36 UNITS
ONE BEDROOM UNITS = 148 UNITS
TWO BEDROOM UNITS = 68 UNITS
THREE BEDROOM UNITS = 24 UNITS

BUILDING 5 = 330,000 SF TOTAL
RETAIL = 13,050 SF
RESIDENTIAL = 300 UNITS / 438 BEDS
STUDIO UNITS = 36 UNITS
ONE BEDROOM UNITS = 152 UNITS
TWO BEDROOM UNITS = 68 UNITS
THREE BEDROOM UNITS = 24 UNITS

BUILDING 6 = 4,570 SF TOTAL
RETAIL = 4,570 SF

BUILDING 7 = 310,044 SF TOTAL
RESIDENTIAL = 240 UNITS / 324 BEDS
STUDIO UNITS = 36 UNITS
ONE BEDROOM UNITS = 128 UNITS
TWO BEDROOM UNITS = 68 UNITS
THREE BEDROOM UNITS = 8 UNITS

OUTPARCEL 1 = 2,500 SF TOTAL
QUICK SERVICE RESTAURANT = 2,500 SF

OUTPARCEL 2 = 4,500 SF TOTAL
RETAIL = 4,500 SF

TOWNHOMES = 202 UNITS / 667 BEDS
TWO BEDROOM UNITS = 20
THREE BEDROOM UNITS = 101
FOUR BEDROOM UNITS = 81

Binding
1-11-2023

SCALE 1" = 120' (0, 60, 120, 240)

W&A Engineering
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TRAFFIC ENGINEERING :: SURVEYING
ECONOMIC DEVELOPMENT
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GEORGIA SQUARE MALL REDEVELOPMENT

CLARKE COUNTY, GA

3700 ATLANTA HWY - 74.772 ACRES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: 10/28/2022

ISSUANCE DATE: 11/3/2022

GEORGIA REGISTERED No. 3144 PROFESSIONAL ENGINEER SCOTT A. HAINES 11/3/2022

W&A PROJECT #: 220246

MASTER PLAN (OVERALL)

PD-102

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PROPOSED WALL, TYP.

William & Claudette Shea Living Trust
TP# 073 016R
PB 20 pg 256
Zoned: C-G

Srdan R. Neto
TP# 073 016P
DB 4606 pg 194
CPB 1 pg 213
Zoned: C-G

S31°39'02"E 264.05'

N41°19'58"E 341.99'

APPROXIMATE LIMITS OF EXISTING FLOODPLAIN

Lake Meeler Homeowners Association, Inc.
TP# 071 008
DB 4666 pg 91
Zoned: C-G

EXISTING LAKE (NOT PART OF PROJECT)

PROPOSED WALL, TYP.

STORM WATER MANAGEMENT

BLD. 3
SENIOR
4 STORY - 170 UNITS
AVG 940 SF PER UNIT

181 PARKING SPACES

Double Tree Place Condominium (Private Road)
TP# 073 016W
Zoned: C-G

Tract "A" - 0.368 Acre
See Survey's Notes

S53°56'42"E 150.12'

S53°24'50"E 120.90'

Double Tree Place Condominium (Private Road)
TP# 073 016W
Zoned: C-G

BUS STOP

N06°16'33"W 97.63'

N83°43'45"E 87.99'

N75°50'11"E 105.82'
L=106.18' R=373.13'

GREENSPACE (TYP)

Park Place Condominiums

TYPE C

TYPE A

TYPE B1

TYPE B2

TYPE B3

16' ALLEY (TYP.)

STORM WATER MANAGEMENT

RAISED INTERSECTION

GREENSPACE (TYP)

S32°38'25"E 172.81'

S82°54'25"E 58.01'

MULTI-USE PATHWAY

S07°04'15"W 64.99'

PEDESTRIAN CROSSWALK (TYP.)

PROPOSED FUTURE R/W 24,474 SF

N16°10'31"W 31.36'

S74°33'18"E 18.45'

N16°08'44"W 67.09'

ARHC ATATHGA01 LLC
DBA Arbor Terrace of Athens
TP# 073 015Y
DB 4139 pg 103
Zoned: C-O

RRFB - PEDESTRIAN CROSSING

Meadowland Apartments of Clarke
TP# 073 015G
DB 439 pg 593
Zoned: RM-1

BUS STOP

FUTURE CONNECTION

PROPOSED WALL, TYP.

BLDG 2
13,000 SF

115 PARKING SPACES

BAND SHELL

DOG PARK

CENTER GREEN

BLDG 4
RETAIL / RESIDENTIAL
4 STORY 276 UNITS
AVG. 897 SF PER UNIT
RETAIL: 34,520 SF
DECK - 504 SPACES

56 PARKING SPACES

BLDG 1
OFFICE / RETAIL

BELK (EXISTING)

29 PARKING SPACES

CENTER GREEN

BLDG 7
RESIDENTIAL
4-STORY - 240 UNITS
AVG-926 SF PER UNIT
WITH 6-LEVEL PARKING
DECK - 540 SPACES)

BIKE PARKING

BUS STOP (TYP)

PROPOSED WALL, TYP.

S80°04'14"W 697.16'

HUNTINGTON RD.

S07°04'15"W 445.26'

Binding

N
W
E
S

SCALE 1" = 80'
40 80 160

W&A Engineering

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GEORGIA SQUARE MALL REDEVELOPMENT

CLARKE COUNTY, GA

3700 ATLANTA HWY - 74.772 ACRES

Know what's below. Call before you dig. 811

REVISIONS

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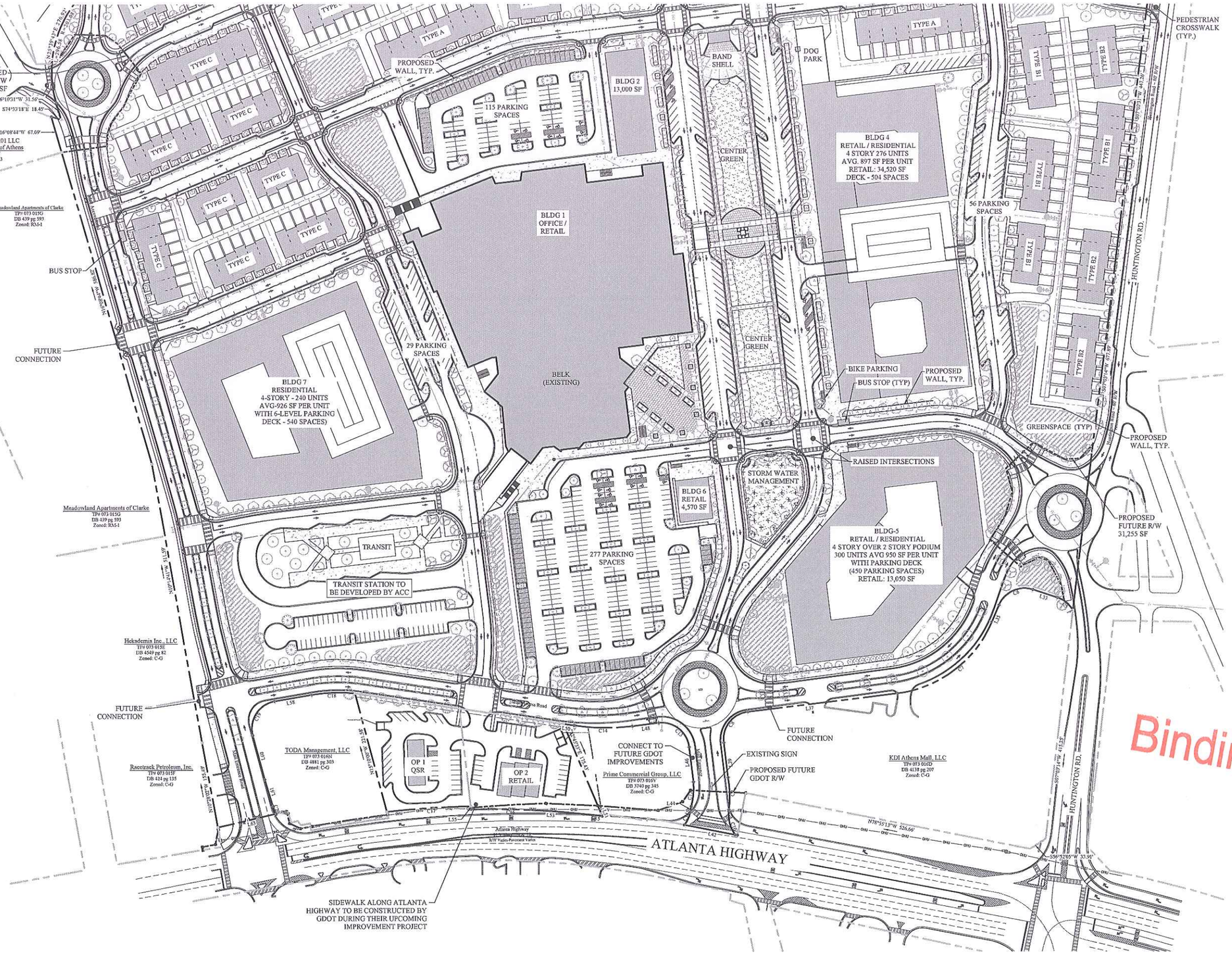
GEORGIA REGISTERED LANDSCAPE ARCHITECT SCOTT A. HAINES 11/3/2022

W&A PROJECT #: 220246

MASTER PLAN (NORTH)

PD-103

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GEORGIA SQUARE MALL REDEVELOPMENT

CLARKE COUNTY, GA

3700 ATLANTA HWY - 74.772 ACRES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW ONLY

INITIAL SUB. DATE: 10/28/2022

ISSUANCE DATE: 11/3/2022

GEORGIA REGISTERED LANDSCAPE ARCHITECT 760 SCOTT A. HAINES 11/3/2022

W&A PROJECT #: 220246

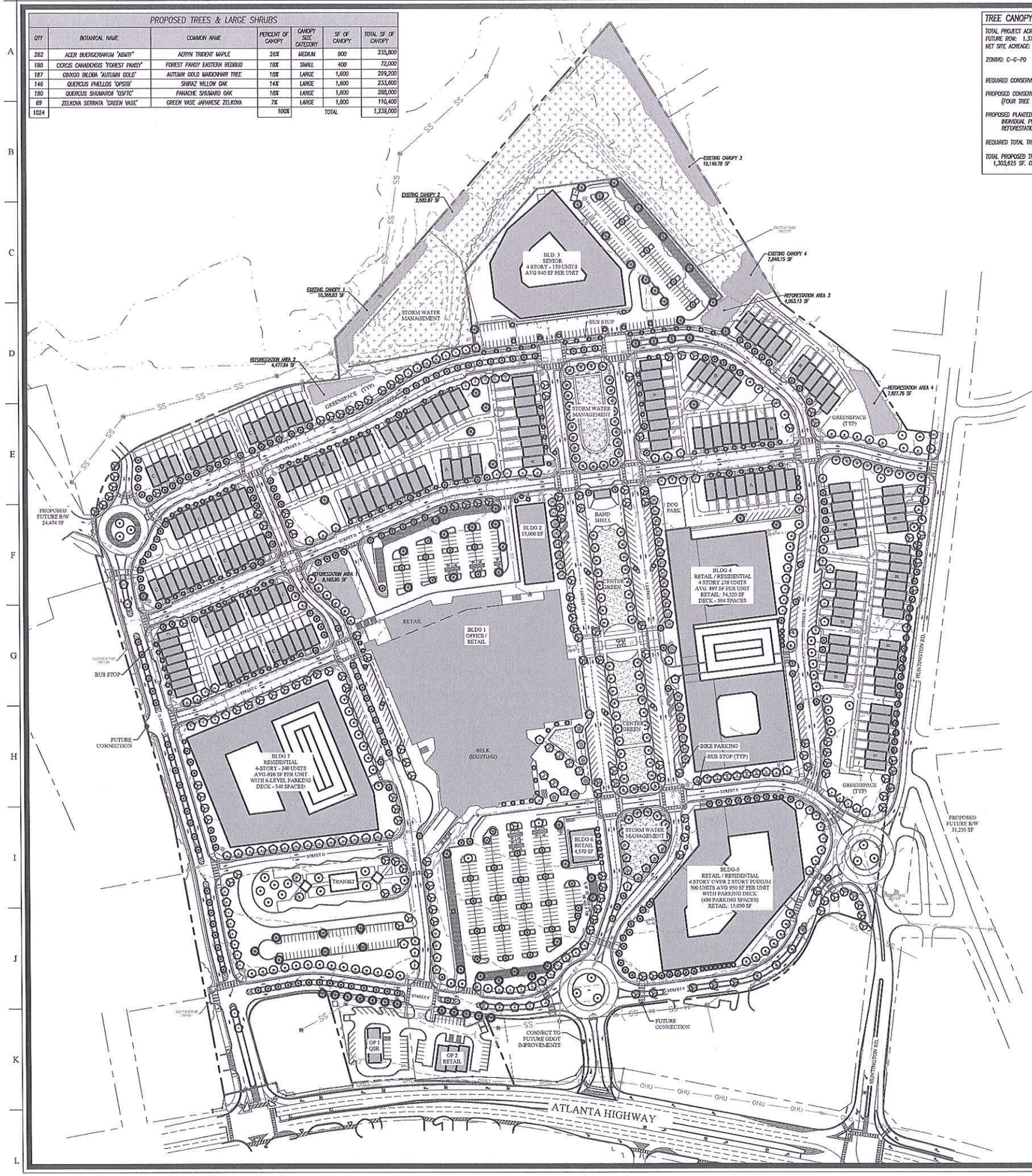
MASTER PLAN (SOUTH)

PD-104

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PROPOSED TREES & LARGE SHRUBS

QTY	BOTANICAL NAME	COMMON NAME	PERCENT OF CANOPY	CANOPY SIZE CATEGORY	SF OF CANOPY	TOTAL SF OF CANOPY
262	ACER BUERGERIANUM 'ABWTF'	ACRYN TRIDENT MAPLE	26%	MEDIUM	900	235,800
180	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY EASTERN REDBUD	18%	SMALL	400	72,000
187	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD MAIDENHAIR TREE	18%	LARGE	1,600	299,200
146	QUERCUS PHELLOS 'OPSITE'	SHIRAZ WILLOW OAK	14%	LARGE	1,600	233,600
180	QUERCUS SHUMARDII 'OSFTC'	PANACHE SHUMARD OAK	18%	LARGE	1,600	288,000
69	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE JAPANESE ZELKOVA	7%	LARGE	1,600	110,400
1024			100%	TOTAL		1,239,000



TREE CANOPY CALCULATIONS

TOTAL PROJECT ACREAGE: 74.772 ACRES (3,257,068.00 SF.)
FUTURE ROW: 1.378 ACRES (59,729.00 SF.)
NET SITE ACREAGE: 73.42 ACRES (3,198,378.00 SF.)

ZONING: C-G-PD

REQUIRED CONSERVED TREE CANOPY: 10% OF NET SITE (325,706 SF.)

PROPOSED CONSERVED TREE CANOPY: 40,060 SF. OR 1.23% OF NET SITE
(FOUR TREE GROUPS)

PROPOSED PLANTED CANOPY: 1,283,564 SF. OR 38.79% OF NET SITE
INDIVIDUAL PLANTED TREES 1,239,000 SF.
REFORESTATION AREAS 24,564 SF.

REQUIRED TOTAL TREE CANOPY (CONSERVED & PLANTED): 40% OF NET SITE

TOTAL PROPOSED TREE CANOPY (CONSERVED & PLANTED):
1,303,625 SF. OR 40.02% OF NET SITE

LANDSCAPE CALCULATIONS

REQUIRED TOTAL LANDSCAPED AREA: 25%
PROPOSED TOTAL LANDSCAPE AREA: 1,210,297.00 SF. (37.16% OF NET SITE)

STREET TREES:
REQUIRED: 1 TREE PER 30' FRONTAGE PER SECTION 8-7-15.K
STREET A: 3246.36 LF. FRONTAGE = 108.21 REQUIRED
133 PROPOSED
STREET B: 3315.54 LF. FRONTAGE = 117.18 REQUIRED
117 PROPOSED
STREET C: 836.06 LF. FRONTAGE = 27.87 REQUIRED
28 PROPOSED
STREET D: 798.52 LF. FRONTAGE = 26.63 REQUIRED
23 PROPOSED
STREET E: 1058.26 LF. FRONTAGE = 35.28 REQUIRED
38 PROPOSED
STREET F: 2706.34 LF. FRONTAGE = 91.28 REQUIRED
104 PROPOSED
STREET G: 1096.1 LF. FRONTAGE = 36.54 REQUIRED
70 PROPOSED
STREET H: 2180.42 LF. FRONTAGE = 72.68 REQUIRED
80 PROPOSED
STREET I: 2530.6 LF. FRONTAGE = 84.53 REQUIRED
88 PROPOSED
STREET J: 2818.12 LF. FRONTAGE = 87.27 REQUIRED
97 PROPOSED
STREET K: 1434.36 LF. FRONTAGE = 47.81 REQUIRED
59 PROPOSED
HUNTINGTON ROAD: 3862.53 LF. FRONTAGE = 28.75 REQUIRED
34 PROPOSED

PARKING LOT TREES:
REQUIRED: 1 PER 7 STANDARD PARKING SPACES
1004 PROPOSED SPACES/7 = 143.43 REQUIRED TREES
143 PROPOSED TREES

QUANTITIES AND PERCENTAGES ARE PROVIDED FOR PERMITTING PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES BEFORE PROVIDING A PROPOSED PRICE FOR SCOPE OF WORK TO BE PERFORMED. IF ANY DISCREPANCIES ARE FOUND, PLEASE REPORT TO W&A ENGINEERING IMMEDIATELY.

FOR SITE COVERAGE PERCENTAGES, SEE MASTER PLAN.
FOR TREE MANAGEMENT CALCULATIONS, SEE TREE MANAGEMENT PLAN.

PLANTING MATERIALS NOTE

ALL TREE SIZES TO BE AS FOLLOWS:
DECIDUOUS TREES – 2" CALIPER
MULTI-TRUNK TREES – 1" CALIPER PER TRUNK
EVERGREEN TREES – 8' IN HEIGHT

MINIMUM DISTANCES IN FEET REQUIRED BETWEEN TREES & STRUCTURES OR INFRASTRUCTURE BY TREE CANOPY SIZE CATEGORY

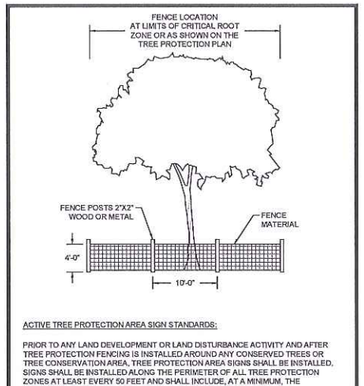
STRUCTURE/ INFRASTRUCTURE DESCRIPTION	TREE CANOPY SIZE CATEGORY FROM THE ACC TREE SPECIES LIST			
	LARGE	MEDIUM	SMALL	VERY SMALL
STREET INTERSECTION, MEASURED FROM THE ROW BOUNDARY	35	35	35	35
TRAFFIC SIGNS	20	20	20	20
LIGHT POLES	20	20	15	15
OVERHEAD UTILITIES	30	20	0	0
UNDERGROUND UTILITIES	5	5	5	5
MAILBOXES	5	5	5	5
FH, ELECTRICAL BOXES, WM	5	5	5	5
CURB, SIDEWALK, EOP	3.5	3	2	2
BUILDINGS	15	10	5	5

PLANT LEGEND

- TRIDENT MAPLE
- EASTERN REDBUD
- MAIDENHAIR TREE
- WILLOW OAK
- SHUMARD OAK
- JAPANESE ZELKOVA

TREE MANAGEMENT PLAN NOTES

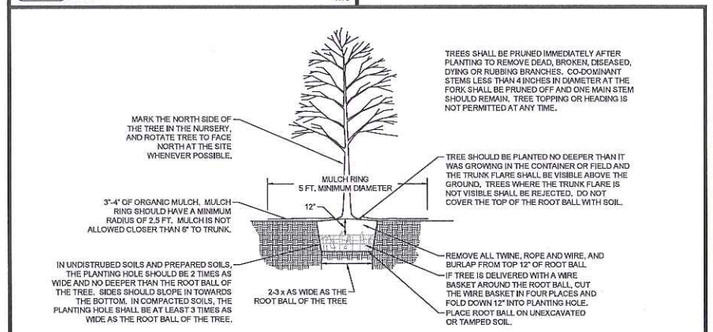
1. ALL EXISTING UTILITIES ARE SHOWN AS LOCATED ON AN SURVEY FOR; THE LEAVEN GROUP BY ABC CONSULTING. LOCATIONS SHOULD BE VERIFIED BY CONTRACTOR AT TIME OF CONSTRUCTION.
2. SEE TREE CANOPY CALCULATIONS FOR EXISTING ON SITE TREE GROUPS OR INDIVIDUAL TREES TO BE CONSERVED.
3. TREE PLANTINGS SHALL BE IN ACCORDANCE WITH ALL ACC TREE ORDINANCES AS WELL AS ANY THAT MAY BE REQUIRED BY STATE & FEDERAL AUTHORITIES AT THIS TIME.
4. NO TREES WITH A DBH GREATER THAN 2" ARE LOCATED IN THE R/W.
5. TREES PLANTED OR CONSERVED TO MEET CODE REQUIREMENTS SHALL NOT BE REMOVED WITHOUT PRIOR APPROVAL OF THE ACC ARBORIST OR FORESTER.
6. THE ACC ARBORIST OR FORESTER MUST INSPECT THE INSTALLATION OF TREE PROTECTION FENCING PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY, INCLUDING DEMOLITION (WHEN PROPOSED). TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL CONSTRUCTION ACTIVITIES END OR A CERTIFICATE OF OCCUPANCY IS ISSUED, WHICHEVER IS LATER. CONTRACTOR TO COORDINATE INSPECTION.
7. NO VEHICLE OR EQUIPMENT TRAFFIC, PARKING OR STORAGE OF MATERIALS IS ALLOWED WITHIN THE TREE PROTECTION AREA NOR WITHIN 10' OF THE TRUNK ANY CONSERVED TREE.
8. TREES PLANTED TO MEET DEVELOPMENT REQUIREMENTS SHOULD BE WATERED THROUGHOUT THE GROWING SEASON TO THE EQUIVALENT OF 1" OF WATER PER WEEK.
9. STAKING MATERIALS SHOULD BE REMOVED WITHIN ONE YEAR OF PLANTING.
10. BURLAP (AND ALL OTHER MATERIALS) MUST BE REMOVED FROM AT LEAST THE TOP 12" OF THE ROOT BALL AND TREE SHOULD BE PLANTED SO THAT TRUNK FLARE IS VISIBLE ABOVE THE GROUND.
11. PLANTED TREES SHOULD BE MULCHED IMMEDIATELY AFTER PLANTING. MULCH IS NOT ALLOWED CLOSER THAN 6" TO THE TRUNK FLARE.
12. ALL PLANTINGS SHALL BE INSTALLED ACCORDING TO SECTION 8-7-19 OF THE ATHENS-CLARKE COUNTY CODE OF ORDINANCES.
13. ALL EXISTING TREES THAT HAVE BEEN DESIGNATED FOR CONSERVATION MUST BE PROTECTED IN ACCORDANCE WITH 8-7-19. ALL TREE PROTECTION FENCE(S) TO BE INSTALLED PRIOR TO ANY DEMOLITION ACTIVITIES.
14. FORESTED AREAS CONTRIBUTING TOWARDS CONSERVED TREE CANOPY AND CONSERVATION CREDIT MUST REMAIN IN THEIR NATURAL, UNDISTURBED CONDITION. CLEARING OF UNDERBRUSH IS NOT PERMITTED, EXCEPT FOR THE REMOVAL OF INVASIVE SPECIES.
15. THIS SHEET SHOWS PROPOSED TREES, BUT NOT ALL PROPOSED LANDSCAPING. SEE THE PLANT LISTS ON THE LANDSCAPE PLAN FOR TOTAL REQUIRED ONSITE PLANTINGS, INCLUDING REQUIRED LANDSCAPE BUFFERS AND SCREENING.
16. THERE ARE EXISTING FORESTED AREAS ON THIS SITE, NO INDIVIDUAL TREES HAVE BEEN INVENTORIED AND THEREFORE ARE NOT COUNTED AS SUCH IN THE CALCULATIONS.
17. THERE ARE AREAS ON SITE DESIGNATED FOR FOREST REGENERATION.
18. ALL TREES GREATER THAN 2" DBH WHICH FALL OUTSIDE OF THE DEVELOPMENT AREAS WILL BE SAVED ON THE SITE. THE DEVELOPMENT AREAS WILL BE FURTHER DEFINED BY CONSTRUCTION PLANS.
19. TREES LOCATED WITHIN SIGHT TRIANGLES WILL BE LIMBED UP TO 8' CLEARANCE PER CODE REQUIREMENTS.
20. STREET TREES PLANTED IN TREE WELLS WILL BE DESIGNED TO INCLUDE THE APPROPRIATE VOLUME OF STRUCTURAL SOIL TO MEET SOIL AREA REQUIREMENTS.



ACTIVE TREE PROTECTION AREA SIGN STANDARDS:

PRIOR TO ANY LAND DEVELOPMENT OR LAND DISTURBANCE ACTIVITY AND AFTER TREE PROTECTION FENCING IS INSTALLED AROUND ANY CONSERVED TREES OR TREE CONSERVATION AREA, TREE PROTECTION AREA SIGNS SHALL BE INSTALLED. SIGNS SHALL BE INSTALLED ALONG THE PERIMETER OF ALL TREE PROTECTION ZONES AT LEAST EVERY 50 FEET AND SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING TEXT: "TREE PROTECTION AREA, ENTRY PROHIBITED, NO CONSTRUCTION ACTIVITY, MATERIALS OR EQUIPMENT STORAGE, EQUIPMENT WASHOUT, OR VEHICLE TRAFFIC ALLOWED". THE SIGN SHALL BE FABRICATED OUT OF A STURDY MATERIAL, SHALL BE AT LEAST 18 INCHES WIDE BY 24 INCHES HIGH, AND SHALL BE PLACED ON A STURDY POST WITH THE BOTTOM OF THE SIGN AT A MINIMUM HEIGHT OF 30 INCHES ABOVE THE GROUND. THE SIGNS MUST REMAIN PRESENT AT ALL TIMES DURING CONSTRUCTION.

DT219 TREE PROTECTION FENCE
REV: 10/09 NTS



SOIL PREPARATION NOTES:

1. SOIL WITHIN THE OPEN SOIL SURFACE AREA SHALL BE WELL AERATED TO A DEPTH OF EIGHT INCHES, EXCEPT THAT IN TREE PLANTING ISLANDS SURROUNDED BY PAVEMENT, IT SHALL BE WELL AERATED TO A DEPTH OF 18 INCHES.
2. THE SOIL SHALL CONTAIN AT LEAST 5% ORGANIC MATTER.
3. SOIL PH SHALL BE WITHIN THE RANGE OF 5.8 TO 7.0.

Binding
1-11-2023

DT220 TREE PLANTING – B&B OR CONTAINER GROWN TREES
DT220 TREE PLANTING - B&B OR CONTAINER GROWN TREES
PLANTING SHOULD FOLLOW ALL STANDARDS FOUND IN SECTION 8-7-19 OF THE ATHENS-CLARKE COUNTY UNIFIED CODE OF ORDINANCES. NTS

SCALE 1" = 120' 0 60 120 240

W&A Engineering
CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING · SURVEYING
ECONOMIC DEVELOPMENT
355 Oneta Street, Suite D100
Athens, GA 30601
P: (706) 310-0400 • F: (706) 310-4011
waengineering.com

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GEORGIA SQUARE MALL REDEVELOPMENT

CLARKE COUNTY, GA
3700 ATLANTA HWY - 74.772 ACRES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW ONLY
INITIAL SUB. DATE: 10/28/2022
ISSUANCE DATE: 10/28/2022

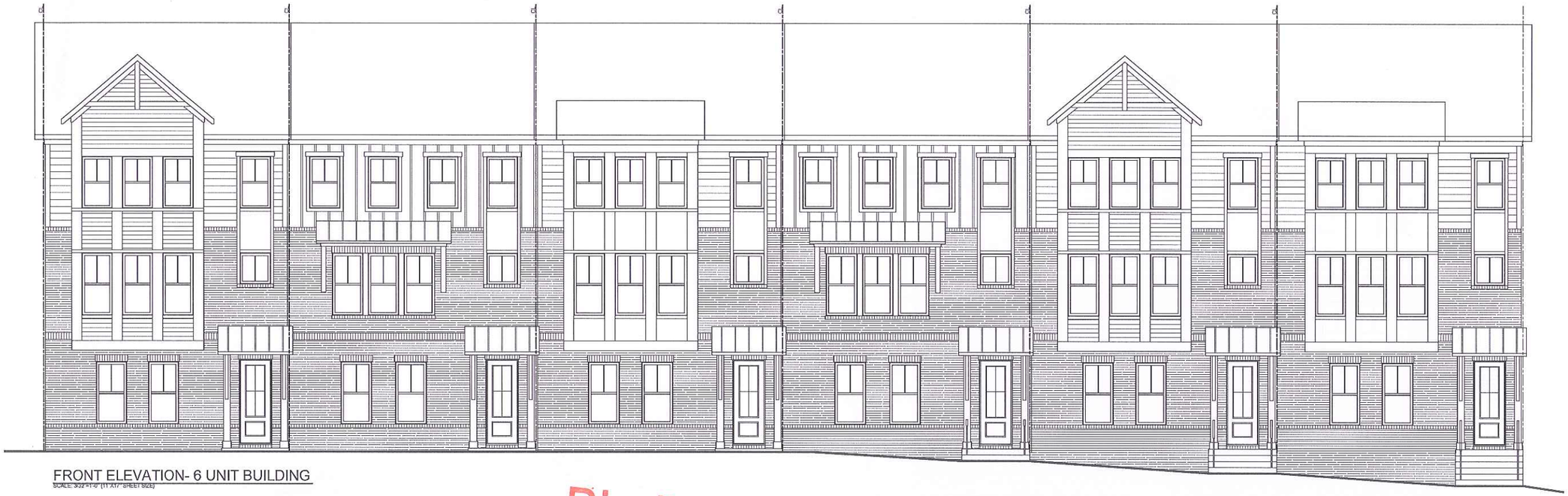
GEORGIA REGISTERED LANDSCAPE ARCHITECT SCOTT A. HAINES 10/28/2022

W&A PROJECT #: 220246

TREE MANAGEMENT PLAN

L201

X:\Projects\2022\220246\Georgia Square Mall Redevelopment\Design\Revised\TMP-220246.dwg 10/28/22 04:13:03 PM showden



FRONT ELEVATION- 6 UNIT BUILDING

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

Binding
1-11-2023
Stephanie Jaquish



REAR ELEVATION - 6 UNIT BUILDING

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

Main Street Designs of Georgia, LLC is a professional residential design firm. Because the design conditions may vary, Main Street Designs of Georgia, LLC cannot warrant the suitability of these plans for use on your specific site. Construction of these plans should not be undertaken without the assistance of a construction professional.

24' WIDE TOWNHOME

3050 Royal Blvd., South Suite 135
Alpharetta, GA 30022
Ph: (404) 480-3881

MAIN STREET Designs

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www.MainStreetDesignsLLC.com

ATHENS C G

November 3, 2022

TYPE "A"



LEFT ELEVATION

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

WINDOW % = 5.5

Binding



RIGHT ELEVATION

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

WINDOW % = 5.23

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ATHENS C G

November 3, 2022

TYPE "A"



FRONT ELEVATION- 6 UNIT BUILDING

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

Binding



REAR ELEVATION - 6 UNIT BUILDING

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

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ATHENS C G

November 3, 2022

TYPE "B"



LEFT ELEVATION

SCALE: 3/32"=1'-0" (11 X17" SHEET SIZE)

WINDOW % = 5.5

Binding



RIGHT ELEVATION

SCALE: 3/32"=1'-0" (11 X17" SHEET SIZE)

WINDOW % = 5.0

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ATHENS C G

November 3, 2022

TYPE "B"



FRONT ELEVATION- 6 UNIT BUILDING
SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

Binding



REAR ELEVATION - 6 UNIT BUILDING
SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

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22' WIDE TOWNHOME - HUNTINGTON RD

MAIN STREET Designs

ATHENS C G

TYPE "B-1"

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November 3, 2022

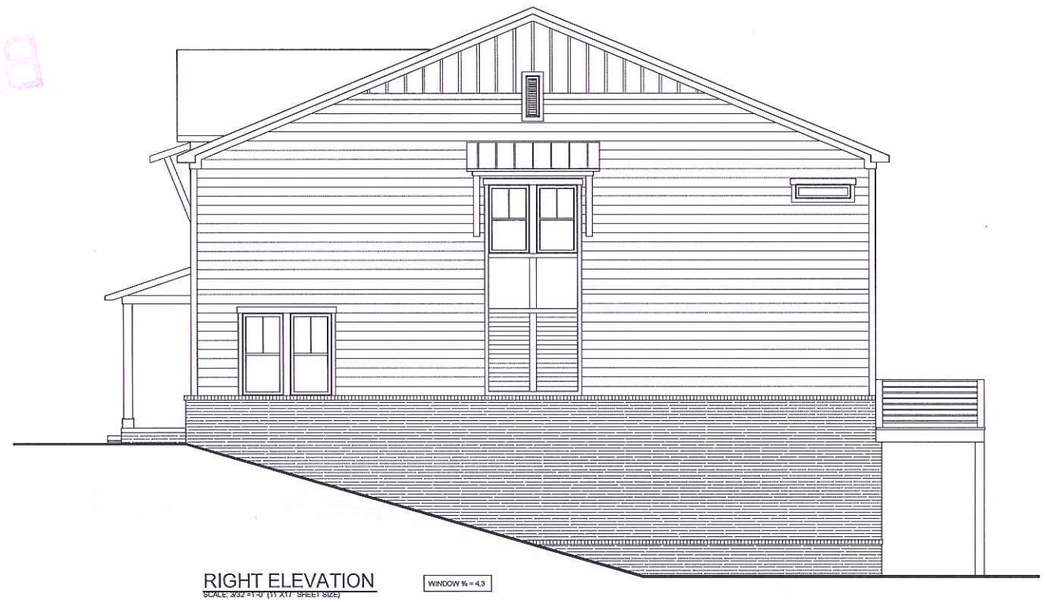


LEFT ELEVATION

SCALE: 3/32"=1'-0" (11 X17" SHEET SIZE)

WINDOW % = 4.8

Binding



RIGHT ELEVATION

SCALE: 3/32"=1'-0" (11 X17" SHEET SIZE)

WINDOW % = 4.3

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22' WIDE TOWNHOME - HUNTINGTON RD

MAIN STREET Designs

ATHENS C G

TYPE "B-1"

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November 3, 2022



FRONT ELEVATION- 6 UNIT BUILDING
SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

Binding ribbon



REAR ELEVATION - 6 UNIT BUILDING
SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

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20' WIDE TOWNHOME

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Ph: (404) 480-3881

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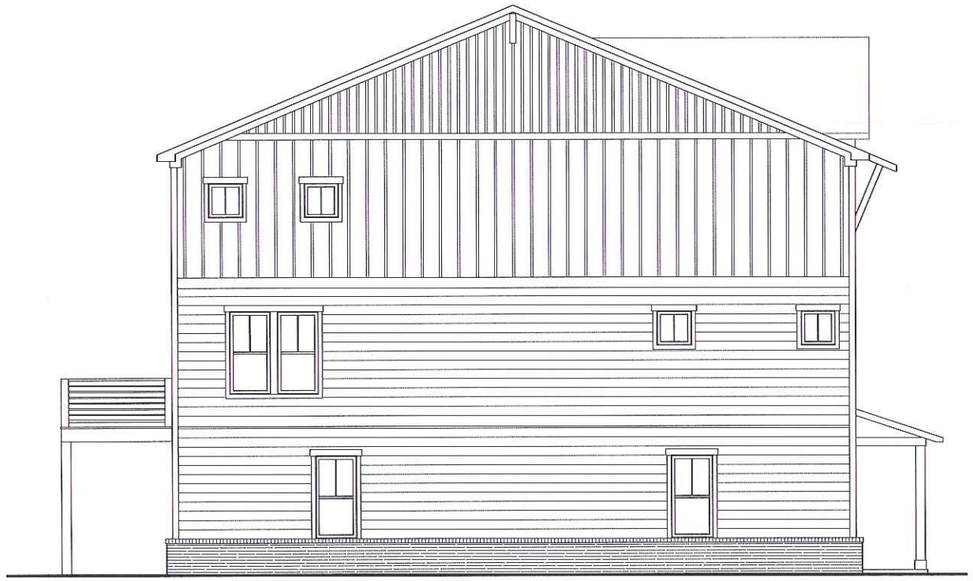
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ATHENS C G

November 3, 2022

TYPE "C"



LEFT ELEVATION

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

WINDOW ⅛ = 5.5

Binding



RIGHT ELEVATION

SCALE: 3/32"=1'-0" (11"X17" SHEET SIZE)

WINDOW ⅛ = 5.0

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20' WIDE TOWNHOME

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ATHENS C G

November 3, 2022

TYPE "C"



20' TOWNHOME - FRONT ELEVATION

Binding

ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

MAIN STREET Designs



Binding

20' TOWNHOME - REAR ELEVATION

ACG
ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

MAIN STREET Designs



20' TOWNHOME - SIDE ELEVATIONS

Binding

ACG
ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

MAIN STREET Designs



22' TOWNHOME - FRONT ELEVATION

Binding

ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

MAIN STREET Designs



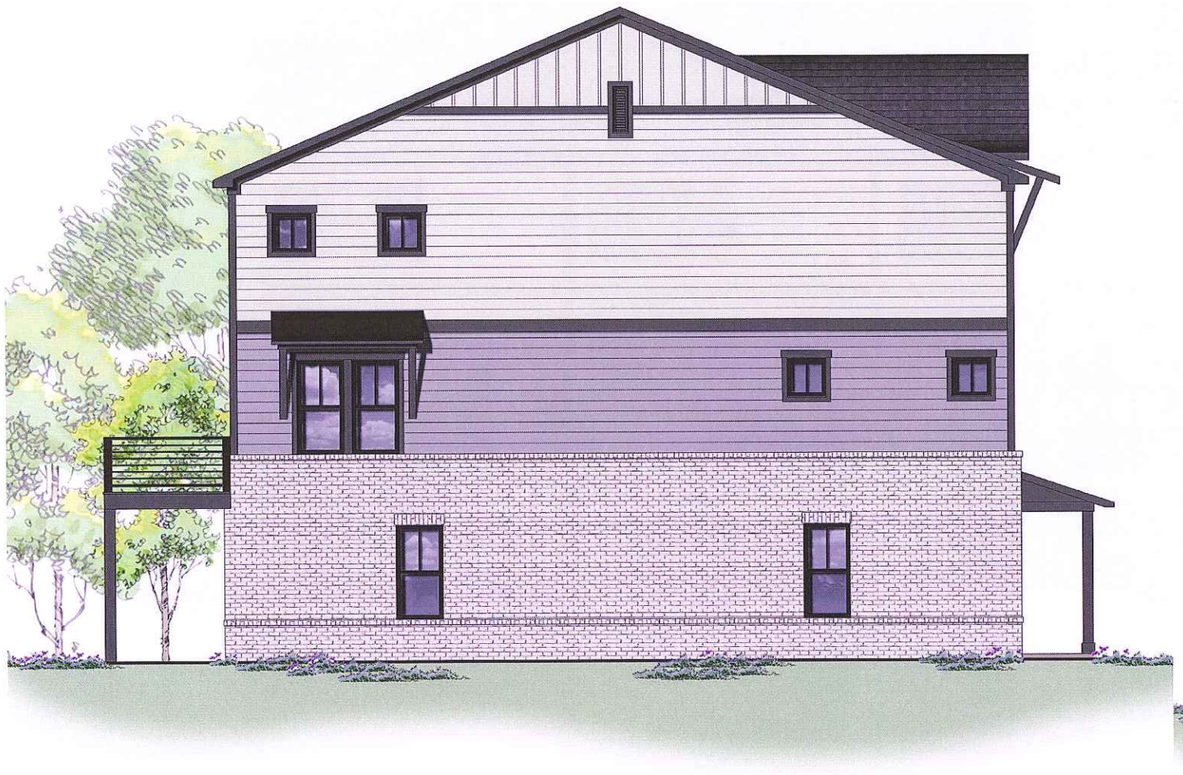
22' TOWNHOME - REAR ELEVATION

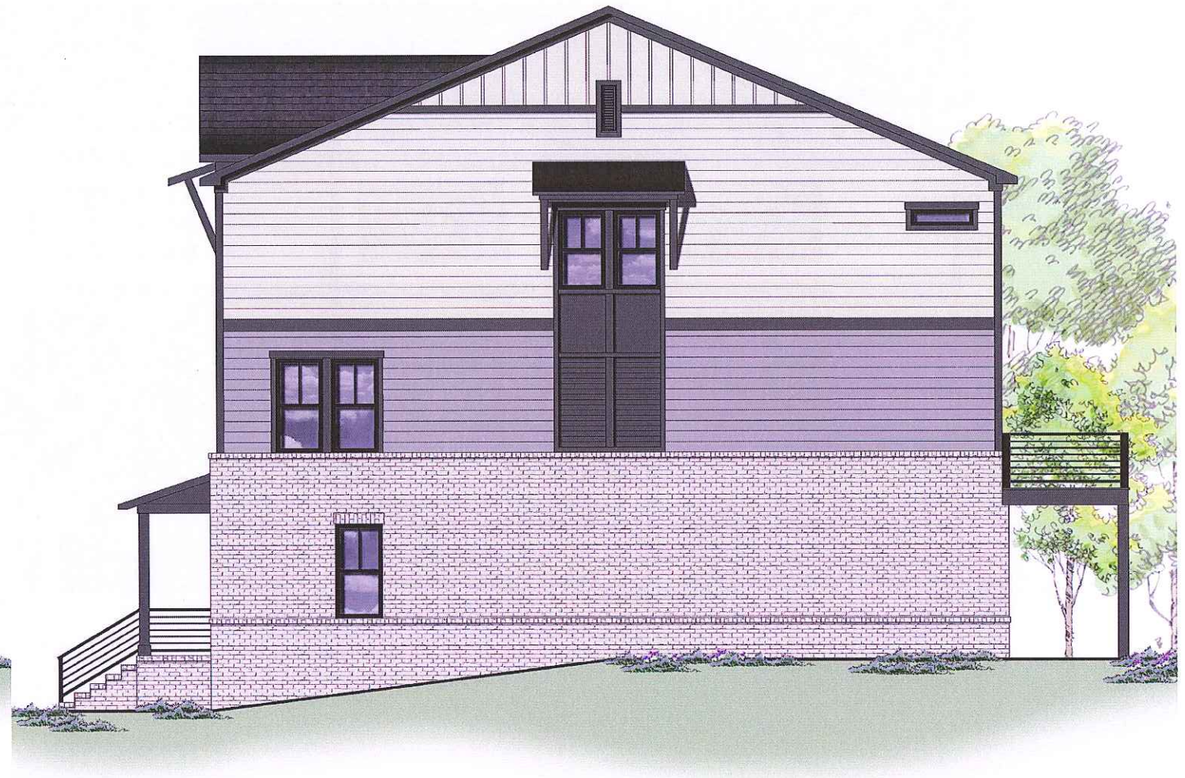
ACG
ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

Binding

MAIN STREET Designs





22' TOWNHOME - SIDE ELEVATIONS

Binding

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ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

MAIN STREET Designs



24' TOWNHOME - FRONT ELEVATION

Binding

ACG
ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

Binding

MAIN STREET Designs



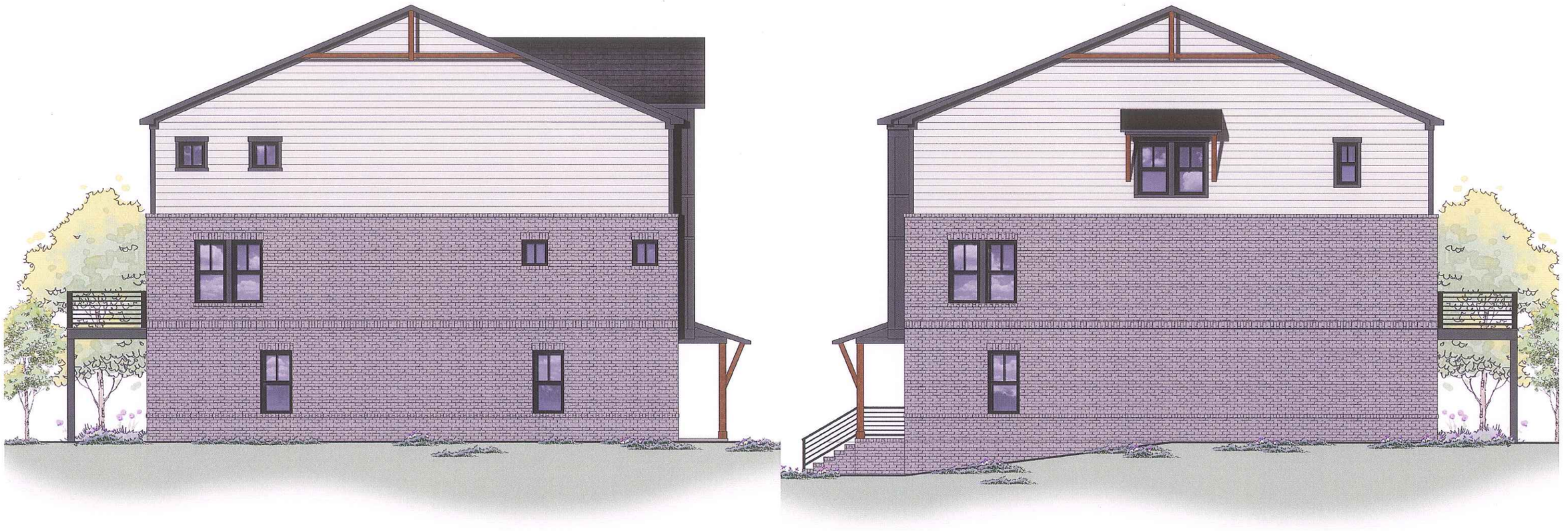
24' TOWNHOME - REAR ELEVATION

Binding

ACG
ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

MAIN STREET Designs



24' TOWNHOME - SIDE ELEVATIONS

ACG
ATHENS CONSTRUCTION GROUP, LLC

Georgia Mall Townhomes
Atlanta, Georgia

Binding

MAIN STREET Designs



BLDG 1 EAST ELEVATION

ATHENS DEVELOPMENT GROUP, LLC

ATHENS MIXED USE

ATHENS, GA

CONCEPTUAL DESIGN • 10-14-2022

ADG2021-01

Binding

1-11-2023

DYNAMIK DESIGN

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CONCEPTUAL DESIGN • 10-14-2022

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Binding Binding

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BLDG 7 SOUTH ELEVATION



BLDG 7 NORTH ELEVATION

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ADG2021-01

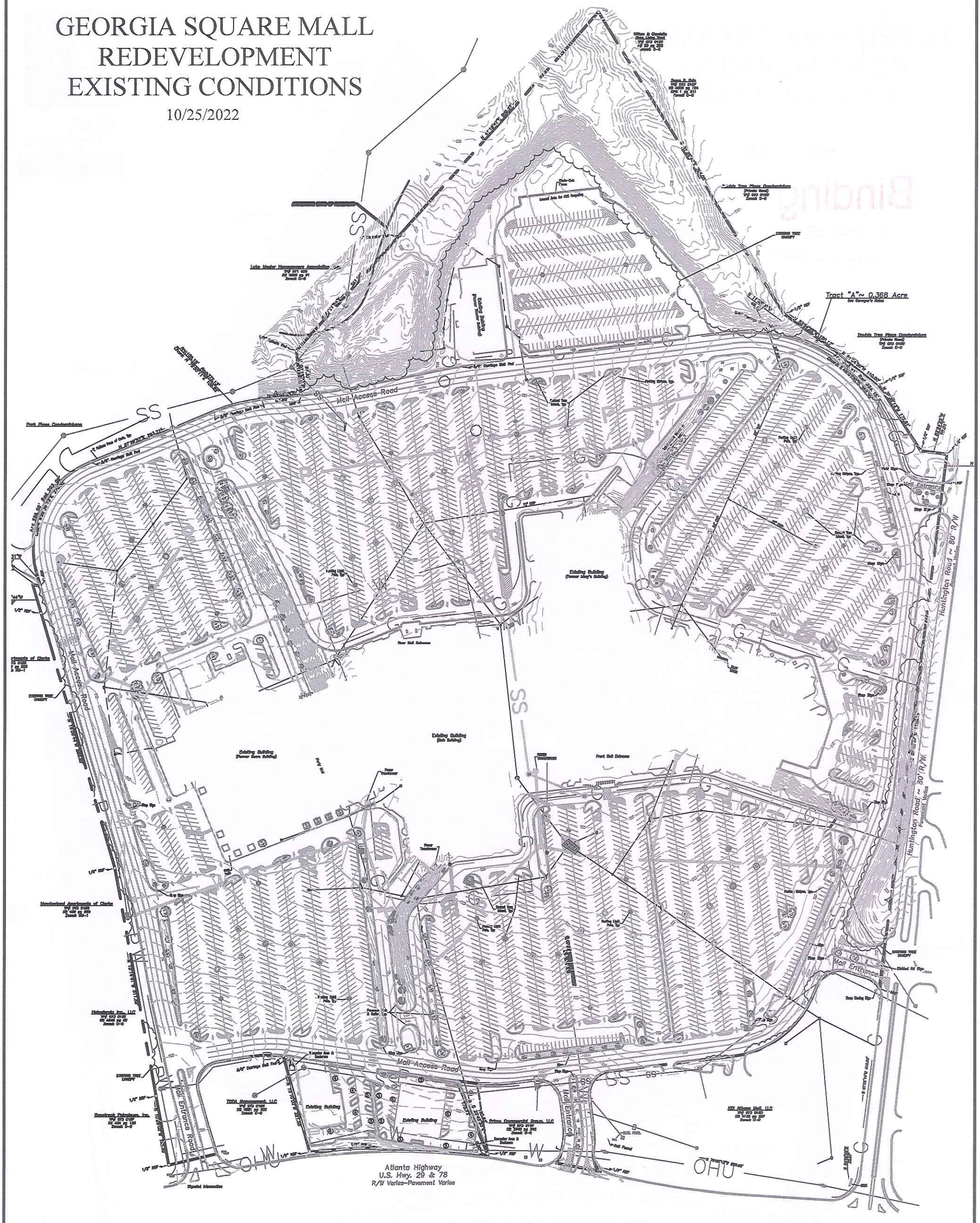
Binding

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GEORGIA SQUARE MALL
REDEVELOPMENT
EXISTING CONDITIONS

10/25/2022



W&A ENGINEERING

December 12, 2022

Binding
1-11-2023
Stephen Jaques

Stephen Jaques – Planner II
Athens-Clarke County Planning Department
120 W. Dougherty Street Athens, GA 30601

Please accept the following summary of revisions and responses to the Planning Commission's recommended conditions for approval of the Georgia Square Mall redevelopment.

#	CONDITION	RESPONSE
1.	The applicant must amend the plan to correct the following code compliance issues:	
	a. The applicant does not show that the apartments are complying with the 450' minimum square footage requirement of Section 9-15-15.	All apartments will comply with minimum square footage required. If approved note will be added to binding plan.
	b. The townhomes do not use enough design features to comply with Section 9-25-8(B)1.	Required or proposed changes in architecture will be submitted for staff review and approval as provided in Condition 3
	c. The townhomes do not have enough side fenestration to comply with Section 9-25-8(B)4.	Required or proposed changes in architecture will be submitted for staff review and approval as provided in Condition 3
	d. No children's play area was designated as required in Section 9-25-8(C)7. c.	Play area will be designated for review and approval during site development permitting process.
	e. The plan does not comply with the plaza coverage and design requirements of Section 9-25-8(F)2.	Removal of the townhomes gross square footage as described in the requested waiver will bring the requirement in line with what was proposed and will be provided by the applicant.
	f. The site plan does not match the elevations shown for the mixed-use buildings nor the senior housing. The façade offsets shown on the elevations are not shown in the site plan, and the building shapes on the site plan are not reflected in the elevations. The elevations on some of the buildings do not match from one cardinal direction view to the next.	Required or proposed changes in architecture will be submitted for staff review and approval as provided in Condition 3
	g. Applicant showed retaining walls but did not specify which ones would be greater than four feet high.	Note will be added to binding plan stating all retaining walls depicted on this binding plan are 4 feet high or greater.
2.	The applicant shall request a waiver for exceeding the 3-acre block maximum of Section 9-25-8(C)3.	Waiver request added to revised application report as number 3
3.	The architecture can be amended administratively with Staff review and approval.	Required or proposed changes in architecture will be submitted for staff review and approval.

Binding

#	CONDITION	RESPONSE
4.	Public dedication of the north/south street running along the western edge of the property between Marilyn Farmer Way and Atlanta Hwy and at least one of the east-west streets connecting Huntington Rd with this north/south street can be considered without amending the planned development.	Applicant agrees to this condition.
5.	The applicant must provide a publicly accessible bike and pedestrian connection between the center green and the parallel street running between Building 4 and the townhomes.	Applicants agree to this condition and will provide a bicycle and pedestrian connection between the center green and the parallel street running between Building 4 and the townhomes.
6.	Building 3 shall be modified to provide direct pedestrian connection from the building to the street by removing the parking strip.	Binding plans will show modified location for Building 3 and pedestrian connection between building and street.
7.	Phase 2, as shown, on the Redevelopment Concept Plan, dated 10-19-22, shall be approved with the density proposed in this application, but should be afforded an opportunity to be redesigned to reduce building scale and incorporate a wider variety of "Missing Middle" housing types with Staff approval.	Required or proposed changes in architecture will be submitted for staff review and approval as provided in Condition 3
8.	Greens (including the dual-purpose stormwater greens) shall be designed to incorporate public art and other programmed design elements to encourage pedestrian use of these spaces.	Applicant agrees to this condition.
9.	The submittal shall be amended to comply with the following Public Works requirements:	
	a. The proposed location of the Huntington Rd roundabout creates a potential hazard due to the location of the existing ATM driveway in the northbound Huntington Rd exit lane, very close to the circle itself. Either the roundabout or the driveway needs to be shifted to achieve more separation or perhaps bring the driveway directly in to the roundabout.	Applicant will provide solution to address the potential hazard will be reviewed and approved by TPW as part of the site development permitting process.
	b. The binding plan needs to note that the Marilyn Farmer Way roundabout and the Huntington Road roundabout pavements will meet ACC paving standards for a major collector	Note will be added to binding plan that the Marilyn Farmer Way roundabout and the Huntington Road roundabout pavements will meet ACC paving standards for a major collector.
	c. Include a TIA including the intersection of Atlanta Highway at Cleveland Road. The TIA must include remedies for any drop in LOS of the affected intersections	Updated TIA which includes the requested additional intersection with recommendations for any drop in LOS of affected intersections will be submitted for review and approval as part of the site development permitting process.

W&A ENGINEERING

Binding
1-11-2023
Stephanie Jongen

355 Oneta Street, Suite D100, Athens, GA 30601 • waengineering.com • 706.310.0400

Georgia Square Mall Redevelopment

12/12/2022 – #220246

Master Planned Development Application Report
W&A Engineering, Georgia

I. Request Overview

Applicant:	W&A Engineering, Georgia
Location:	3700, 3706, 3708, 3710 Atlanta Highway
Tax Parcels:	073 016; 073 016F; 073 016J; 073 016K; 073 016S; 073 016T
Size:	74.77 acres
Current Use:	Georgia Square Mall
Current Zoning:	C-G
Proposed Zoning:	C-G (PD)
Current FLU:	Employment and General Business
Proposed FLU:	General Business

The purpose of this request is to rezone six (6) parcels currently zoned C-G (Commercial General) to C-G (PD) (Commercial General, Planned Development) to construct a mixed-use commercial and residential development on a 74.77-acre site. Due to several requested waivers of required standards, a planned development is being requested. An amendment to Future Land Use Map for one existing tax parcel, the property located at the northern boundary (3710 Atlanta Highway), to change the current designation from Employment Center to General Business is also being requested. The remaining five subject parcels are currently designated as General Business

II. Site Description

The subject parcels are the site of the Georgia Square Mall, two associated outparcels along Atlanta Highway, and the former movie theatre to the rear of the mall. The Georgia Square Mall has been in operation since the 1980's for commercial use. The two outparcels along Atlanta Highway (3706 and 3708) were constructed around the same time as the mall, and the existing commercial buildings have been occupied by various tenants for commercial uses. The northernmost parcel at 3710 Atlanta Highway contains a structure, built in 1984, which was used as a multi-screen movie theatre. The subject property fronts Atlanta Highway and Huntington Road and has five access points, including one from Marilyn Farmer Way at the property's northwest corner, as well as a private access road built at the same time as the mall which circles the site.

The Mall building is approximately 500,000 square feet and was developed, as was the model of the era, with four anchor tenants: Macy's, Sears, JC Penny, and Belk. In addition, medium to small commercial retail tenants operated under the same roof. Belk is the only remaining original anchor tenant and will continue operation in its existing footprint as part of the overall redevelopment.

Binding

The other three aforementioned anchor tenants have since closed (Macy's in 2017, Sears in 2019, and JC Penny in 2020).

The subject property is located within a designated Tax Allocation District (TAD). The Mall Area TAD advisory committee has been engaged throughout the redevelopment effort. An application for a TAD project will be submitted for consideration to the TAD advisory committee and with their approval will be considered for approval by the Mayor and Commission in February of next year.

The property is surrounded by other commercial and residential uses. To the south, along Atlanta Highway, C-G (Commercial-General), including AutoZone/Pep Boys, Zaxby's, and Burger King. To the west C-G (Commercial-General), with RaceTrac, Akademia Brewing Company, RM-1 Meadowland Apartments zoned RM-1 (Mixed-Density Residential), and C-O w/ Conditions, the Arbor Terrace of Athens assisted living facility. To the north, C-G, including Metro Mortgage of Georgia, Double Tree Place office condominiums. To the east, RS-25 to the east on the opposite side of Huntington Road an existing large residential subdivision.

III. PROPOSED DEVELOPMENT

The proposal is to rezone the site to C-G-PD (Commercial-General, Planned Development) for redevelopment of the Georgia Square Mall site and associated outparcels, including the construction of a commercial and residential mixed-use development.

The proposed development includes a total of 1,188 housing units providing a total of 2,057 bedrooms. 72,140 square feet of new retail/commercial space, with 213,336 square feet of existing commercial and 81,000 square feet of existing office space to remain are also included. An exhibit is attached to clarify the proposed program of uses.

The proposed development will be constructed in multiple phases over the coming years. The phases are generally described here and represented by the attached exhibit.

Phase 1: Approximately 68 % of the site area will be developed in the first phase. Due to the complexities of redeveloping the site while maintaining business at the existing mall, the first phase shall be divided into two sub-phases.

Phase 1A: Includes rehabilitation of the existing mall area adjacent to Belk for use as office space. The construction of 97 fee-simple townhome units, 446 multi-family dwelling units and 52,000 square feet of new commercial/retail space. Improvements to be constructed during Phase 1A will be the center green area and the described amenities, plaza space, sidewalk portions of the multi-use trails, two roundabouts and the stormwater management infrastructure.

Phase 1B: Includes the site preparation of the transit station and the roadway improvements along the properties western side including the third roundabout. The construction schedule of the transit station will be determined by A-CC.

Phases 2 & 3: Make up the remaining 28 % of the total site area. These phases include the remaining fee-simple townhomes and the remaining 620 multi-family dwelling units. Timeline and configuration of the remaining phase(s) will be driven by market demand. The given outline of these phases is subject to change per market conditions.

Binding

IV. Comprehensive Plan Compatibility

A. Future Land Use

The Future Land Use Map indicates that most of the subject property, consisting of parcels 073 016, 073 016F, 073 016K, 073 016S, and 073 016T, currently has a General Business designation, which is described as follows:

These are commercial areas that serve a variety of needs for the residents of the region. It is intended for small- and large-scale retailing and service uses that are auto-oriented, such as Atlanta Highway, Lexington Road, and US 29 North. Pedestrian-oriented design is particularly appropriate when these streets contain neighborhood-shopping areas or are adjacent to multifamily housing or residential neighborhoods. Pedestrian circulation in these centers is a primary concern, therefore, connectivity within and to surrounding areas should be encouraged. Internal pedestrian walkways should be provided from the public right-of-way to the principal customer entrance of all principal buildings on the site. Walkways should connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building, store entry points, and plaza space. Walkways shall feature adjoining landscaped areas that contribute to the establishment or enhancement of community and public spaces. The street level facade of these areas should have a scale and architectural elements that relate to pedestrians. Buildings should be oriented to the street and corridors should be lined with street-trees. Small and medium scale retail stores should frame the streets with large-scale retailers located behind with focus given to pedestrian circulation rather than automobiles. Parking lots should not be located at the street front and shared parking should be encouraged.

V. Zoning

The Master Plan designation being sought includes this binding application report, and binding site plan to provide certainty to the public that what is approved will be what is built. The proposal does not change the base C-G zoning of the subject property and adds residential and commercial developments, which are like uses of the adjoining districts, therefore approval would not create an isolated zoning district.

VI. Community Goals / Needs and Opportunities

The proposal is aligned with the following 2018 Comprehensive Plan policies:

- Housing options that reflect the diversity and meet the needs of the community, including housing for families and a diverse workforce. These are quality options with a variety of types, prices, and locations.

- Given the County's small geographic area, redevelopment should be prioritized over greenfield development.
- Infill housing should be promoted and concentrated in areas near commercial nodes, providing easy access to everyday services.

Binding

VII. Requested Waiver of Ordinance Standards

The scale and complexity of the proposal will require some exemptions to the zoning and development standards. The following have been identified and are being requested as described in this binding proposal to provide clarity on areas where the development as proposed, for the reasons described below, require some relief from the standards described for the C-G district by the A-CC code of ordinances.

1. Ground floor residential in C-G (9-10-2): Due to the mixture of proposed housing types, ground floor residential uses will not be required to conform to the C-G district standard. The inclusion of fee-simple townhomes and exclusively multi-family buildings as a component of the development will require ground floor residential uses in excess of what the code will allow.
2. *Tree Canopy* (8-7-15): A waiver to reduce the amount of existing tree canopy maintained is being requested as depicted on the included Tree Management Plan. The current site conditions fall below the C-G district's 10% area minimum for preserved canopy. The redevelopment of the overall site will include reforestation areas as well as significant supplemental plantings across the entire site to increase the total canopy area in order to meet the overall requirement for planting. Additionally, future amendments to the approved Tree Management Plan submitted with this application may be approved by the Planning Director administratively.
3. An increase in the maximum allowable block area to greater than three acres. (9-25-8. (C.)3). Site conditions including, but not limited to topography, size and shape constraints along with the rights of legacy tenants to operate during construction will require some block areas in excess of the three-acre maximum. A publicly accessible connection for bicycles and pedestrians will be provided between the center green and the parallel street between Building 4 and the townhomes.
4. An increase to the maximum allowable length of a building above 300' (9-25-8-F): The remaining portion of the existing mall building (Building 1) fronting the center green will exceed the maximum length by approximately 200'. To create a sense of continuity and symmetry, Building 4 (located on the opposite side of the center green) is proposed to be the same length.
5. Elimination of the maximum distance requirement for shared parking facilities (9-30-8-A): Site conditions and overall design resulted in the shared parking areas being located more than the maximum 200' away from all uses they will serve.
6. *Density of 27.5 bedrooms per acre:* A density bonus under the A-CC inclusionary zoning will be needed to allow for the additional proposed affordable units described in the subsequent section. The requested density bonus of 15% is being sought in exchange for an offer of 10% of the new multi-family dwelling units to households or individuals making 80% of the annual median income (AMI) for the County. This is well in line with the ratios offered under the affordable housing ordinance, which allows a 100% bonus when offering 20% of units at 80%

Binding

AMI.

7. Relief from the RS-5 standards for single-family residential uses in a C-G zone (9-10-2) L(11)): The fee simple townhomes will be constructed to the C-G standard, since they are considered multi-family dwellings by the code's definition.
8. A reduction of the required minimum lot width in the C-G district from 50' (9-10-3) to 20' : Because each townhome unit will be on an individual lot, the minimum lot width will need to be reduced to 20' to allow for subdivision according to all other C-G lot standards
9. Removal of the fee-simple townhomes and their lots in the area used to calculate the plaza area requirement (9-25-8-F-2:. In an effort to reduce the total amount of impervious surface, the required plaza space is reduced to be equivalent to what would be required for only non-residential uses.

The scale of the development triggered a Development of Regional Impact (DRI) Review by the Northeast Georgia Regional Commission, the results of which were presented with the original submittal.

VIII. Community Benefits/ Affordability of Housing

The resident population of the immediate area would increase with this proposal since the request includes the construction of 2,057 bedrooms. The proposal includes a total of 1,188 dwelling units, including 112 one-bedroom studio units, 526 one-bedroom units, 312 two-bedroom units, 157 three-bedroom units and 81 four-bedroom units. Of the proposed multi-family residential, 140 of the new bedrooms (99 units) or 10% will be reserved for tenants whose household income is below 80% of the adjusted median income of property's census block group. These would be identical to the units offered at market rate and will offer new housing at a more affordable price to the community. Inclusion of these affordable units will increase the total density of the proposed residential units 15% above the allowed density to 27.5 bedrooms per acre. Using the framework established by Athens-Clarke County in their voluntary inclusionary zoning ordinance, which permits a 100% increase in the allowable density in exchange for an offer of 20% of the units at an affordable rate, this request would be to offer 10% of the units as affordable in exchange for a 15% density bonus.

The developer would like to proffer funds of up to $50,000 to Clark County for the construction of sidewalk within the 771 ft section of right of way on the eastern side of the road from Marilyn Farmer to Kittle Lane. all acquisition of Broadway and construction of the sidewalk shall be the responsibility of Athens-Clarke County

IX. Transportation and Transit

The Traffic Impact Analysis provided with the preliminary plan has been revised and resubmitted with the master application materials for continued Staff review. This section of Atlanta Highway is scheduled for improvements by the Georgia Department of Transportation (GDOT).

The proposed development includes a 12' wide multi-use path and improved pedestrian network around and through the site. The intent is to provide a high level of internal off-street circulation as well as a destination and connection along the larger County-wide multi-use trail network. The location of the multi-use path is highlighted on an included exhibit.

Binding

Athens Transit currently serves the site with two bus routes, Route 20, and Route 21, through the subject property; two ACC Transit bus stops are currently located on the property. The proposal included the addition of a bus stop, bringing the total to three (3) locations in addition to a new transit station on the site.

The proposal takes into consideration the previous review conducted by Athens Transit and has continued a dialogue throughout the process of developing this application. Specifically, the desire A-CC transit expressed previously to make the development transit oriented has been addressed with the inclusion of a new multi-modal facility, a dedicated area to for park and ride users, and roadway improvements. The transit station as proposed will be a public use built and operated by A-CC Transit. Under a future development agreement, the developers will prepare the site for construction during Phase 1. While every effort has been made to accommodate busses throughout the site the developer does request as a condition of approval that the Planning Director be able to grant administrative modifications to the plan as needed for the purpose of facilitating bus movement. Additionally, it is understood that the future development agreement for the transit station will mandate that A-CC shall have three years from the time of the issuance of the Phase One LDP to obtain their own LDP for the transit station and that construction of the station shall commence prior to the expiration of that LDP. If ACC is unable to meet these goals, control of the transit station land shall revert back to the property owners and be regulated by the C-G standards and approved waivers for the balance of the development in order to retain continuity.

In addition to the improvements proposed for the internal street network, two areas along the sites eastern and western boundaries are proposed to be improved to better integrate the site into the urban fabric. Two proposed interconnections are shown along the western edge, which allow for future connection to the existing adjacent developments and street networks. Actual off-site connection to these locations shall be by others. A roundabout to facilitate traffic flow to and from Marylin Farmer Way has also been proposed. The eastern edge of the site would be regraded in order to move the existing ring road and construct residential units along Huntington Rd. This would provide a transition in density for the existing single-family residences on the opposite side of Huntington to the denser residential and commercial development proposed. Also included in the plan is the construction of a roundabout at Huntington Rd and the development's southeastern entrance, which will ease congestion and serve as a node for the project's boundary.

X. Utilities:

Existing underground water and sanitary sewer lines will be relocated where appropriate, and new lines will be installed according to the requirements of the A-CC Utilities and Public Works standards for private streets.

XI. Stormwater

The proposed site layout represents a reduction of 26% of the existing impervious surface area of the Georgia Square Mall property. This reduction in impervious areas will allow the application of special standards for the design of the stormwater facilities as outlined in 5-4-7(c)(2). These special standards will not require channel protection BMPs to be installed. The overall design of the stormwater facilities proposed represent an overall reduction in stormwater runoff and provide

additional BMPs to detain the Channel Protection volume in an effort mitigate further degradation of the streambanks located downstream of the site. The proposed detention of the Channel Protection Volume exceeds the requirements of the Unified Governments stormwater regulations. A full comparison of the existing conditions to the proposed conditions are detailed on the Master Plan. The central green area also contributes to the overall management of stormwater on site, the amenity area is intended to treat water quality through runoff reduction by making use of the sites natural topography to serve a dual purpose, first as an amenity space and second as a functioning piece of infrastructure to infiltrate and convey storm water.

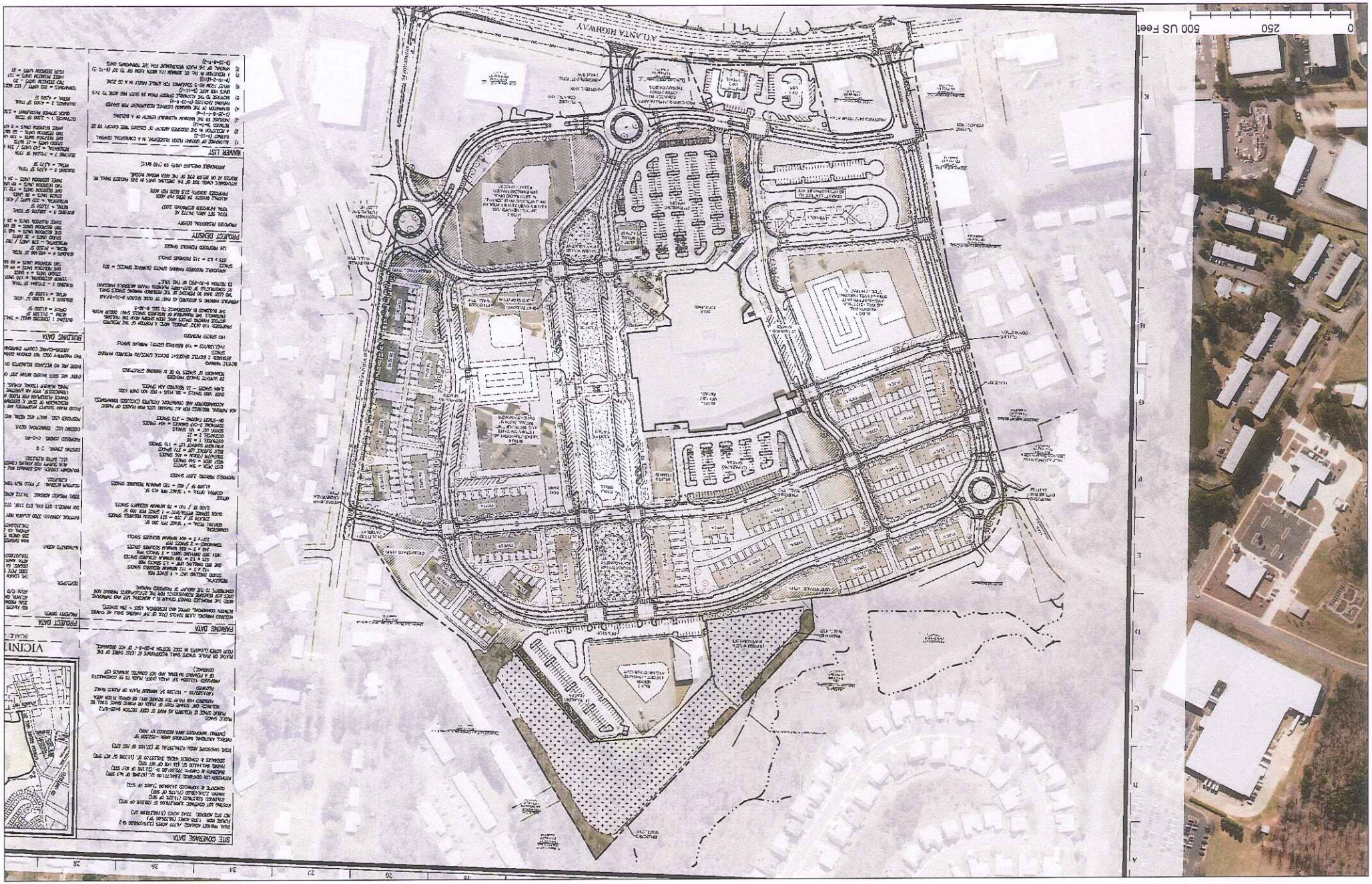
XII. Lighting

Proposed lighting for the commercial areas will meet the no-spill standards outlined in A-CC code at the time of approval.

XIII. Sustainable Design

New construction will be built to the most recent standards, which have incorporated the advancements in green building technology that have become mainstream improving the overall sustainability and lessening the development's total impact. In addition, conduit will be installed during construction to facilitate the potential installation of electric vehicle (EV) charging stations for the retail and multifamily areas of the development. Chases will also be included in large residential and mixed-use buildings during construction to accommodate the potential installation of rooftop solar in the future if needed.

Binding



Non-Binding

Stephen Jaques

From: Brad Griffin
Sent: Monday, December 5, 2022 9:17 AM
To: Stephen Wright
Cc: Stephen Jaques
Subject: RE: [EXT]Comments on proposed projects

Thanks for your comments. I am forwarding to Stephen in our office to ensure that the Planning Commission members receive them prior to the meeting

From: Stephen Wright [redacted]
Sent: Monday, December 5, 2022 9:10 AM
To: Brad Griffin <Brad.Griffin@accgov.com>
Subject: [EXT]Comments on proposed projects

EXTERNAL SENDER: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Stephen Wright and I live at 101 Wood Lake Dr, Athens GA 30606.

I would like to give some feedback on the three proposed projects that the planning commission is reviewing this month.

On 199 Stone Mill Run:

- I agree with the developer that the current units on that property have reached the end of their useful life cycle.
- I really like how they plan on restoring the western bank of the N. Oconee River.
- I like the greenway spur.
- 10 stories seems a bit high for downtown, but it would be in line with 155 Mitchell and 220 Williams.
- 745 parking spots for the entire development seems high, but it comes out to .76 spaces a bed, so I think it isn't too far out of line.

On 660 W Broad St:

- I like the overall development.
- I like the redevelopment and expansion of Reese St. park
- Architecture on this project is actually pretty nice.
- Overall, it seems like there is too much parking for the area, but I am thankful that at least two floors of it are proposed to be below grade.
- EV Charging stations are a nice touch.

On 3700 Atlanta Hwy:

- I am in favor of redeveloping the mall, and this second proposal has come a long way.
- Overall, I think there is way too much parking throughout the proposed project.
- 392 proposed surface parking spots to the north and south of the Belk store is an absurd amount of surface parking.
- It'd be great to stick another 5 over 1 in the 277 space surface lot is proposed now, but I'm guessing Belk will veto that.
- Please press the developer on why they think four lanes of travel are needed around the "center green" and why we need "street" parking on both sides? Seems excessive in an area where you're trying to create a "town center" feel.

Thanks,

Stephen

Stephen Jaques

From: Steve Horton [redacted]
Sent: Tuesday, December 6, 2022 3:26 PM
To: Stephen Jaques
Subject: [EXT]Lake Meeler HOA/Mall project

EXTERNAL SENDER: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Jaques--

Thanks for taking my call yesterday and I appreciate your insight on the mall project.

When this project was first proposed back in April, many Lake Meeler residents had numerous questions and concerns, including about traffic. However, the primary concern is our common area property line with the mall. As I noted in our conversation, the Lake Meeler subdivision (115 homes) has the longest common property line with the mall of any of its "neighbors,". Throughout the years, we have had numerous instances of individuals and groups, after parking in the mall parking lot, trespassing on Lake Meeler common area property, fishing in the lake and even "camping" in the surrounding area. Our property is adequately posted NO TRESPASSING along this line, however, it really discourages no one, and our community strongly felt that this new residential project would only exacerbate the problem.

When W&A Engineering joined the project, I spoke with Scott Haines a number of times about this and other issues. He has been more than willing to work with Lake Meeler throughout this time to find some solution to alleviate our trespassing concern. In fact, at the recent "Mall Town Hall " meeting, hosted by Commissioner Jesse Houle, Mr. Haines and the builder pledged to erect an agreed-upon "barrier" along our common property line and even, if needed, help us extend it along our property line with other businesses surrounding the mall.

Both the Petitioner and the Owners have been more than accommodating with Lake Meeler's questions and concerns and it is appreciated. We look forward to having new "neighbors" and the revitalization of the area that comes with it.

Steve Horton
President, Lake Meeler HOA
[redacted]

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Proposed HOME-ARP Allocation Plan

DATE: January 31, 2023

BUDGET INFORMATION:
REVENUES: $2,506,309 HOME-ARP Allocation

EXPENSES:

$ 1,300,000	Affordable Housing Activities
$ 625,000	Supportive Service Activities
$ 125,315	Nonprofit Operating (subject to 5% limit)
$ 125,315	Capacity Building (subject to 5% limit)
$ 330,679	HCD Administration & Planning (subject to 15% limit)
$ 2,506,309	**Total Proposed HOME-ARP Allocation Plan**

FUNDING SOURCE: U. S. Department of Housing and Urban Development (HUD)

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:
To request that the Mayor and Commission:

a. Accept the proposed HOME-ARP Allocation Plan **(Attachment #3)** and authorize its submission to the U.S. Department of Housing and Urban Development for approval; and,
b. Authorize the Mayor and all appropriate ACCGov staff to execute related documents.

HISTORY:

1. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic.

2. On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law. The $1.9 trillion package is intended to combat the COVID-19 pandemic by stabilizing state and local government operations, households, and small businesses. This act included approximately $5 billion to establish the HOME-ARP Program.

3. In mid-March 2021, the Unified Government of Athens-Clarke County (ACCGov) was granted $57.6 million of ARPA Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funding to allocate across defined categories by virtue of being both a city and a county.

4. On April 8, 2021, the U.S. Department of Housing & Urban Development (HUD) announced the award of $4.925 billion in HOME-ARP funding to give “states the flexibility to best meet the needs of people experiencing or at risk of experiencing homelessness, including through development of affordable housing, tenant-based rental assistance, supportive services, and acquisition and development of non-congregate shelter units.”

5. On June 15, 2021, the M&C adopted a Resolution to Address Homelessness with Immediacy and Strategic Planning. This resolution identified the goal to develop a strategic plan related to homelessness.

6. On September 13, 2021, HUD published a notice, titled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program," providing specific guidance on how these funds can be utilized.

7. On September, 22, 2021, the Unified Government of Athens-Clarke County (ACCGov) received a grant agreement from HUD to accept the $2,506,309 in HOME-ARP funding for Athens-Clarke County. HOME-ARP funds must be used by September 30, 2030 to benefit qualified populations identified as:
   a) Individuals who are homeless;
   b) Individuals at risk of homelessness;
   c) Individuals who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and
   d) Other populations where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing stability.

8. On November 2, 2021, M&C approved the request that they accept and authorize the Mayor and appropriate staff to execute the HUD grant agreement and all related documents.

9. On November 22, 2021, the Mayor executed the HOME-ARP Grant Agreement on behalf of ACCGov (**Attachment #1**).

10. On January 6, 2022, the U.S. Department of the Treasury released the Final Guidance for ARPA SLFRF.

11. On March 1, 2022, the M&C approved a budget allocating ARPA SLFRF to various programs, including a budget of $5,000,000 to address homelessness. This action included a strategic planning process. The M&C also designated the existing Athens Homeless Coalition (AHC) as the advisory committee for the homeless ARPA allocation.

12. On April 25, 2022, ACCGov released a request for proposals for the Strategic Plan to Reduce and Prevent Homelessness (SPRPH). This plan will serve as the strategic plan that will inform the ARPA allocation for homelessness.

13. On May 17, 2022, no responses were received for the RFP for a consultant to develop the SPRPH.

14. On June 13, 2022, ACCGov rereleased a request for proposals for the SPRPH.

15. On July 26, 2022, ACCGov received a single response from The Cloudburst Group for the SPRPH RFP.

16. On September 6, 2022, the M&C authorized staff to contract with The Cloudburst Group for the development of the SPRPH. As a part of its scope, this plan would develop the HOME-ARP Allocation Plan by the fall of 2023.

17. On October 25, 2022, ACCGov issued a purchase order to the Cloudburst Group for the development of the SPRPH.

18. On October 31, 2022, HUD released Notice CPD-22-13 which notified all Participating Jurisdictions of a March 31, 2023 deadline for the submission of all HOME-ARP Allocation Plans (**Attachment #2**).

19. Between December 7, 2022 and January 20, 2023, Housing & Community Development (HCD), supported by the Cloudburst Group, conducted stakeholder and public engagement for the development of the HOME-ARP Allocation Plan. This engagement included a community survey, a survey and interviews of individuals experiencing homelessness, service provider focus groups, and a focus group of individuals experiencing homelessness.

20. On February 2, 2023, HCD shared a draft HOME-ARP Allocation Plan with the Cloudburst Group for review.

21. On February 8, 2023, the Cloudburst Group provided HCD with feedback on the draft HOME-ARP Allocation Plan. Following this feedback, final edits were incorporated into the proposed HOME-ARP Allocation Plan (**Attachment #3**).

22. On February 12, 2023, HCD published a public notice in the Athens Banner Herald to notify of ACCGov's intent to substantially amend the Annual Action Plan to include the funding allocation for HOME-ARP. This action is in accordance with the HCD Citizen Participation Plan as previously approved by HUD.

23. On February 14, 2023, HCD provided a work session presentation to the M&C to review the draft HOME-ARP Plan.

24. On February 15, 2023, HCD published the proposed HOME-ARP Allocation Plan for public comment. Public comments will continue to be received through March 7, 2023.

25. On February 16, 2023, a community forum on the proposed HOME-ARP Allocation plan was held at the Athens-Clarke County Library. As required by HUD, HCD will compile all public comments, respond to them, and include a copy of the comments and responses with the HOME-ARP Allocation Plan submission.

FACTS & ISSUES:

1. HUD grantees are required to develop and submit a Consolidated Plan and Annual Action Plan in order to receive CDBG and HOME funding. The Unified Government of Athens-Clarke County (ACCGov) is a HUD grantee.

2. HOME-ARP funds are required to be primarily used to benefit individuals and families in the following specified "qualifying populations." Qualified populations include:
    - Individuals who are homeless;
    - Individuals at risk of homelessness;
    - Individuals who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and
    - Other populations where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing stability.

3. HOME-ARP states that funds must be used to primarily benefit the qualifying populations through the six eligible activities:
    - Acquisition, development, and/or rehabilitation of affordable rental housing;
    - Tenant Based Rental Assistance;
    - Provision of supportive services;
    - Acquisition and development of non-congregate shelter units;
    - Capacity building (5% limit) and nonprofit operating support (5% limit); and,
    - Program administration and planning (15% limit).

4. In October 2022, Cloudburst Consulting Group, Inc. was awarded a contract with HCD to create a Strategic Plan to Reduce and Prevent Homelessness, to include the HOME-ARP Allocation Plan, for the ARPA Homelessness Initiative. This plan will be completed in fall of 2023.

5. Almost immediately after Cloudburst was contracted, HUD notified all primary jurisdictions, including ACCGov that the HOME-ARP Allocation Plan must be submitted to HUD by no later than March 31, 2023 as a substantial amendment to its Fiscal Year 2021 Annual Action Plan. If ACCGov fails to submit a HOME-ARP Allocation Plan by this deadline, it is at risk of losing access to approximately $2.5 million in federal funding.

6. As a result of this change in schedule, HCD and Cloudburst determined that a revised approach would be needed to the development of the SPRPH and HOME-ARP Allocation Plans. Under this new approach, Cloudburst would continue to help coordinate feedback from homeless individuals and service providers while HCD would take the lead on developing the HOME-ARP Allocation Plan. Ultimately, all work undertaken in support of the HOME-ARP Allocation Plan will support the development of the SPRPH. Consultation and public participation processes required to use HOME-ARP funds were completed from November 2022 through February 2023. Consultation and participation activities include:
    - Homelessness Initiative Advisory Committee meetings,
    - two agency stakeholder meetings,
    - one community meeting,
    - community and stakeholder surveys (completed by 191 and 114 individuals, respectively),
    - four focus groups with 23 stakeholders, and
    - 20 individual interviews with Athenians experiencing or at risk of experiencing homelessness.

7. HCD determined the recommended focus categories to target future funding for the HOME-ARP Allocation Plan based on community, state and national data, community and stakeholder meetings and survey responses, and direct interviews with people currently or at risk of experiencing homelessness. HCD is presenting this plan to the Mayor and Commission for approval before submitting to HUD for review and approval prior to the March 31, 2023 deadline.

8. Once the HOME-ARP Allocation Plan is approved by HUD, HCD will continue to work with Cloudburst Consulting Group, Inc. to complete the Strategic Plan to Reduce and Prevent Homelessness by fall of 2023.

9. Should the SPRPH identify priorities that could be supported better through a different allocation of HOME-ARP funds, HCD may submit a substantial amendment of the HOME-ARP Allocation Plan to HUD.

10. After the Mayor and Commission accept the SPRPH, HCD staff will release targeted action RFPs to support the priorities actions identified in the plan with a mix of HOME-ARP and ARPA funding.

11. HOME-ARP funds will expire after the end of the HOME-ARP budget period of September 30, 2030. ARPA funding must be allocated by December 31, 2024 and expended by December 31, 2026.

12. In accordance with the HCD Citizen Participation Plan as previously approved by HUD and HOME-ARP regulations, HCD will compile all public comments, respond to them, and include a copy of the comments and responses with the HOME-ARP Allocation Plan submission. This process is highly structured and regulated by HUD. Staff anticipate that broader public input will be solicited in the development and review of the SPRPH.

13. This recommendation meets the following ACCGov Strategic Plan Goals, Strategies, and/or initiatives:
    - Strategy 4C: Preserve and increase the supply of affordable rental housing.
    - Strategy 4D: Prevent and reduce homelessness by enabling supportive housing options that meet a variety of needs.

OPTIONS:

1. Mayor and Commission:
   a. Accept the proposed HOME-ARP Allocation Plan (**Attachment #3**) and authorize its submission to the U.S. Department of Housing and Urban Development for approval; and,
   b. Authorize the Mayor and all appropriate ACCGov staff to execute related documents.

2. Mayor and Commission do not accept the proposed HOME-ARP Allocation Plan, thereby putting ACCGov at risk of losing $2.5 million in federal funding.

3. Mayor and Commission-defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Housing and Community Development
Prepared by: Melinda Lord, Assistant Director of HCD



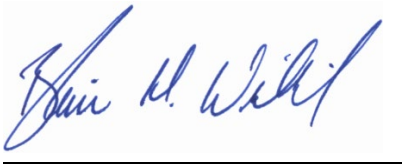
1/31/2023

Andrew Saunders
Interim Director of HCD

Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



February 16, 2023

Manager Date:

ATTACHMENTS:

Attachment #1 – Executed HOME-ARP Grant Agreement

Attachment #2 – Notice CPD-22-13 - Establishing HOME-ARP Allocation Plan Deadline

Attachment #3 – Proposed HOME-ARP Allocation Plan

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

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Athens-Clarke County 301 College Ave Athens, GA 30601-2715	2. Grant Number (Federal Award Identification Number (FAIN) M21-MP130203	
	3a Tax Identification Number 581911146	3b. Unique Entity Identifier (formerly DUNS) 024904372
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$	
7. Current Transaction (+ or -)		$2,506,309.00
a. Administrative and Planning Funds Available on Federal Award Date	$125,315.45	
b. Balance of Administrative and Planning Funds	$250,630.90	
c. Balance of Formula Funds	$2,130,362.65	
8. Revised Obligation		$
a. Formula Funds	$	

9. Special Conditions (check applicable box)
☐ Not applicable ☐ Attached

10. Federal Award Date (HUD Official's Signature Date)
09/20/2021

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance
Date in Box #10 - 09/30/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Adrian M. Fields, CPD Director	14. Signature Adrian M. Fields	15. Date 09/22/2021
16. For the Grantee (Name and Title of Authorized Official) Kelly Girtz, Mayor	17. Signature x Kelly Girtz	18. Date 11/22/2021

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME ARP

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	$2,506,309.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

HOME-ARP Allocation Plan Submission Requirement FAQs

CPD Notice 22-013, Revisions to HOME-ARP Allocation Plan Requirements and Final Submission Deadline for all HOME-ARP Allocation Plans
October 31, 2022

Plan Submission Deadline

Q: Is there a final deadline to submit a HOME-ARP allocation plan?

Yes, there is a final deadline of March 31, 2023, for all HOME-ARP participating jurisdictions to submit a HOME-ARP allocation plan. On October 31, 2022, HUD issued Notice CPD 22-013, which amends the HOME-ARP Implementation Notice (CPD-21-010: "Requirements for the Use of Funds in the HOME-American Rescue Plan Program") (the "HOME-ARP Notice") to establish the March 31, 2023 deadline for participating jurisdictions to submit their HOME-ARP allocation plans to HUD.

Q: Can a participating jurisdiction submit its HOME-ARP allocation plan after March 31, 2023 and gain access to its HOME-ARP allocation?

No. If a participating jurisdiction or insular area fails to submit its HOME-ARP allocation plan on or before March 31, 2023, the full grant amount will be subject to automatic recapture by HUD without opportunity for hearing.

Q: What if HUD disapproves a HOME-ARP allocation plan submitted by the deadline? Is there a deadline for HUD's acceptance of a HOME-ARP allocation plan?

Upon receipt, HUD will review a HOME-ARP allocation plan in accordance with Section V.D.2. of the HOME-ARP Notice. As described in the HOME-ARP Notice, HUD may disapprove a participating jurisdiction's HOME-ARP allocation plan as substantially incomplete or inconsistent with section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) ("ARP") . If HUD disapproves the plan, HUD will notify the participating jurisdiction in writing with the reasons for disapproval and the participating jurisdiction may revise or resubmit the plan for HUD review within 45 days after the first notification of disapproval. HUD will accept or disapprove the resubmitted plan within 30 days of receipt. If the participating jurisdiction's resubmitted plan is disapproved, it would follow the previously described disapproval process for revision and resubmission of its plan.

HUD Notice CPD 22-013 does not include a final deadline for HUD's acceptance of the plan as substantially complete and consistent with ARP.

Guidance and Tools

Q: What help is available to assist a participating jurisdiction with developing its HOME-ARP allocation plan?

To assist participating jurisdictions with developing and submitting a HOME-ARP allocation plan, HUD provides policy guidance, tools, and recorded trainings on the HOME-ARP webpages on HUD.gov and the HUD Exchange.

Q: What guidance and tools are available to help participating jurisdictions to develop their plans?

HUD has issued the following guidance:

- HOME-ARP Policy Brief: Preferences, Methods of Prioritization, and Limitations explains and clarifies the HOME-ARP requirements for establishing preferences and limitations in the allocation plan.
- An overview of common issues with HOME-ARP allocation plan submissions.
- HOME-ARP allocation plan FAQs.
- HOME-ARP Program Fact Sheet: HOME-ARP Allocation Plan provides a concise overview of the allocation plan requirements in the HOME-ARP Notice (pages 12-18).

In addition, HUD has issued the following tools:

- An optional Allocation Plan Template designed to clarify requirements and an accompanying annotated template which includes guidance and tips for participating jurisdictions to submit their HOME-ARP allocation plan.
- HOME-ARP Allocation Plan Checklist is used by HUD Field Offices to review all plans.
- HOME-ARP Housing Production Goal Calculation Worksheet and FAQ to assist participating jurisdictions with estimating the number of affordable rental units that a participating jurisdiction will support or produce with HOME-ARP funds.

Training

Q: Is there training available on developing allocation plans?

The following recorded webinars are available on the HUD Exchange.

- Understanding HOME-ARP Preferences, Referral Methods, and Allocation Plan Requirements Webinar explains the HOME-ARP requirements related to establishing preferences, limitations and referral methods for HOME-ARP projects or activities and the required elements of a HOME-ARP allocation plan.
- HOME-ARP Notice Webinar: Notice CPD-21-10, Qualifying Populations, and Allocation Plan Requirements provides participating jurisdictions and their partners with a general overview of the HOME-ARP Notice, reviews the HOME-ARP qualifying

populations, and explains the requirements for developing the HOME-ARP allocation plan.

- HOME-ARP Webinar Series: Planning Process reviews the requirements for the consultation process and public participation processes in the development of the needs assessment, gaps analysis, priority needs, and HOME-ARP activities.
- HOME-ARP Public Participation Video FAQ is a detailed summary of the public participation requirements for the HOME-ARP allocation plan.
- Submitting Your HOME-ARP Allocation Plan in IDIS Tutorial demonstrates how to upload and submit an allocation plan as an amendment to the 2021 Annual Action Plan through the eCon Planning Suite in the Integrated Disbursement and Information System (IDIS).

Questions and Technical Assistance

Q: How can participating jurisdictions obtain answers to questions about allocation plan requirements?

Participating jurisdictions may send HOME-ARP allocation plan questions to the CPD Division of their local HUD Field Office, by submitting it question through the *Ask A Question* (AAQ) portal, or by contacting HUD's Office of Affordable Housing Programs at HOMEARP@hud.gov.

Q: Is there direct technical assistance available to assist a participating jurisdiction that is struggling to develop its HOME-ARP allocation plan?

Yes. HUD has available resources to assign its TA providers to assist a participating jurisdiction or cohort of participating jurisdictions (i.e., states or consortia) with the development of their HOME-ARP allocation plans through direct TA. During such engagements, TA providers may conduct training, explain HOME-ARP requirements, provide guidance, and review and comment on draft allocation plans, depending on the need of the participating jurisdiction(s). In addition, direct TA engagements may be focused on specific HOME-ARP allocation plan topics (e.g., preferences, consultation, needs assessment) or more comprehensive in scope.

Participating jurisdictions may submit a request for direct TA on the HUD Exchange on the development of its HOME-ARP allocation plan through the HUD Exchange or their local HUD field office. In its request, a participating jurisdiction should detail its specific needs so that HUD can make an appropriate assignment to one of its TA providers.

Jurisdictions Not Participating in HOME-ARP

Q: May a participating jurisdiction decline or return its HOME-ARP allocation before March 31, 2023?

Yes. A participating jurisdiction that would like to decline its HOME-ARP allocation may notify its HUD Field Office of its decision in writing. HUD will include the participating

jurisdiction's declined HOME-ARP allocation in the amount available for reallocation and will reallocate the funds according to the requirements of HUD Notice CPD 22-013.

Q: Will HUD require repayment of HOME-ARP funds drawn down and expended for administration and planning costs if a participating jurisdiction or insular area does not submit a HOME-ARP allocation plan on or before March 31, 2023?

Yes. If a participating jurisdiction or insular area does not submit a HOME-ARP allocation plan on or before the final deadline of March 31, 2023, any funds expended by the participating jurisdiction or insular area, including those expended by a subrecipient or contractor, will be for ineligible costs and must be repaid with non-Federal funds to the HOME Investment Trust Fund Treasury account on or before May 30, 2023. HUD will recapture any repaid funds upon their deposit into the participating jurisdiction's or insular area's Treasury account without opportunity for a hearing.

Q: If a participating jurisdiction submits a HOME-ARP allocation plan on or before March 31, 2023, but never submits a plan that is accepted by HUD as substantially complete and consistent with the purposes of ARP, will HUD require the participating jurisdiction or insular area to repay any HOME-ARP funds expended for administrative and planning costs?

Yes. If the participating jurisdiction or insular area submits a HOME-ARP allocation plan on or before March 31, 2023 but never submits a plan that is accepted by HUD as substantially complete and consistent with the purposes of ARP, the participating jurisdiction must repay any HOME-ARP funds expended with non-Federal funds to its HOME Investment Trust Fund Treasury account within 60 days of HUD's final disapproval of the participating jurisdiction's HOME-ARP allocation plan. HUD will recapture any repaid funds upon their deposit into the participating jurisdiction's or insular area's Treasury account without opportunity for a hearing.

Reallocation of HOME-ARP Funds

Q: What will happen to the HOME-ARP allocation of a local participating jurisdiction that does not submit a HOME-ARP allocation plan on or before March 31, 2023?

If a local participating jurisdiction does not submit a HOME-ARP allocation plan on or before March 31, 2023, HUD will recapture the local participating jurisdiction's HOME-ARP allocation without opportunity for a hearing. If the local participating jurisdiction is located in a state that is a HOME-ARP State participating jurisdiction that has submitted a HOME-ARP allocation plan to HUD in accordance with the HOME-ARP Notice, HUD will reallocate the local participating jurisdiction's HOME-ARP allocation to that State participating jurisdiction. The State participating jurisdiction, in distributing reallocated HOME-ARP funds, must give preference to the use of the reallocated funds within the boundaries of the local participating jurisdiction from which HUD recaptured the HOME-ARP funds.

If the local participating jurisdiction is located in a state that is not a HOME-ARP participating jurisdiction or a State participating jurisdiction that did not submit a HOME-ARP allocation plan to HUD on or before the March 31, 2023 deadline, HUD will reallocate the local participating jurisdiction's recaptured HOME-ARP funds by formula to local participating jurisdictions within the state that have submitted HOME-ARP allocation plans to HUD in accordance with the HOME-ARP Notice and agree to accept the funds.

Q: What happens to the HOME-ARP allocation of a State participating jurisdiction that does not submit a HOME-ARP allocation plan by March 31, 2023?

If a State participating jurisdiction does not submit a HOME-ARP allocation plan on or before March 31, 2023, HUD will recapture the State's HOME-ARP allocation without opportunity for hearing. The State participating jurisdiction's HOME-ARP allocation will be reallocated by formula to local participating jurisdictions within the state that have submitted a HOME-ARP allocation plan in accordance with the HOME-ARP Notice and agree to accept the funds.

Q: What happens to the allocation of an insular area that does not submit a HOME-ARP allocation plan by March 31, 2023?

If an insular area does not submit a HOME-ARP allocation plan on or before March 31, 2023, HUD will recapture its HOME-ARP allocation without opportunity for hearing. The insular area's allocation will be reallocated proportionally to the remaining insular areas participating in the HOME-ARP program that have submitted a HOME-ARP allocation plan in accordance with the HOME-ARP Notice and agree to accept the funds.

Q: Will HUD notify HOME-ARP participating jurisdictions that are eligible to receive reallocated funds?

Yes. HUD will notify HOME-ARP participating jurisdictions in writing of their eligibility to receive reallocated HOME-ARP funds. HUD will require a HOME-ARP participating jurisdiction eligible for a reallocation to accept or decline, in writing, the reallocated HOME-ARP funds within 30 days of HUD's notification.

Q: When will HUD reallocate HOME-ARP funds from participating jurisdictions that did not submit allocation plans on or before March 31, 2023?

HUD will reallocate funds when it determines there are sufficient funds to warrant making reallocations. For efficiency's sake, HUD will attempt to minimize the number of times its makes reallocations but will reallocate any available HOME-ARP funds at least once during the period in which HOME-ARP funds are available for obligation.

For a State participating jurisdiction that will receive reallocated funds from a local participating jurisdiction that did not submit its HOME-ARP allocation plan on or before March 31, 2023, HUD will reallocate those funds to the State participating jurisdiction once it reconciles all available HOME-ARP funds from local participating jurisdictions within the state that did not submit HOME-ARP allocation plans. HUD will notify the State participating jurisdiction of the amount of the reallocation and the State participating jurisdiction must accept or decline the

reallocated funds, in writing. If the State accepts the reallocated funds, HUD will amend the State's HOME-ARP grant agreement to reflect the reallocated funds and send it to the State for execution.

If a State participating jurisdiction does not accept the HOME-ARP funds from the reallocation, HUD will develop proposed formula allocations for all HOME-ARP local participating jurisdictions within the state and notify each HOME-ARP local participating jurisdiction in writing of the amount of its reallocation. The HOME-ARP local participating jurisdiction must accept or decline, in writing, the reallocated amount. Once HUD determines which HOME-ARP local participating jurisdictions will accept reallocated amounts, HUD will run the formula again, if necessary, with only those HOME-ARP local participating jurisdictions that accepted the reallocated amounts. HUD will amend each HOME-ARP local participating jurisdiction's HOME-ARP grant agreement to reflect reallocated HOME-ARP funds and send the amended agreement to the HOME-ARP local participating jurisdiction for execution.

Q: If a participating jurisdiction agrees to accept reallocated HOME-ARP funds, what steps must it take to receive the reallocated funds?

Once HUD notifies a participating jurisdiction or insular area of the amount of reallocated funds it will receive and the participating jurisdiction or insular area has notified HUD that it will accept the reallocated funds, the participating jurisdiction or insular area must amend its HOME-ARP allocation plan to include the amount of any reallocated HOME-ARP funds in accordance with the HOME-ARP Notice and its citizen's participation plan. Participating jurisdictions must submit amended HOME-ARP allocation plans to HUD. If the amount of reallocated funds added to the plan would trigger a substantial amendment under the participating jurisdiction's citizen participation plan, then the participating jurisdiction or insular area must follow the substantial amendment process described in section V.C.6. of the HOME-ARP Notice. If the required amendment does not constitute a substantial amendment, participating jurisdictions are encouraged, but not required, to carry out public participation.

Attachment #3

HOME-ARP Allocation Plan

For submission to the U.S. Department of Housing and Urban Development as a Substantial Amendment to the FY2021 Annual Action Plan.

Prepared by
Athens-Clarke County Unified Government
Housing & Community Development Department
375 Satula Avenue
Athens, GA 30601

FOR CONSIDERATION OF MAYOR & COMMISSION: MARCH 7, 2023

Table of Contents

Introduction 2
Consultation 2
Public Participation 17
Needs Assessment and Gaps Analysis 18
HOME-ARP Activities 27
Appendix A: Community Survey Responses 32
Appendix B: Stakeholder Survey Responses 52
Appendix C: Service Provider Listening Sessions 70
Appendix D: Community Interviews Key Themes & Demographics 73
Appendix E. Public Notice on *Athens Banner-Herald* 76
Appendix F. Additional Data on Qualifying Populations 77

Introduction

In September 2021, Athens-Clarke County Unified Government (ACCGov) was awarded $2,506,309 in HOME Investment Partnerships American Rescue Plan (HOME-ARP) program funds from the U.S. Department of Housing and Urban Development (HUD). These funds are primarily designed to assist individuals or households who are homeless or at risk of homelessness by developing or supporting affordable rental housing, providing tenant based rental assistance, providing supportive services, and acquiring and developing non-congregate shelter units.

HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations:

- Individuals experiencing sheltered or unsheltered homelessness
- Individuals at risk of homelessness
- Persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Others who are at great risk of housing instability who might benefit from supportive services to prevent homelessness
- Veterans, and families that include a veteran family member, that meet one of the preceding criteria

In order to receive the HOME-ARP funding, ACCGov developed this Allocation Plan for approval by HUD as a substantial amendment to its Fiscal Year 2021 Annual Action Plan. The development of this data-driven HOME-ARP Allocation Plan was informed, in part, through extensive stakeholder consultation and public engagement.

The Cloudburst Group, a consulting firm hired by ACCGov to help develop its Strategic Plan to Prevent & Reduce Homelessness, provided technical assistance in the development of the present HOME-ARP Allocation Plan.

Consultation

Prior to developing the HOME-ARP Allocation Plan, ACCGov consulted with 45 stakeholders and service providers currently supporting the qualifying populations, and with 211 residents of Athens-Clarke County (ACC) who might benefit from programs funded by HOME-ARP. Through the efforts described below, ACCGov proactively engaged the local Continuum of Care GA-503 (CoC), homeless service providers, domestic violence service providers, veteran's groups, public housing agencies, public agencies that address needs of qualifying populations, and public/private organizations that address fair housing, civil rights and needs of persons with disabilities. These efforts went beyond the minimum consultation criteria established by HUD.

Advisory Committee

- In March 2022, ACCGov's Mayor and Commission designated the Athens Homeless Coalition (the governing body of the local CoC) to act as an advisory group in the development of its Strategic Plan to Prevent and Reduce Homelessness, which would inform the allocation of HOME-ARP funds.

- The Athens Homeless Coalition designated a group of 16 of its members to serve in the Advisory Committee, representing Acceptance Recovery Center, Advantage Behavioral Health Services, The Ark, Athens Alliance Coalition, Athens Area Homeless Shelter, Athens Nurses Clinic, Bigger Vision of Athens, Family Promise of Athens, the Athens Homeless Coalition Board of Directors, Piedmont Athens Regional Medical Center, Project Safe, Sparrow's Nest, and St. Mary's Health Care System.
- On November 30, 2022, ACCGov convened the Advisory Committee to inform them of HUD's expedited deadline for HOME-ARP Allocation Plans and ACCGov's planned consultation and public comment activities. Committee members were encouraged to promote participation across the CoC and with their clients in all activities described below.
- All organizations represented in the Advisory Committee participated in at least one consultation activity, as described on Table 1.

Consultation Activities

ACCGov's consultation process consisted of four main components to gather critical information regarding unmet needs and gaps in services for the qualifying populations.

A. Surveys. ACCGov distributed two surveys to capture information from service providers and stakeholders, and individuals who may benefit from activities funded by HOME-ARP. Between December 8, 2022 and January 20, 2023, individuals had the option to complete the confidential and anonymous surveys online or by filling out a paper copy and submitting it to a participating service provider (anonymity was lost if participants chose to self-identify). Survey availability was promoted via:

- Email to members of the CoC and subscribers of various local listservs of service providers,
- United Way of Northeast Georgia's 2-1-1 client database,
- Distribution of flyers with a QR code at local service providers, the Athens-Clarke County Library, and local food distributions,
- A-frame signs with the survey QR code strategically placed in downtown Athens, and
- ACCGov's websites (accgov.com/arpa and accgov.com/10473/Homelessness) and its Surveys listserv.

A total of 191 community members and 116 individuals representing 43 agencies/organizations completed the survey. Key themes from survey responses are incorporated into Table 1 and Needs Assessment and Gaps Analysis section of this document, while the community and stakeholder survey responses are outlined in Appendix A and Appendix B, respectively.



ACCGov staff distributed flyers at local food distributions to encourage participation from community members. Photo credit: ACCGov

B. Service Provider Meetings. In an effort to gather information about needs and gaps in services from service providers and stakeholders, ACCGov:

- Orchestrated and facilitated a meeting on December 15, 2022 at the Athens-Clarke Public Library, whereby 30 people representing 16 service providers learned about HOME-ARP and participated in breakout groups focused on the needs of qualifying populations. A copy of the presentation was made available to the public on www.accgov.com/10473/Homelessness.
- Presented preliminary findings based on survey responses and secondary data during the monthly Interagency & Community Meeting hosted by Family Connections-Communities in Schools (FC-CIS), held on January 13, 2023 at the Athens-Clarke County Library. Fifty-six individuals representing 24 agencies and local government attended and provided feedback that aided in the development of the present Plan. ACCGov made the presentation available to the public on https://www.accgov.com/10473/Homelessness, and FC-CIS livestreamed and posted the recording on https://youtu.be/ySqyZo-D3hU. Local newspaper *The Athens Banner-Herald* also ran a story on January 13, 2023 about the meeting and the development of the HOME-ARP Allocation Plan.

Key themes from service provider meetings are incorporated into Table 1 and the Needs Assessment and Gaps Analysis section of this document.

C. Focus Groups with Service Providers. Between January 18 and January 20, 2023, ACCGov invited key stakeholders to participate in five separate focus groups to further explore needs and service gaps in our community and to help prioritize HOME-ARP eligible activities. The five groups included:

- Homeless Service Providers
- Supportive Service Providers
- Healthcare Service Providers
- Victim/Survivor Service Providers
- Immigrant Service Providers

Key themes from focus groups are incorporated into Table 1 and the Needs Assessment and Gaps Analysis section of this document. Appendix C includes interview questions, a summary of common themes, and group participants.

D. Interviews with Community Members. Between January 18 and January 20, 2023, ACCGov coordinated with Advantage Behavioral Health Systems, Athens Alliance Coalition, the Athens Area Homeless Shelter and Family Promise of Athens to identify current and former clients who are part of a HOME-ARP qualified population. A total of 20 individuals were interviewed in a confidential setting, and each received a $20 gift card as a token of gratitude for their participation.

Key themes from these interviews are incorporated into the Needs Assessment and Gaps Analysis section of this document. Appendix D includes the interview questions, summary of common themes, and participant demographics.

Organizations and Stakeholders Consulted

Representatives from a total of 45 agencies participated in at least one of the activities listed above. Their comments helped guide the development of this HOME-ARP Allocation Plan (Table 1).

Summary of feedback received and results of upfront consultation with these entities:

Consulted stakeholders and community members expressed high frustration with a decreased affordable housing stock in Athens-Clarke County, particularly since the start of the COVID-19 pandemic. This has translated into unsustainable increases in rent, high non-refundable application fees, reticence from landlords to sign or renew leases with individuals dependent on housing assistance, and reduced housing opportunities for individuals with low income and bad credit. Service providers commented that without the ability to transition clients from shelter units into affordable rental housing, they often feel at a loss.

Furthermore, the types of supportive services identified as high priority— including housing search assistance, financial assistance (e.g., first month's rent), employment assistance/job training, and food assistance—speak to the community's difficulties in finding, and being able to afford, existing housing options.

There was also a general consensus that Athens is a regional service hub, offering a variety of housing and supportive programs to those currently or at risk of experiencing homelessness. This was seen as a strength among stakeholders, though there was also concern that it encourages individuals to move to Athens from less-resourced areas. Many called for more efficient collaboration among providers, increased capacity building opportunities, and education to the larger community about existing efforts to reduce and prevent homelessness. There was also a call to make existing services more available to Spanish-preferring community members, through enhanced language services and less strict eligibility requirement.

Table 1. Organizations and Stakeholders Consulted

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
Continuum of Care Governing Board				
1.	Acceptance Recovery Center	All	Focus groups, Stakeholder mtg., Surveys	• All our clients are high risk/high need, many are chronically homeless and have criminal background that prevent them from accessing housing. • We provide housing with wrap-around services, but always need more space.
2.	Advantage Behavioral Health Services	All	Focus groups, Stakeholder mtg., Surveys	• Lack of affordable housing stock makes it difficult to provide adequate level of care or expand provided care. • Can't run rapid rehousing programs without affordable housing stock • Forced to look outside of Athens for housing • Supportive services that are most needed include case management, employment assistance, and counseling. • Prioritize affordable rental housing and non-congregate shelters
3.	Athens Alliance Coalition (First Step Encampment)	Currently homeless	Stakeholder mtg., Surveys	• Seems to be an increase in people moving to Athens who end up needing housing assistance • Rehab services don't always work, so people end up back to homelessness • Encampment works well, but we need to think about the "next step"
4.	Bigger Vision	Currently homeless	Focus groups, Stakeholder mtg	• Prioritize affordable rental housing, followed by TBRA, non-congregate housing, supportive services and NPO capacity building/operations. • We need more case management, employment and housing search assistance, life skills training, landlord/tenant liaisons, legal services, mental healthcare, childcare and food assistance. • A lot of people moving to Athens, in search of services which are already at capacity.
5.	Athens Homeless Coalition Board	Currently homeless	Stakeholder mtg	• Need to involve healthcare providers as well as local business owners/managers into these conversations

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
6.	Family Promise of Athens	Currently homeless	Focus groups Stakeholder mtg., Survey	• Prioritize affordable rental housing, followed by supportive services, non-congregate shelters, and TBRA. Capacity for NPOs also important. • A lot of people are just one paycheck away from homelessness. We try to provide transition into safe and secure housing. • There's a lot of cooperation/collaboration among homeless and supportive service providers; often it's "behind the scenes" so it's not noticed by others. • We are overwhelmed by calls and referrals, and inability to meet all needs. • Childcare, transportation and credit repair are critical to support these families.
7.	Piedmont Athens Regional	All	Focus group	• Mental health for healthcare providers would help prevent burnout, which leads to staff shortages that ultimately impact community. • Difficult to discharge patients who have nowhere to go, particularly if they have high medical needs.
8.	Project Safe	DV, etc.	Focus groups, Stakeholder mtg., Survey	• Shelters are great for short term, but ultimately, we need more long-term affordable housing. • Even with funding for rapid rehousing, landlords are difficult to work with. Landlords are tired of damages, "drama", abusers coming back, etc. No longer care to hear the story of people who need housing. • Create network of landlords that work closely with all agencies. Maybe with assurances of the whole "collective" vs just one agency, they'd be more willing. • Over the last few years, have had to change safety planning (even providing tents to families with kids) because there is nowhere to place them. Often, victims prefer to stay in abusive household because going to a hotel or shelter seems less safe.
9.	Sparrow's Nest	Currently homeless	Stakeholder mtg., Survey	• Prioritize non-congregate shelters, followed by affordable rental housing, supportive services, NPO capacity building and TBRA. • Supportive services most needed in Athens include: case management, food assistance, housing search counseling, life skill straining, mental health, credit repair, childcare, housing cost assistance

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
10.	St. Mary's Healthcare System	All	Focus group, Survey	• Many patients don't have stable housing upon discharge; their high medical needs make it difficult for them to be self-sufficient and to live on their own. • CHW provides a lot of referrals to local providers, but patients' feedback is that their needs are not met. It is obvious local providers are at capacity. • High medical bills mean less money to spend on shelter. • Prioritized TBRA, followed by affordable rental housing, NPO capacity building, non-congregate shelter and supportive services.
11.	The Ark	At risk, Other, DV+	Stakeholder mtg., Focus group, Survey	• We do a lot of preventative support (e.g., utilities & rental assistance), and then refer to local agencies once we have a good understanding of client's needs. • Many clients don't say that they need mental healthcare, but they will say yes if asked directly. • Prioritized affordable rental housing, followed by TBRA, non-congregate shelter and supportive services.
ACCGov also outreached multiple times to the Athens Nurses Clinic, a member of this category, but did not receive any feedback.				
Homeless Service Providers				
Several agencies listed in the COC Governing body section above are themselves homeless service providers, including: Acceptance Recovery Center, Advantage Behavioral Health Services, Athens Alliance Coalition, Athens Area Homeless Shelter, Athens Homeless Coalition Board, Bigger Vision of Athens, Family Promise of Athens, Project Safe and The Sparrow's Nest.				
12.	Backpack Project of Athens	Currently homeless	Survey	• Prioritized affordable rental housing, followed by non-congregate shelter, TBRA and supportive services. • The most needed supportive services are employment assistance/job training, legal services, transportation, financial assistance/rental assistance, credit repair, and landlord-tenant liaison.
13.	Lydia's Place	Currently homeless	Focus group	• Serve a very specific group of youth who aged out of foster care, and who actively working or in school. • Has not taken government money because of restrictions; now they have more freedom to manage own eligibility requirements. • Doesn't have infrastructure or capacity to manage more clients, or larger grants. • Would want to expand in the next few years.

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
14.	Salvation Army	Currently homeless	Focus group, Stakeholder mtg., Surveys	• Have recently changed policies to increase safety of LGBTQIA+ shelter residents • Maintaining existing shelters is very expensive. Currently unable to use all shelter space because lack of funding to fix roof over men's space. • Have had to turn away people who have high medical needs because they're unable to provide adequate support. • Prioritizes capacity building/operations for NPOs, followed by affordable rental housing, supportive service, non-congregate shelters and TBRA. Difficult to build capacity with housing costs increasing • Top services needed: food assistance, housing search/counseling, case management, employment assistance/job training, mental health, credit repair. • Government funding is difficult and burdensome to secure and manage, particularly for new leadership.
15.	Street Love Ministries	Currently homeless	Survey	• Prioritized affordable rental housing, followed by NPO capacity building, supportive services, TBRA and non-congregate shelters. • Case management, employment assistance, food assistance, mental health, outreach services, victim services for those who need it, transportation and housing financial assistance, should be prioritized.
Domestic Violence, Sexual Assault and Human Trafficking Victims/Survivors Service Providers				
Project Safe, listed in CoC Governing Board section of this table, is also a DV Victims/Survivors Service Provider. ACCGov also outreached to ACC-Sexual Assault Nurse Examiners multiple times but did not receive feedback.				
16.	The Cottage	DV+	Focus groups, Survey	• Athens needs more staffing to staff homeless shelters that are safe for victims of sexual assault, offering more hotel vouchers for after experiencing sexual assault. • Also need to help educate folks who are transitioning out of homelessness. • Most needed supportive services include case management, childcare, employment assistance/job training, legal services, mental health, credit repair, and housing financial assistance • Would prioritize affordable rental housing, followed by NPO capacity building, supportive services, TBRA and non-congregate housing

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
17.	Divas Who Win	DV+	Focus group, Stakeholder mtg., Survey	• 80% of their clients have experienced sexual assault. Many are parents, but they have already lost kids, so they don't necessarily need family housing. • Our clients need multiple support systems working together – ideally one case worker to help them through a 2–3-year transition. • Short-term assistance model doesn't address underlying causes.
18.	Western Judicial Circuit-District Attorney's Office	All	Focus group	• Figure out a way to incentivize landlords to offer lower rents; they often prefer to accept students willing to pay higher rent vs. someone with assistance. • We need more transitional housing, too. • There is a lot of collaboration, particularly among victim service providers.
Veteran's Groups				
ACCGov outreached multiple times via email and phone to the following veteran's associations but did not receive any feedback during the consultation period: AMVETS, Post #10, Georgia Department of Veterans Services, Homeless Veteran Initiative, VA Outpatient Clinic, Veterans of Foreign Wars, Post 2872, and Veterans of Foreign Wars, Post 3910.				
Public Housing and Affordable Housing Agencies				
19.	Athens Area Habitat for Humanity	At risk, DV+, Other	Stakeholder mtg., Survey	• Volunteers make it possible for us to offer lower cost homeownership. There's a strain on volunteers though, and they are not always available. • Order of priorities: affordable rental housing, TBRA, non-congregate shelter, supportive services. Capacity building for NPOs also important. • Need more case management, housing search assistance/counseling services, landlord liaison services.
20.	Athens Housing Authority	At risk, DV+, Other	Email	• Provided data incorporated into this plan, including the number of individuals currently on the AHA waiting list.
21.	Athens Land Trust	At risk, DV+, Other	Survey	• Prioritized affordable rental housing, followed by supportive services, non-congregate shelter and TBRA. Capacity building for NPOs is also important. • Key services needed are childcare, housing search assistance, mental health, financial housing assistance, credit repair and tenant/landlord liaison.

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
22.	Columbia Residential	At risk, DV+, Other	Stakeholder mtg	• Need to provide enhance education and support for people transitioning out of homelessness into long-term housing, including cleaning tips.
ACCGov outreached multiple times via email and phone to other organizations in this category but did not receive feedback. These include: Athens Development Corporation and Hancock Community Development.				
Public agencies that address needs of qualifying populations, and public/private organizations that address fair housing, civil rights, and needs of persons with disabilities.				
23.	ACC Police Department	All	Focus group, Stakeholder mtg., Survey	• We make referrals to local agencies as needed, particularly through the ACCPD and ABHS co-responder program • We take extra steps to mitigate repeat encounters • We need to improve the existing organizations to be more inclusive
24.	ACC Public Library	All	Stakeholder mtg	• Attended two stakeholder meetings but did not provide specific feedback.
25.	Athens Community Council on Aging	All	Stakeholder mtg., Survey	• We need more emergency shelters - when we had a 71-year-old get kicked out of his housing, he spent an entire weekend living outside in downtown Athens because Bigger Vision had no space. There was nowhere else for him to go while we helped to mediate the situation. • Constantly surveying those who are facing homelessness, domestic violence, etc. would be the best. • Community based efforts are the most successful. Working with individual providing mutual aid. With the levels of hierarchy in the nonprofits, there are people who do not know much about the needs of the people making decisions and this is an issue. When it is the opposite, I think we are the most successful. • Understanding how different needs overlap will help organizations and communities work together rather than working separately. If one place is focusing on food, they should have connections with places centered on shelter, housing. • My concern is that we are not listening to those from the populations themselves. I believe we should give this people the agency they deserve to help direct care.

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
				Giving people the agency would allow them to be treated like human beings and be better integrated into the community they belong in. Treating people like people and hearing their concerns will go far. One of the best things to give agency is giving money, so that people can spend it in ways they seem fit for their situation. Also, from my experience here at a nonprofit. There are so many people facing homelessness or on the cusp of homelessness, and we are stretched thin as I believe most places are. I believe my statement above will help better distribute the care that these people need. • Prioritized affordable rental housing, followed by supportive services, TBRA, non-congregate shelters, and capacity building. • Case management, housing search assistance, counseling, landlord/tenant liaison are the most needed supportive services most need for this population
26.	Athens Housing Advocacy Team	All	Stakeholder mtg	• Tenant-landlord relations are strained. • Advocacy is critical to support tenants. • Materials and services should also be made accessible to non-English speakers, particularly Spanish speakers.
27.	Athens Pride & Queer Collective	All	Focus group, Stakeholder mtg., Survey	• LGBTQ+, particularly trans individuals, face discrimination when seeking local services. Many choose not to stay at existing shelters because they feel unsafe. • Need for more gender-neutral bathrooms, sleeping spaces, clothes closet, etc.
28.	Clarke County Board of Education	All	Focus group	• District invested a lot in social work categories, counselors to help identify at-risk or high-risk kids, including homelessness. • Behavioral and academic results are affected by homelessness. • Give gift cards, temporary hotel/housing vouchers, food pantries at schools, mental health & physical health clinics, students facing homelessness can get free services at school-based clinics.
29.	Clarke County School District	All	Focus group, Stakeholder mtg	• As funding ends, we will lose key staff that helps support needs of students/families outside of school. • Mental health is such a crucial area, for kids and families. • Critical to build trusting relationships with community and among providers.

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
				• School social workers collaborate a lot with local service providers, but it would be helpful to have a better idea of which agency is supporting who (to minimize service duplication, etc.). • Currently offering parent-to-parent groups focused on parenting, financial skills.
30.	Department of Public Health – Northeast Division	All	Focus group, Stakeholder mtg., Survey	• Lack of in-person psychiatric care, easier access to lower-level care. Even if they're insured, they're under-insured and/or lack of providers outside of ABHS. • Specialty Care HIV+ clinic has 700 patients, relied really heavily on Live Forward for housing assistance. Over the last few years with Live Forward's decline, many clients have lost housing because of the loss of funding. So then relied heavily on ABHS Transitional & Rapid Re-Housing Program.
31.	Dignidad de Inmigrante	All	Focus group	• Latinx immigrant community has difficulty accessing existing housing and supportive services due to (1) lack of information in Spanish, (2) lack of providers with Spanish-speaking staff, (3) un- and under-documented immigrants not eligible to participate in key government-funded programs, (4) lack of information about how to access/navigate existing services. • More funding and advocacy for immigrant community is needed. • Prioritize supportive services with language support, landlord-tenant liaisons and affordable rental housing.
32.	Extra Special People	All	Stakeholder mtg	• Financial statues of families who have someone with a disability • Not many locations that are accessible for individuals with a disability • Lack of resources to pass along to people, especially in housing.
33.	Family Connection-Communities in Schools (including Neighborhood Leaders)	All	Stakeholder mtg., Survey	• It's important to engage people experiencing homelessness in these plans. • Prioritize case management, food assistance, landlord-tenant liaison, mediation and transportation. • Ranked priorities are affordable rental housing, TBRA, supportive services, capacity building and non-congregate shelter. • How can we make existing services more accessible to non-English speakers? • Need to also continuously update service provider listings, to reflect current programs, eligibility requirements, etc.

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
34.	Georgia Department of Community Supervision	All	Email	• Provided data about housing status of individuals under supervision. Did not provide any additional comments or feedback on HOME-ARP.
35.	Georgia Options, Inc	All	Survey	• Prioritized affordable rental housing, followed by TBRA, supportive services, NPO capacity building and non-congregate shelters. • Key supportive services to improve/enhance: Employment assistance/job training, food assistance, housing search assistance/counseling, outreach services, mental health, financial housing assistance.
36.	Goodwill of North Georgia	All	Stakeholder mtg., Survey	• The supportive services that are most needed are case management, childcare, transportation, employment assistance/job training, financial housing assistance and rental assistance, and victim services for those who need them. • Prioritize HOME-ARP for affordable rental housing, followed by supportive services, TBRA and non-congregate shelters.
37.	Northeast Georgia Area Agency on Aging	All	Stakeholder mtg., Survey	• Would prioritize affordable rental housing, followed by TBRA and non-congregate shelter (tied), and supportive services. • Recommend focusing HOME-ARP on case management, housing search assistance/counseling, landlord-tenant liaison, outreach services, childcare, employment assistance/job training.
38.	People Living in Recovery	All	Stakeholder mtg	• Mental health and substance use are huge risk factors, and under-addressed co-occurring conditions to homelessness. • Would like to see more housing/shelter that incorporates substance use recovery, more affordable treatment facilities (including for women w/kids) • Lack of affordable housing stock, and low wages for those transitioning out of supportive housing are problems
39.	Positive Impact Health Centers	All	Stakeholder mtg., Survey	• Need different housing to support individuals with different needs. For individuals who have never had housing support, having an apartment within a staffed building/complex who can respond immediately in crisis would be great.

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
				• More funds, better landlord agency engagement and more partnership. Better housing conditions. Provision for an overnight support service that all agencies could use with highly skilled staff as a lot of issues occur at night. Something akin to the ACT team but for all supported individuals. • There's little support for individuals who don't have experience managing a household. I've seen individuals placed in subsidized/transitional apartments and then get evicted at some point during the course of their tenancy because of antisocial behavior, non-payment of rent or due to persistent unmanaged mental health issues. There needs to be more supported housing with regular staff visits to ensure individuals w/complex health and social needs can sustain housing. • Prioritized affordable rental housing, followed by NPO capacity building, TBRA, non-congregate shelter and supportive services.
ACCGov also outreached multiple times via email and phone to the following agencies within this category, but did not receive any feedback: Access Point of GA, Athens Anti-Discrimination Movement, Athens Immigrant Rights Coalition, ACC Criminal Justice Division, Bike Athens, Freedom from Bondage Recovery, Fresh Wind Recovery Ministry, Hope Haven of Northeast Georgia, Just Stay Sober Recovery House, Love.Craft Athens, Modern Pathways to Recovery House, Palm House Recovery Center, Second Chance Recovery, etc.				
Others, including Healthcare, Faith-Based Organizations and Business				
40.	Athens First UMC	All	Stakeholder mtg	• Attended stakeholder meeting, but did not provide specific feedback
41.	Athens Neighborhood Health Center	All	Focus group, Stakeholder mtg	• Patients often report that they've gone through all local homeless service providers, but still facing housing instability or feel unsafe at existing shelters. • Have one streamlined application that works for multiple programs would help decrease re-traumatization of clients every time they have to tell their story.
42.	Best Western Athens	Currently homeless, DV+	Stakeholder mtg., Email, Phone	• Relationship between hotel and service providers works well, particularly when case manager is onsite. • Consider turning existing hotels into longer-term transitional housing by installing kitchenettes.

	Name of Agency/Org	QP Served	Consultation Method	Feedback Received
43.	Inn Between the Hedges	Currently homeless, DV+	Email	• Shared that they are in the process of having to evict individuals/families who are staying at the hotel, due to lack of payment • Would be interested in a hotel voucher program.
44.	Mercy Health Center	All	Focus groups	• Service providers in nearby counties seem so overwhelmed, they send clients to Athens because of perception there are more services here. • Would be interesting to have NPO and gov't leaders go through "a day in the life of" to gain true understanding of all obstacles, etc. • Rent increases are forcing individuals out. • ACCGov should find ways to limit outside "predatory" investors to buy out properties that kick out native Athenians that can't afford other units. • More collaboration between service providers would be nice; maybe an online platform to share data.
45	United Way of Northeast Georgia	All	Stakeholder mtg., Survey	• Existing services and shelters need to be bolstered and supported. • Families have to choose between working and childcare. • Prioritize affordable housing, followed by TBRA, non-congregate shelter, NPO capacity building and supportive services. • Services most needed include childcare, financial assistance for housing, mental health/substance use support, landlord mediation, employment assistance, housing search assistance.

Public Participation

Description of Public Participation Process

- **Date of Public Notice:** February 12, 2023
- **Public Comment Period:** February 13 – March 7, 2023
- **Date of Public Hearing:** March 7, 2023

The public hearing was held as part of the ACCGov Mayor & Commission Regular Session meeting at City Hall (301 College Avenue, Athens, GA, 30601) on March 7, 2023. The meeting was broadcast live and rebroadcast live on ACTV Spectrum Cable Channel 180, and streamed live online on www.accgov.com/videos), on YouTube (www.youtube.com/accgov or the YouTube app on mobile devices or TV devices by searching @accgov) and Facebook (www.facebook.com/accgov).

Description of Efforts to Broaden Participation

ACCGov exceeded the minimum public comment period required by HUD (23 days total) to provide multiple opportunities for service providers, stakeholders and community members to submit comments prior to the adoption of the HOME-ARP Allocation Plan by the county's Mayor and Commission on March 7, 2023. During the public comment period of February 13 – March 7, 2023, specific efforts to expand public participation included:

- On February 13, 2023, published the HOME-ARP Allocation Plan draft and bilingual (English and Spanish) summary sheets with public comment opportunities on www.accgov.com/hcd.
- Made printed copies of the Allocation Plan and summary sheets available at ACCGov's Housing and Community Development Department (375 Satula Ave, Athens, GA 30601) and the East Athens Development Corporation (410 McKinley Dr., Athens, GA 30601), and by request.
- Accepted written comments in English and Spanish submitted to ACCGov by U.S. Mail, e-mail and an online form at www.accgov.com/hcd. The online Mayor & Commission Agenda Item Comment Form was also available at www.accgov.com/publicinput.
- Held a drop-in community meeting on February 16, 2023 at the ACC Library (2025 Baxter St., Athens, GA 30606) to encourage participation from residents who might be otherwise reluctant to attend the televised Public Hearing in City Hall on March 7, 2023. A bilingual ACCGov staff member was present to encourage participation from Spanish-preferring individuals.
- Encouraged interested parties to attend and submit public comment during the televised and streamed Mayor & Commission Regular Session public hearing meeting at City Hall (301 College Avenue, Athens, GA, 30601) on March 7, 2023. Recording of this meeting is available at www.accgov.com/videos.
- Published advertisement outlining the amount of HOME-ARP that ACCGov will receive, and the range of activities ACCGov may undertake, in the county's largest print outlet *The Athens-Banner Herald* on Sunday, February 12, 2023 (Appendix E).
- Distributed a media release on February 16, 2023 outlining public participation process and activities.

Summary of comments and recommendations received through the public participation process either in writing, or orally at a public hearing

ACCGov's HCD will enter a narrative response here once the public comment period concludes.

Summary of comments or recommendations not accepted and the reasons why:

ACCGov's HCD will enter a narrative response here once the public comment period concludes.

Needs Assessment and Gaps Analysis

Description of HOME-ARP Qualifying Populations within Athens-Clarke County

People Currently Experiencing Homelessness

For the purposes of HOME-ARP, HUD defines "homeless" as someone who lacks a fixed, regular and adequate nighttime residence. This includes individuals and families who are "unsheltered" (residing in a place not meant for human habitation) and "sheltered" (staying in emergency shelter and transitional housing).

According to the 2022 Point-in-Time (PIT) count, a total of 74 unsheltered homeless individuals and families reside in Athens-Clarke County (Table 2). The 2023 PIT count was conducted on January 27, 2023; however, the data verification was not complete at the time of this assessment and analysis. ACCGov anticipates an increase in the county's homeless population.

Table 2. 2022 PIT Count Results

	Sheltered			Unsheltered	**Total**
	Emergency	Transitional	Safe Haven		
Total Number of Households	97	49	0	74	220
Total Number of Persons	141	68	0	74	283
Number of Children (under age 18)	40	18	0	1	59
Number of Persons (18-24)	6	14	0	3	23
Number of Persons (over age 24)	95	36	0	70	201

ACCGov also reviewed active clients in the Homeless Management Information System (HMIS) utilized by local homeless service providers, to determine the number and demographics of active clients enrolled through 2021 (Table 3). HMIS data indicated 1,737 (53%) female, 1,532 (46%) male, and 19 (<1%) non-binary or multiple gender individuals. Almost 2/3 of active clients were Black or African American, while 1/3 were white, with small numbers of individuals from other races. The overwhelming majority of clients in HMIS are non-Hispanic, with only 79 (2.4%) individuals of Hispanic/Latino/a/x ethnicity. 868 clients (26.3%) are under age 18, 207 (6.28%) are age 18 to 24, 1658 (50.3%) are 25 to 54, 473 (14.4%) are 56 to 65, and 83 (2.5%) are age 65 and over. 96 active clients were veterans and 987 had experienced domestic violence.

Table 3. Demographics of people currently experiencing homelessness in 2021

	# of Clients	% of Clients
Gender		
Female	1,737	52.7%
Male	1,532	46.5%
Multiple genders, or non-binary	19	<1%
Transgender	n/a	n/a
Non-Binary or Other Fluid Identity	n/a	n/a
Race		
American Indian, Alaska Native, or Indigenous	12	0.36%
Asian or Asian American	3	0.09%
Black, African American, or African	2,094	63.45%
Multi-Racial	109	3.30%
Native Hawaiian or Pacific Islander	9	0.27%
White	1,055	31.97%
Ethnicity		
Hispanic/Latin(a)(o)(x)	79	2.40%
Non-Hispanic/Non-Latin(a)(o)(x)	3,211	97.45%
Age Group		
Under 18	868	26.34%
18 to 24	207	6.28%
25 to 54	1658	50.32%
55 to 64	473	14.36%
65 and Over	83	2.52%
Veteran Status		
Is a veteran	91	2.8%
Domestic Violence		
Has experienced DV	987	30.0%
Disability		
Has a disabling condition	1,640	49.77%

Source: HMIS. Note: Percentages do not necessarily add up to 100, as missing responses were excluded

People at Risk of Homelessness

For the purpose of HOME-ARP, HUD generally defines those "at risk of homelessness" as an individual or family that (1) earns less than 30% of the HUD Area Median Family Income (HAMFI), and (2) has insufficient resources to prevent them from becoming homeless, and (3) meets at least one other condition that indicates housing instability (e.g., moves frequently for economic reasons, lives in severely overcrowded housing, has received an eviction notice, etc.).

CHAS 2015-2019 data indicates a total of 11,915 extremely low-income households (≤ 30% HAMFI) in Athens-Clarke County, of which 10,245 (86%) are renters and 1,670 (14%) are

homeowners (Table 4). These individuals are more likely to be burdened by housing costs (Table 5), participate in eviction prevention programs (28% of participants in ACCGov's ARPA-funded Eviction Prevention Program were extremely low income, Figure 1), and live in the home of someone else or in overcrowded conditions because of economic hardships (CHAS 2015-2019). Additional data in this qualifying population is included in Appendix F.

Table 4. Household Income Distribution Overview

	Owner	Renter	Total (%)
Household Income ≤ 30% HAMFI	1,670	10,245	11,915 (24%)
Household Income >30% to ≤50% HAMFI	1,865	5,455	7,320 (15%)
Household Income >50% to ≤80% HAMFI	2,805	6,350	9,155 (19%)
Household Income >80% to ≤100% HAMFI	1,700	2,715	4,415 (9%)
Household Income >100% HAMFI	11,020	5,015	16,035 (33%)
Total	**19,060**	**29,780**	**48,845 (100%)**

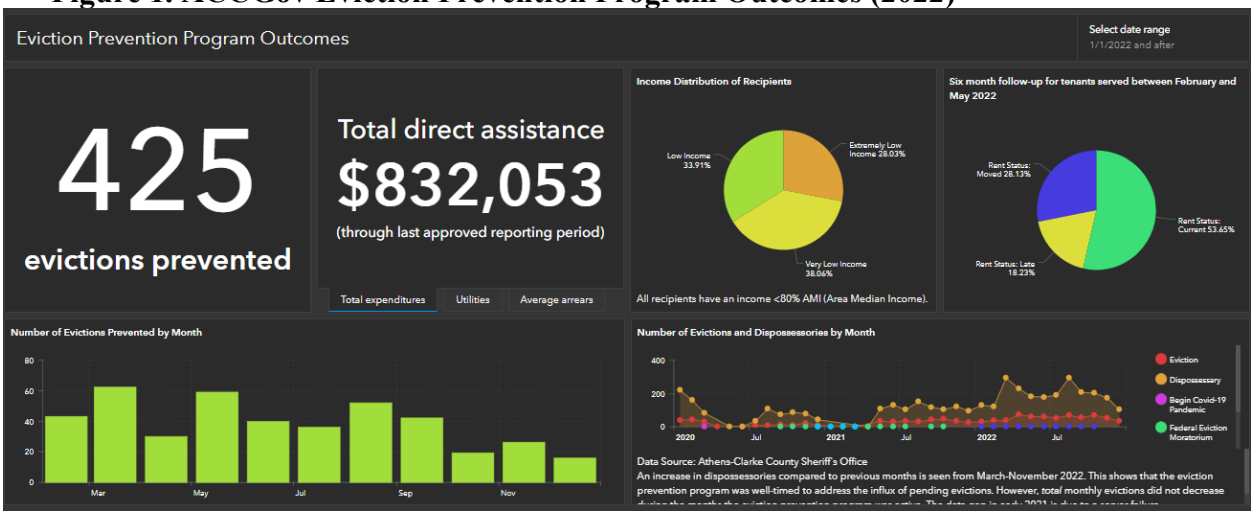
Source: 2015-2019 CHAS

Table 5. Household Income by Housing Cost Burden (Owners and Renters)

	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	9,400	8,140	11,915
Household Income >30% to <=50% HAMFI	5,615	2,110	7,320
Household Income >50% to <=80% HAMFI	3,390	440	9,155
Household Income >80% to <=100% HAMFI	545	125	4,415
Household Income >100% HAMFI	520	85	16,035
Total	**19,470**	**10,905**	**48,845**

Source: 2015-2019 CHAS

Figure 1. ACCGov Eviction Prevention Program Outcomes (2022)



People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

Data from local housing and supportive programs designed for members of this qualifying population indicate that domestic violence, dating violence and sexual assault are prevalent issues in our community. For example, Project Safe offered temporary shelter to 131 clients in 2021 (2021 Annual Report) and Divas Who Win assisted 58+ domestic abuse survivors in 2021 and 106 in 2022. The Western Circuit District Attorney's Office Data Dashboard indicated that 19 family violence cases were filed in ACC in 2021 (vs. 93 in 2019 and 78 in 2020).

The Cottage served 339 survivors of sexual assault residing in Athens-Clarke County, while Divas Who Win also served 86 survivors of sexual violence in 2022. FBI Crime Data Explorer NIBRS table indicated a total of 168 sex offenses reported within ACC in 2021.

The Cottage reported serving 7 trafficking survivors in 2021, while Divas Who Win assisted 2 survivors of sex trafficking in obtaining permanent housing in 2021 and provided supportive services to 11 others in 2022. Only 2 cases of "Trafficking – Commercial Sex Acts" were recorded in Athens-Clarke County in 2022 (vs. 1 in 2021), according to the ACCPD Crime Map and the FBI Crime Data Explorer NIBRS table.

Furthermore, the 2022 Point-in-Time Count indicated that at least 37 individuals (13% of the surveyed population) in Athens-Clarke County were experiencing homelessness due to domestic violence, dating violence, sexual assault, or stalking. Fifteen of them were unsheltered at the time of the survey. The percent of PIT count respondents who are survivors of domestic violence has fluctuated widely in the past several years, from a low of 5% in 2020 to a high of 39% in 2017. Additional data on this qualifying population is included in Appendix F.

Other populations

For the purpose of HOME-ARP, this qualifying population includes individuals and families that (1) have previously experienced homelessness, are currently housed through temporary or emergency assistance, or need additional supporting services to avoid return to homelessness, (2) are experiencing severe housing cost burden, or (3) have an annual income between 30-50% HAMFI (very low income) and meet other conditions that indicate housing instability (e.g., moves frequently for economic reasons, lives in severely overcrowded housing, has received an eviction notice, etc.).

Per Table 4 above, CHAS 2015-2019 data indicates that there are 19,235 households in Athens-Clarke County earning less than or equal to 50% of the HAMFI. The vast majority (78%) of these households spend more than 30% of their monthly income on housing costs, with 53% of them spending more than 50% on these costs. The number of households experiencing housing cost burden represents ~31% of all households in the county.

Similar to the "At Risk" qualifying population, they are more likely to participate in eviction prevention programs (66% of participants in ACCGov's ARPA-funded Eviction Prevention Program were extremely or very low income) and live in the home of someone else or in overcrowded conditions because of economic hardships (CHAS 2015-2019). Additional data in this qualifying population is included in Appendix F.

Description of Unmet Housing and Service Needs for Qualifying Populations

Homeless as defined in 24 CFR 91.5

Sheltered and unsheltered homeless populations need access to beds and units, with an emphasis on individuals or adult-only households. The 2022 PIT noted 68% of the 283 individuals experiencing homelessness were in an adult-only household, and preliminary data from the 2023 PIT reinforce this finding. This does not diminish the need for units for families with children, as we anticipate seeing an increase in families experiencing homelessness when the 2023 PIT count is completed. Meetings with stakeholder and focus groups echoed the need for affordable units for both individuals and families. Provider-owned transitional and permanent supportive housing for individuals was particularly identified in stakeholder meetings. The need for supportive services for homeless populations is also evident through the stakeholder and community surveys received. The primary service need identified from both stakeholders and community surveys was housing search assistance, which further highlights the lack of affordable units in ACC. Many other housing services were also noted as unmet needs including, but not limited to, case management, financial assistance (housing), food assistance, mental health services and employment training.

At Risk of Homelessness as defined in 24 CFR 91.5

The unmet needs for the populations at risk of homelessness include resources for rental and utility assistance and development of affordable rental housing units. Inadequate supply of affordable rental housing inventory was a constant theme among survey responses and stakeholder consultations. There are 11,915 extremely low-income households (<=30% AMI) in ACC, of which 86% are renters and 14% are homeowners. Additionally, instances of households containing multiple families, overcrowding, and students living doubled up with another household contribute to the populations at risk of homelessness in ACC. Lack of educational attainment is noted with 1,897 owner-occupied households and 2,015 renter households have a householder who did not graduate High School. An increased stock of available and affordable rental housing units would alleviate this unmet need. Other resources such as supportive services for housing search counseling, childcare, transportation assistance, and workforce development training or employment opportunities that would increase household income were highlighted in group meetings to address the unmet housing needs of the qualifying population.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Lack of affordable rental units, non-congregate shelter and transitional housing were cited by the stakeholder group as a high need for serving persons escaping domestic violence, dating violence, stalking, sexual assault, or human trafficking. ACC has limited housing units and services available for this often-underreported qualifying population. Existing traditional homeless shelters available cannot adequately meet the complex needs of victims. Safety, confidentiality and specialized supportive programs are required to properly serve this clientele. Similar housing services identified by other qualifying populations are needed in addition to building capacity in staffing and programs specialized in serving domestic violence, dating violence, sexual assault, stalking, or human trafficking survivors.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

The unmet needs for the populations needing assistance to prevent homelessness or at risk of greater housing instability are the same as those mentioned previously, including supportive services and development of affordable rental housing units. The primary housing issue affecting most renter and homeowner households on the edge of homelessness in ACC is that they are housing cost burdened. Elderly households have at a greater risk of experiencing cost burden. Financial support to obtain and maintain housing is required for this population. Additionally, an increased stock of available and affordable housing units would alleviate this unmet need. Other resources such as supportive services including but not limited to childcare, housing counseling, and workforce development training or employment opportunities that would increase household income could also assist in addressing the unmet housing needs of the qualifying population.

Other Populations that qualify include those at risk of housing instability or in unstable housing situations include the elderly, persons with disabilities, persons reporting substance abuse, and victims of domestic violence. Limited income and high service needs to support independence are factors that contribute to housing instability. Additionally, persons exiting institutions such as incarceration, foster care, in-patient medical/hospital stays often end up homeless. Limited services to connect these individuals to housing combined with the lack of affordable units further underscores the needs for additional housing services and affordable rental and supportive housing units in ACC.

Description of gaps within the current shelter and housing inventory as well as the service delivery system:

The 2022 Continuum of Care Point in Time (PIT) and Housing Inventory Counts (HIC) show there is a need to continue to invest in shelter and housing for the homeless population. The 2022 PIT showed 73 unsheltered homeless adults without children and 119 adults without children in emergency or transitional shelter. Comparatively there were 0 unsheltered homeless families identified in the 2022 PIT but 27 homeless families (90 persons) in emergency or transitional shelter.

The Homeless Needs Inventory Gap Analysis shows a surplus of 24 Family beds in emergency shelter and transitional housing compared to homeless population of Family households with at least 1 child. The analysis indicates that a gap exists for adult households without children of 57 beds. One contributing factor to this shortage of beds is the loss of 36 beds dues to needed facility repairs. According to this data, shelter bed inventory is not sufficient to meet the need in ACC, however, shelter bed capacity is not the only factor that impacts homelessness. In the 2022 PIT count ACCGov gathered supplemental data to augment the HUD requirements. The unsheltered persons interviewed cited the following barriers to obtaining shelter: No beds available, unable to stay with pet, banned from shelter, unable to secure their belongings, no phone/call in method. The focus group comprised of Domestic Violence and Victim Service providers also indicated a need for non-congregate shelter and stronger protective rights as traditional shelters are not ideal for that special population.

There is a demonstrated housing inventory gap of rental units available to extremely and very low income populations, as shown in the table below. 81.1% of extremely low income residents are spending more than 30% of their income on rent, with 70.1% of extremely low income households experiencing severe cost burden (spending >50% of income on rent). Among very low income residents 51.1% are spending more than 30% of their income on rent, and 28.3% are severely cost burdened. Table 8 was created using CHAS 2015-2019 data, and Athens-Clarke County has seen an increase in housing costs across the board in the past three years, with extreme rent increases seen in some previously affordable units.

Table 6. Homeless Needs Inventory and Gap Analysis

	Current Inventory			**Homeless Population**				**Gap Analysis**	
	Family # of Beds	Adults Only # of Beds	Vets (subset of adults only population) # of Beds	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family # of Beds	Adults Only # of Beds
Emergency Shelter (2022 HIC)**	84	79	-						
Transitional Housing (2022 HIC)	30	56	-						
Permanent Housing* (2022 HIC)	174	184	110						
Sheltered Homeless (2022 PIT)				90	119	7	22		
Unsheltered Homeless (2022 PIT)				0	73	10	15		
Current Gap								0	57

*Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation. Notes: Permanent Housing here includes PSH, VA-VASH, and rapid rehousing. **36 beds were subtracted from the 2022 HIC count due to the current closure of the Salvation Army men's shelter*

Table 7. Housing Needs Inventory and Gap Analysis of At-Risk and Other Populations

	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	30,697*		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	2,995+	**10,245+**	
Rental Units Affordable to HH at 50% AMI (Other Populations)		**5,455+**	
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		7,320+	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		1,710+	
Current Gaps			11,065+

*Data Sources: +Comprehensive Housing Affordability Strategy (CHAS) 2015-2019; *American Community Survey (2017-2021)*

Table 8. Rental Unit Affordability in ACC

	Occupant Income Category				
Rental Unit Affordability	**0-30% HAMFI**	**30-50% HAMFI**	**50-80% HAMFI**	**80-100% HAMFI**	**>100% HAMFI**
Rental Units Affordable and Available at Less Than 30% HAMFI	1,940	375	525	60	160
Rental Units Affordable and Available at 30-50% HAMFI	3,585	2,290	2,310	660	805
Rental Units Affordable and Available at 50-80% HAMFI	3,785	2,545	3,085	1,725	3,135
Rental Units Affordable and Available at 80-100% HAMFI	935	245	435	270	915

Data Sources: CHAS 2015-2019

Athens Housing Authority provided current waitlist data, demonstrating the need for increased public housing capacity. As of January 1, 2023 3294 extremely low income and 220 very low income households were on the Athens Housing Authority waitlist. Households have spent an average of 670 days on the waitlist, with 1 and 2 person households experiencing the longest wait times, at 689 and 708 days respectively. 1 person households account for 48.9% of the current waitlist, while 2 person households account for an additional 27.3%. Racial demographics of households on the waitlist include 72.6% Black households, 19.6% white households, and 5.9% households of multiple races.

Poor housing quality is another burden faced by extremely and very low-income households. Per CHAS 2015-2019 data, 55 extremely low income renter households and 90 very low income renter households live in a house lacking complete plumbing or kitchen facilities. Minor housing quality issues are more common, with 13% of respondents reporting pests, 8% reporting mold, and 9% reporting cracks or holes in the most recent Athens Wellbeing Project survey. Feedback received during stakeholder sessions and focus groups indicates that there is both a gap in tenant knowledge of how to address housing quality concerns, as well as a gap in landlord willingness or ability to quickly address problems, especially in lower rent units.

Identify priority needs for qualifying populations*:*

Affordable Rental Housing has been identified by ACCGov through consolidated planning as a priority need for the community at large, the data collection and stakeholder engagement and input for this HOME-ARP Allocation Plan has highlighted that affordable rental housing is a crucial need for those in all qualifying populations. Figures 2 show the priority needs for each qualifying population as obtained in survey results.

A common theme throughout all discussions with focus groups, stakeholders and individual interviews the need to increase capacity to bolster existing supportive services for the qualifying populations was ever present. Strengthening and improving the system to connect those experiencing homelessness and those at risk of homelessness to housing and providing wrap-around services to ensure successful housing is a priority for our community.

Figure 2. Activity prioritization by service providers and qualifying populations



Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan:

Various sources and methods of data collection were utilized by ACCGov staff to obtain accurate and timely information, including:

- Point-In-Time (PIT) January 2022
- Housing Inventory County (HIC) January, 2022
- Comprehensive Housing Affordability Strategy (CHAS) data
- American Community Survey (ACS) data
- ACCGov Consolidated Plan
- Service provider survey
- Service provider consultation
- Community survey
- Interviews with members of qualifying populations

Quantitative data analysis and qualitative stakeholder input were instrumental in determining the needs and gaps of ACC's shelter and housing inventory as well as service delivery systems.

HOME-ARP Activities

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

Applications for activities not directly administered by ACCGov will be solicited from developers, service providers, subrecipients and/or contractors through requests for proposals following ACCGov procurement policies and regulations as specified for Federal programs.

Describe whether the PJ will administer eligible activities directly:

ACCGov may administer eligible activities directly, if needed.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

A subrecipient or contractor is not responsible for the administration of the County's entire HOME-ARP grant.

In accordance with Section V.C.2. of the Notice (page 4), PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits (Table 9).

Table 9. Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ 625,000		
Acquisition and Development of Non-Congregate Shelters	$ 0		
Tenant Based Rental Assistance (TBRA)	$ 0		
Development of Affordable Rental Housing	$ 1,300,000		
Non-Profit Operating	$ 125,315	5%	5%
Non-Profit Capacity Building	$ 125,315	5%	5%
Administration and Planning	$ 330,679	13 %	15%
Total HOME ARP Allocation	$ 2,506,309		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

Table 9 shows the HOME-ARP budget and the amount of funding allocated for each eligible HOME-ARP activity type. The County will allocate over half (52%) of its allocation to the development of affordable rental housing. The remaining funds will go toward HOME-ARP Supportive Services, Non-Profit Operating, Non-Profit Capacity Building and Administration and Planning.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

HOME-ARP funds must be used to primarily benefit the qualifying populations through the four eligible activities: tenant based rental assistance (TBRA), development and support of affordable housing, provision of supportive services, and acquisition and development of non-congregate shelter (NCS) units. The characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis demonstrated the greatest needs in the county are the development of affordable rental housing units, and supportive wrap-around services for qualifying populations.

The prioritization of the development of affordable rental units is evidenced by the significant percentage (34%) of renter households in the county that have a household income of ≤ 30% HAMFI. More than 70% of these renter households are severely cost burdened by paying more than half of their income towards housing costs. The housing needs and gap analysis table shows a gap of 11,065 households with no affordable rental units. The need for supportive services to the qualifying populations has been documented through stakeholder and community engagement activities. More than 45 agencies and service providers as well as 211 individuals representing the qualifying populations were consulted during this process and supportive services to support the qualifying populations was identified as a priority need in Athens.

TBRA and development of NCS, two of the eligible housing activities under HOME-ARP, are not being funded through this HOME-ARP Allocation Plan. Although TBRA was ranked among the priority needs in survey responses, the lack of capacity with our current providers coupled with the significant gap in available affordable rental units does not support the allocation of any HOME-ARP funds to this activity type. While shelter bed analysis demonstrates a need for additional beds for adult only households, stakeholder and community input prioritized increasing the affordable rental stock. ACCGov is currently developing a Strategic Plan to Prevent and Reduce Homelessness that will help inform project selections under ARPA funding as well as future funding opportunities such as CDBG and HOME. Activities not included in this allocation plan may be addressed through these future opportunities.

The use of HOME-ARP funds for the development of affordable rental housing and supportive services will help address the gap of affordable rental units needed to serve the Qualifying Populations.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

ACCGov estimates it will produce or support the development of 5-10 affordable rental housing units for qualifying populations. This equates to a per-unit subsidy range of $130,000 to $260,000. The maximum per-unit subsidy established in NAHA does not apply to HOME-ARP units. No less than 70% of the affordable rental housing units acquired, rehabilitated or constructed with HOME-ARP funds must be occupied by households in the qualifying populations. As mentioned previously in this plan, ACCGov is currently developing a Strategic Plan to Reduce and Prevent Homelessness and a separate Affordable Housing Investment Strategic Plan. The desired result of these overarching plans to address affordable housing deficiencies is to critically consider all available and future funding sources as well as policy to improve the affordable housing inventory in Athens. Future funding opportunities to leverage the HOME-ARP allocation may help us in increasing the total number of affordable rental units in the county.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

ACCGov will provide HOME-ARP funding to address the lack of affordable rental housing and service needs and achieve the goal of production and preservation of affordable housing and supportive services. ACCGov will address the priority need by funding the development of new rental units to benefit qualifying populations, including very low income households at or below 30% AMI and households at risk of homelessness with incomes of 30-50% AMI. Development activities may include acquisition, new construction or rehabilitation. Through creation of affordable rental units and increasing supportive services, HOME-ARP funding will contribute to the overarching goal of reducing homelessness and housing instability for the most vulnerable populations.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

ACCGov does not intend to give preference to one or more qualifying populations or subpopulations for specific activities under the HOME-ARP Plan.

ACCGov will invite all relevant agencies serving all HOME-ARP qualified populations to submit proposals for funding to carry out the eligible activities identified on Table 9. ACCGov will work with subrecipients to ensure that all qualified populations have access to every activity funded by HOME-ARP.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

No specific preferences identified.

Referral Methods

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program:

A list of projects and activities funded through the HOME-ARP program will be made available through communication to the Athens Homeless Coalition and local listservs to ensure providers serving qualifying populations are aware of the new resources. HOME-ARP funded projects and activities will serve applicants of their programs on a first come-first eligible-first served basis.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered:

ACCGov does not intend to use the coordinated entry (CE) process for referrals.

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE:

ACCGov does not intend to use the coordinated entry (CE) process for referrals.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any:

ACCGov does not intend to use the coordinated entry (CE) or other process for referrals.

Limitations in a HOME-ARP rental housing or NCS project

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

ACCGov does not intend to limit eligibility for HOME-ARP Rental Housing.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

ACCGov does not intend to limit eligibility for HOME-ARP Rental Housing.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

ACCGov does not intend to limit eligibility for HOME-ARP Rental Housing.

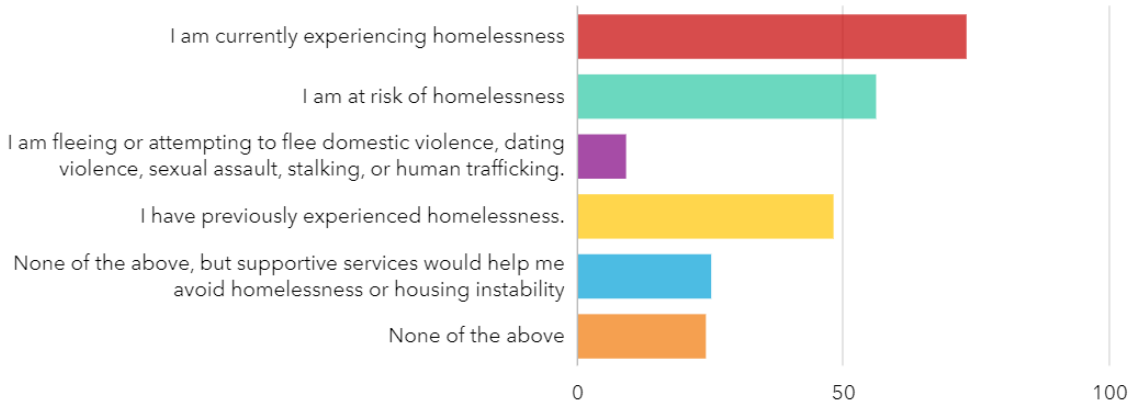
HOME-ARP Refinancing Guidelines

ACCGov does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing being rehabilitated with HOME-ARP funds.

Appendix A: Community Survey Responses

1. With which of the HOME-ARP qualifying populations do you identify?

Column Bar



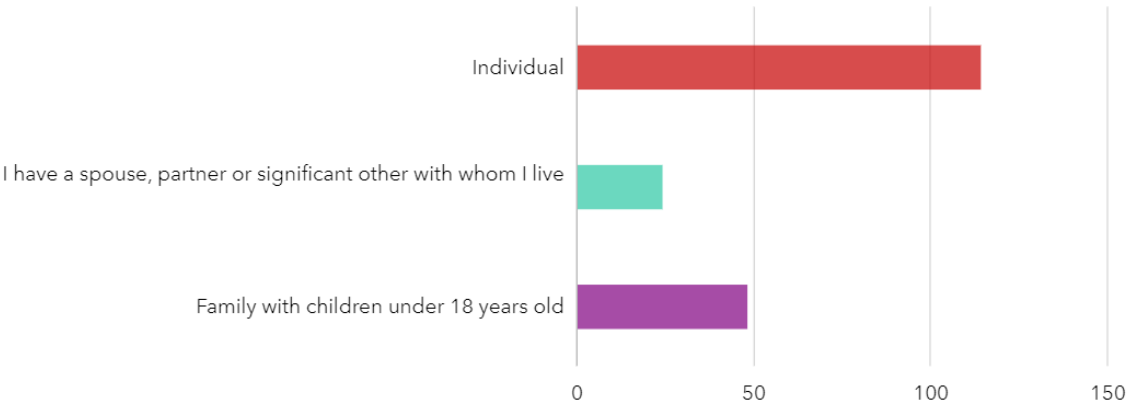
Show table

Empty categories Sort

Answered: 186 Skipped: 5

2. What is your family status?

Column Bar Pie Map



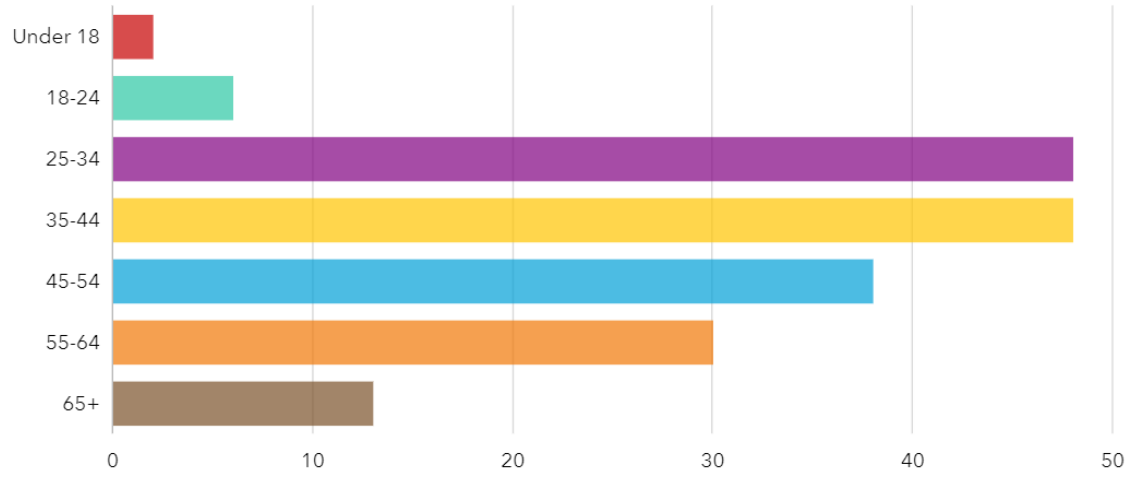
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Empty categories Sort

Answered: 186 Skipped: 5

3. What's your age range?

Column Bar Pie Map



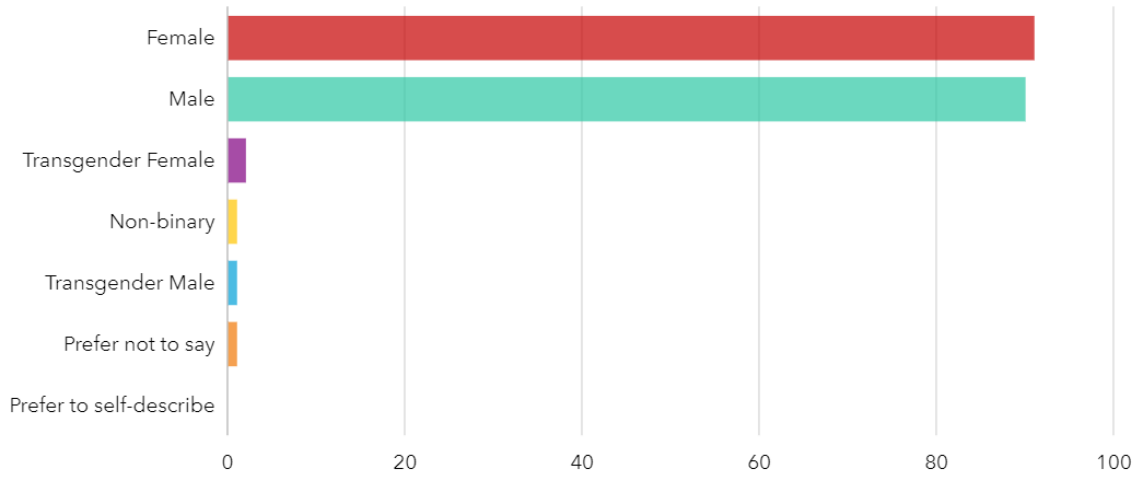
Show table

Empty categories Sort

Answered: 185 Skipped: 6

4. Which best describes your gender identity?

Column Bar Pie Map

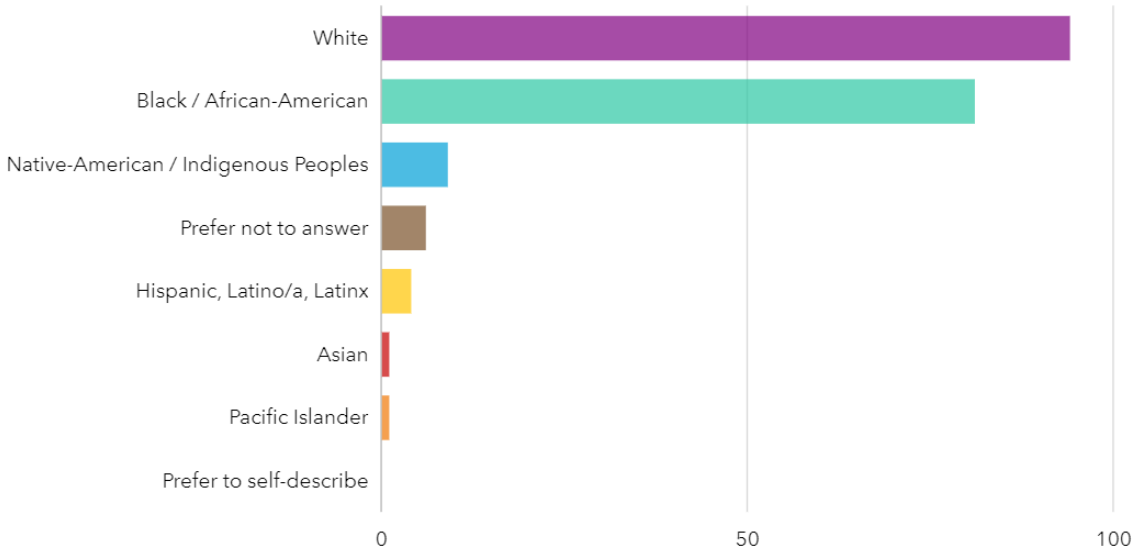


Show table

Empty categories Sort

Answered: 186 Skipped: 5

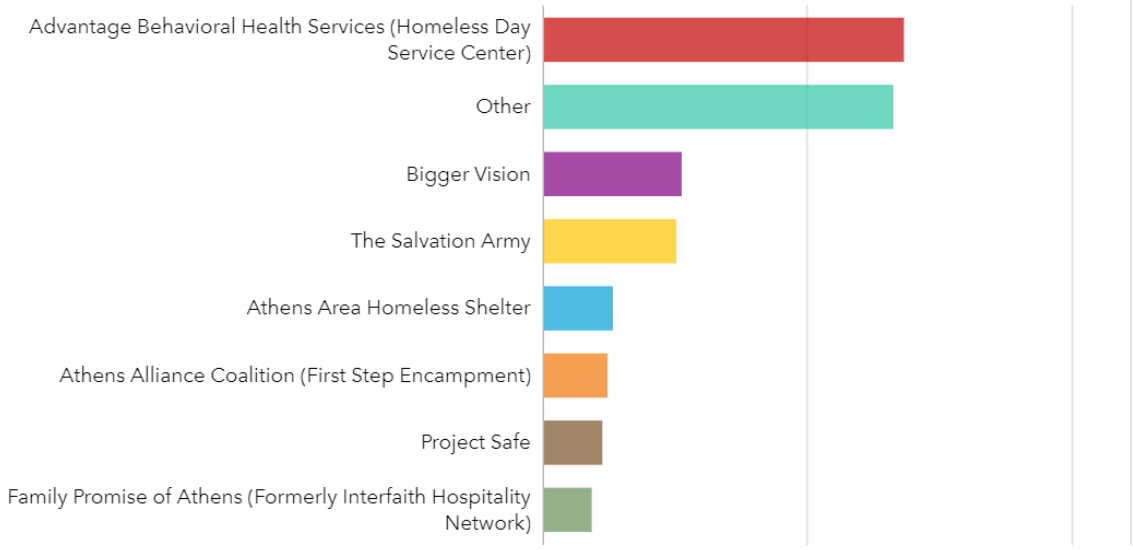
5. What's your race and/or ethnicity? Column Bar

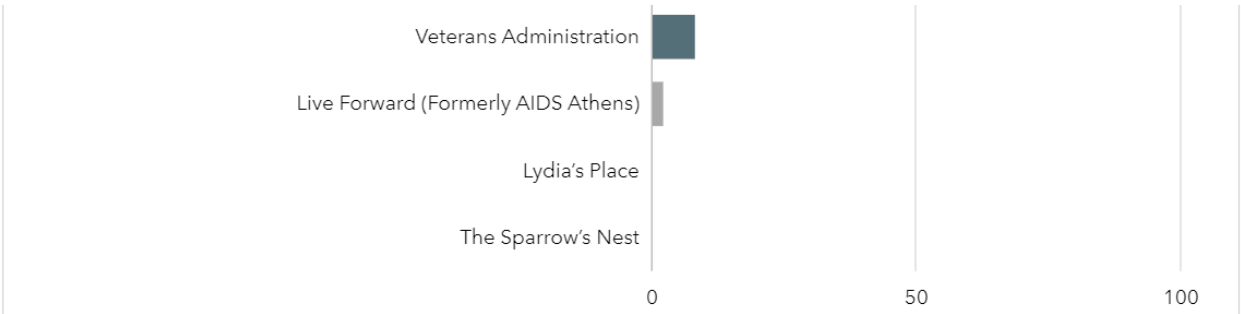


Show table ☑ Empty categories ↑↓ Sort

Answered: 185 Skipped: 6

6. What organizations or programs are you currently engaged with, or have engaged with in the past? Column Bar





Hide table

Other response | Empty categories | Sort

Response	Count
ARC	10
None	3
Acceptance Recovery Center	3
ARC, FDC	2
Action	2
United Way	1
The ark, emergency clinic	1
Staying in a friend's building	1
Ssi, food stamps	1
Spring hope church, first baptist church, united methodist church	1
Social service	1

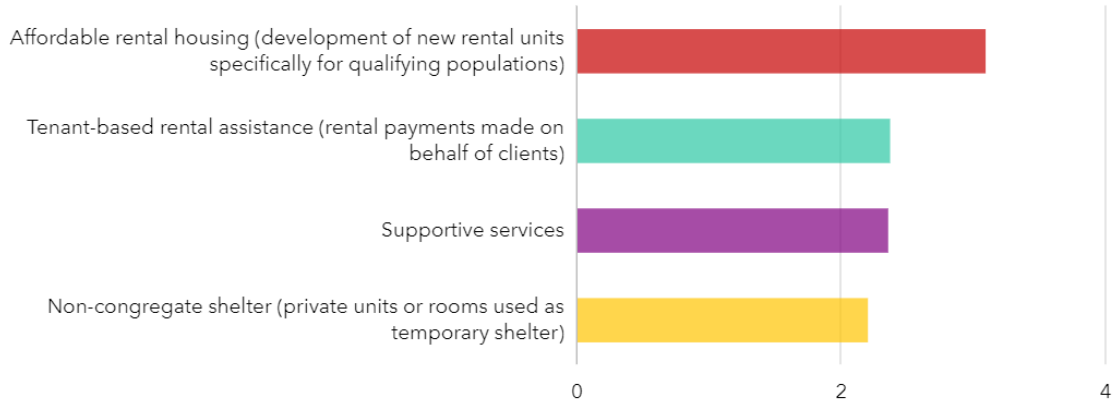
Serendipity Recovery Anything's Possible	1
River Edge	1
Rental Assistance Community Affairs	1
Put out abhs housing illegally and caused me medical health problems and troubles to be requesting and asking monetary damages now and I haven't been paid yet.	1
Partnership of Community services	1
N/A	1
Mitchell bridge abhs	1
Mercy clinic, freedom center (Diva's), AA -biscayne, no longer there	1
HUD/VASH thru Veterans	1
Hope springs outreach center	1
Georgia Athens regional	1
Gateway	1
GA DEPT COMM AFFAIRS RENT ASSISTANCE PROGRAM..FOODSTAMP MEDICAID...DIDABILTY APPLICATION PENDING WITH SSA WINDER GA	1
Food stamps	1
First Baptist church, united Methodist church	1
Energy. Assistant	1
Department of Public Health	1
DEACS, Potter House, ARC, FDC, FTC	1
Daily bread	1
Clay health clinician 1270 Prince Avenue	1

Churches and others	1
Athens Recovery Center	1
Athens Community Council on Aging	1
Athens Clinic	1
Athens Baptist church meals and hope springs ministries	1
ARC Dawson County Drug Court	1
American Red Cross	1
Advantage mental health services	1
Acceptance Recovery	1
Section. 8 Housing low income medical insurance	1

Answered: 161 Skipped: 30

7. In your opinion, which of the following is most needed in Athens?

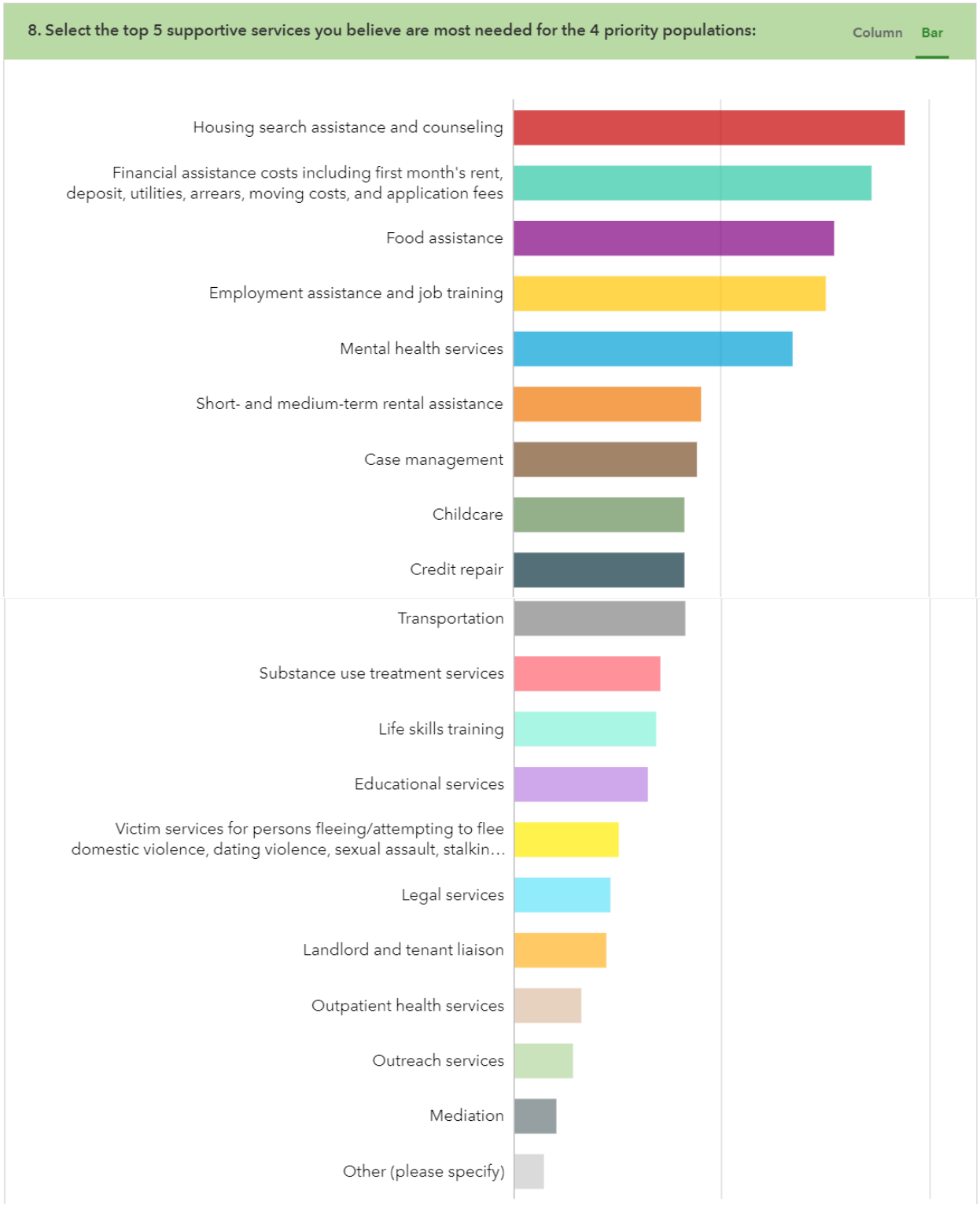
Column Bar



Show table

Show/hide choices Sort

Answered: 137 Skipped: 54


8. Select the top 5 supportive services you believe are most needed for the 4 priority populations:
Column
Bar
Housing search assistance and counseling
Financial assistance costs including first month's rent, deposit, utilities, arrears, moving costs, and application fees
Food assistance
Employment assistance and job training
Mental health services
Short- and medium-term rental assistance
Case management
Childcare
Credit repair
Transportation
Substance use treatment services
Life skills training
Educational services
Victim services for persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalkin…
Legal services
Landlord and tenant liaison
Outpatient health services
Outreach services
Mediation
Other (please specify)

Hide table Other response Empty categories Sort

Response	Count
Weather assistance	1
Sopport groups, (anger management) , glasses	1
Solve the problem not medicate the problem	1
quality affordable housing	1
NOTE FROM ADMIN - Also selected: Outpatient Health Services; Financial assistance costs including first month's rent, etc AND Short- and medium-term rental assistance	1
Independent living housing for individuals dealing with mental disabilities.	1

Answered: 182 Skipped: 9

9. What could local agencies do to make these services more accessible to people who need them? Word cloud

Response	Count
N/A	8
Advertising	4
Advertise	3
Work more closely with Athen's churches, temples, & mosques, that currently provide shelter, food and safe places. Also, engage UGA...they don't pay taxes leaving us to bear the costs. UGA could provide transportation (they have so many busses), medical/health services, job training, etc.	1
Website resources list	1
Use all available local media to inform prospective clients of available resources as well as how to access the services, including transportation	1
Transportation	1
Too many people not enough services	1
They help some people and some people it doesn't help some.	1

They already doing good.	1
The issue is not the services provided but the larger economical aspect that the County continues to approve student housing for UGA off campus thus removing space and affordable options for lower income people in prime areas surrounding downtown. The County needs to put their foot down or impose an agreement for every unit of student housing approved UGA shall fund a unit at another site for affordable housing in the county. UGA encompasses over 750 acres but for some reason they can't find room to build more efficient housing for their ever increasing population on that land? Most Students have a minimal impact on the economy since they really do not spend much.	1
Talk to them to see what that individual needs most	1
Talk to the person before having them fill out paperwork (get the basics, get me in)	1
Survey through other Agencies like Red Cross, St Vincent DePaul, Salvation Army, School Social Worker etc.	1
Stop turning away people, make qualifications less strict	1
Stop lieing to the public and not familiar with the system you working with, have pleasant personality with the people make sure that they understand the program.	1
Stay open 24/7 Open to the public	1
Start more programs that help the homeless	1
Staff being more involved.	1
Spending more time asking what's needed, census	1
Speak more about them. Put effort into them.	1
Resources list	1
Recovery programs	1
Reach out to the community	1
Reach out to people who really need the service	1
Reach out through schools and mail	1
Reach out on Facebook, Newspapers adds,. Text messages through phone.	1

Answered: 143 Skipped: 48

10. What other ideas do you have to help reduce & prevent homelessness in Athens? Word cloud

Response	Count
N/A	9
None	3
NA	3
More homeless shelters	2
Would like non-congregate shelter at Howard Johnson	1
Work-ready program	1
Using funds- not all has been used	1
Transitional services	1
To help everyone that is homeless and use money properly.	1
Support from the property owners	1
Stop rent from rising and minimum wage is not efficient	1
Stop approving student housing outside the campus. UGA should only admit what they can house.	1
Stop all the price gouging from landlords it's not just them it's everywhere you go people are gouging prices $6 per gallon of milk unheard of but that's supposed to be okay I think we need to do something about all the price gouging if some of that would stop maybe some of us lower class citizens would be able to survive more on our own than with the help of the local agencies such as welfare food stamps take a few minutes and look at price go uging s a good place to start thank you	1
Stimulus payment type options; a weekly stipend, a service provided through businesses, grocery stores, and ban ks.	1
Start in early education	1
Stabilize infrastructure for outreach services	1
Some laws are bogus - people lose kids or housing	1
Revisit residential planning regulations, stop giving amazing deals to developers without requiring a percentage of affordable housing units, limit and tax AirBnB type properties, raise UGA entry level staff salaries, reinstate the means testing for the HOPE scholarship.	1

Rental help	1
Rental cost and deposit- affordable entry and rent control.	1
Rental assistance and more substance use programs that are long-term and affordable	1
Rent is becoming ridiculously high and jobs aren't paying enough to cover them	1
Rent control and more emergency shelters	1
Rehab/renovate unused building's for the homeless.	1
Reduce the cost of living for rental properties. It's a lot of single families out here in Athens that need this extreme ly. It's becoming more stressful and causing mental breakdowns that we didn't know we had. Everything is going up besides the pay at our jobs.	1
Raise money to open a center for the homeless	1
Provide housing for homeless.	1
Provide help to people at risk, once they become homeless it's important to stay focused and keep working. Peo ple need to have compassion and support each other.	1
Protecting veterans and more affordable housing. Rent control laws.	1
Police should be more helpful	1
People that care	1
Open more shelters for the homeless	1
Ones who is definitely in needs others and myself	1
Offer more job opportunities	1
Offer more help to people who need/want substance abuse help but don't have the money for admission	1
Offer classes to people, give in take on how this can happen, give step to help prevent these problems before th e probi escalate	1
Nothing	1

Needs more low rental apartments	1
More transitional homes	1
More shelters instead of high rent college apt.	1
More shelters	1
more shelter and more services with less barrier.	1
More shelter	1
More services for elderly. More assistance with finding housing	1
More section 8 availability	1
More psychological surveys and family involvement, if possible to get to the root causes. More awareness and lon g term assistance with volunteer life coaches.	1
More preventative class for all	1
More places like Bigger Vision	1
More Outreach community and committees.	1
More options for affordable housing	1
More Homeless shelters, lower rent and rent control	1
More help , jobs, and a lot.	1
More employers who hire felons, esp if felonies dropped off your record after time	1
more emergency shelter, more long term supportive housing for mental health, more financial benefits and finan cial knowledge	1
More education especially religion	1
More education and outreach in the school systems. More education and resources for law enforcement.	1
More and better homeless shelters	1
more access to those resources and more information about homeless. Full picture of what the resources are in A thens. Rent Control. More case management and knowing who to go to to prevent becoming homelessness.	1

Make sure people are getting the help they need	1
Make substance abuse treatment more accessible.	1
Lower Rent prices	1
Live skills training, better education	1
Jobs, easier way to pay rent	1
Job security or transportation	1
Job fair *Note from Katie: I had trouble reading the handwriting and gave my best effort as to what it would say.	1
Job care	1
Increase the minimum wage, don't bring more unaffordable student housing, have a place where people can sig n up for rental assistance BEFORE they get eviction notices, increase property tax for houses being used as airbn bs and vacation homes, tax corporations at higher rates if they aren't bringing high paying jobs to Athenians, crea te a church-nonprofit coalition. Every church should sponsor at least one nonprofit in the area. I have plenty of ide as but prevention is key.	1
I imagine that a lot of homelessness is due to substance abuse and mental issues, so that needs to be paramount in addressing homelessness. We have to figure out ways to help those with substance issues to get the help they need, and of course we need to really address mental issues as well.	1
I don't some people are going to do what they want.	1
Howard Johnson non-congregate shelter	1
Helping the homeless to seek qualifying jobs that will help to be able to afford housing.	1
Helping people before a crisis	1
Help with obtaining and maintaining a job to help meet basic needs	1
Help people find jobs/help with ss, birth certificate	1
Help get them jobs	1
Have the police deal with the trashed area on College Ave where a bunch of homeless people currently need to s top doing drugs and leaving trash all over the place outside their tents.	1
Have housing made For a 2nd chance.	1

Give the services away. Don't be selective.	1
Give money to unhoused people instead of non profits	1
Fundraiser	1
Funding needs to be better used and get another building for the homeless.	1
Free financial-centered cose management *Note from Katie: I'm not sure if "cose" is interpreted as "case" or "cost".	1
Fordable rent	1
Enforce,federal inductions,federal crime charges,and with convictions,to payee representives to miss handle relatives supplement security income(s.s.i. Checks),as well as sen send the social security admin. Representatives to federal prison,for going into a claintants files and they are not on a claimants files,as a payee representatives,authorized,and or nothing else to go into someone else social security admin. Case file,because the social security admin. Representatives are breaking the government privacy act law and they should be accountable for their actions to go into anyones case file illegally.they should pAy damages and go to federal prison too. That does not excuse the actions of no one to work for the government,to do the public/citizens and the taxpayers and families/their Chidren wrong.all is well and so mote it be.AMEN.Geraldine Brewer(Big Mama)	1
Educated on legal vs non legal evictions by law enforcement agencies that's very important. Me personally became homeless by and illegal eviction carried out by a Sheriff's Deputy .	1
Easy job access for those who have certain disabilities or mobility issues.	1
Don't make it a requirement for people to have lived on the streets for a year before being able to qualify as homeless.	1
Do more work to housing and more shelters where longer stay up to a year where you save money and don't get kicked early in the morning.	1
Discourage out of county homeless. Athen's should not be a magnet for others problems.	1
-Develop a program of lawyers who would represent tenants as they go through the legal eviction process. We can prevent homelessness through quality legal representation. -more housing inventory. Even with housing voucher or RRH programs, there's no where to rent. -increase the monthly rent payments for a local RRH program. There hardly any units that fit DCAs FMR requirements. Use local funds to allow homeless agencies to pay above FMR to create more housing options for clients	1
Create more places to live My friend said she didn't realize that Athens so many homeless people	1
counsel and advise all low income head households about bill planning budgeting etc. so the ones that have some money can make better choices to help sustain their households . I didn't ever look at all my bills n money incoming n outgoing per month until I applied for foodstamps at 28yrs. old and I see this as an important life skill that I wish someone taught me about sooner. many adults like me barely had any parents or supervision growing up and the simplest advice most kids n teens get from good parents ...has never been spoken to someone like me. I wish I had a mom to teach me about proper male female relationships dating independence and what red flags to look for in guys. it would have prevented my domestic violence of 18yrs maybe prevented the rape at 13yrs old and much more. I felt so stupid as an adult when I finally realized which bad choices I made that set tone for my hopeless lifestyle..All adults are not truly grown up adults if we weren't given the knowledge to know.	1

Build more shelters and offer more programs and services to help people like me who have low income and are in the process of moving with my boyfriend in Jefferson, GA at the beginning of 2023.	1
Build more places for tents and homes	1
Build affordable housing	1
Build a homeless community(jobs, housing,food,education)	1
Bigger building for them	1
Better high paying jobs	1
Better decision making, educational services, programs to help learn trades	1
Better availability to no cost drug treatment	1
Better allocating the funds United way isn't a fund base non profit we should not be allocating government money	1
Better adult education & mental health/substance abuse support	1
Banks that help save money	1
Background and amount that attendant need to make when everybody know how much you get paid an hour everybody doesn't qualify based on that but yet it's one of the largest criteria good credit and three times the amount of rent that's ridiculous when everybody makes the same	1
Assistance, people that would help find housing	1
affordable or free healthcare and Affordable housing	1
Affordable housing/rooms /efficiency's. Programs for actual help.	1
Affordable housing, more shelters	1
Affordable housing or entry to housing assistance	1
Address zoning constraints that restrict construction of affordable multi housing units accessible to public transportation and education facilities	1
a better support system.	1

Answered: 126 Skipped: 65

11. Are there other comments you would like to share about the needs facing any of the qualifying... Word cloud

No	11
N/A	4
None	2

You know I'm staying in a cold freaking building but I'm better than most some don't have that I would be willing to ask my friend can I give someone more need than I am the building that I'm sleeping in I'm willing to give that up just so some family should stay in out of the rain it's not very warm but it's dry you know I need help but I'm no t going to take the help away from someone who's in more shape than I am that's bad that other people could d o this but won't what's happened to America help your fellow man it's better to give than receive if you need the place that I'm staying in ask me I'll talk to my friend	1
We quite simply need more housing that working class people can afford to live in	1
We need people to be able to get the assistance they all need	1
We need more shelters. Have resources all in one central location. More coordination between shelters to advanc e people through like in Colombus ga. Homeless resource network	1
We need more options than some of the current shelters. *Note from Katie: For question 7, they put a checkmark for all options. *Note from Katie: For question 8, they marked a total of 7 options. The additional items they marke d that are not already listed on this survey are "Short- and medium-term rental assistance", and "Other: Hotel vou chers being provided in case you can't find overnight shelter."	1
We need HELP seriously. My rent has went up $300 in the last past year. I'm a single mom and want my kids to liv e in a good neighborhood to raise them in.	1
We need good people and leaders to take control of this situation please	1
We are affordable living rent	1
Want to be in better place, help finding	1
Trying to find a place, or a job. Mental health services. Autism effects him being able to et	1
Try to employ individuals that don't mind helping others regardless of their race, social status etc. Perhaps they sh ould be surveyed on these same type of issues in a similar way.	1
Too much to text ima a single mom at work my kids are at home due to school break can't afford to be there with them or provide childcare	1
There are a lot of younger homeless now. It's worse than it has been (he's been homeless 13 years, chose the hob o lifestyle) more fentanyl, more sex trafficking and drug reliance. He is doing what he can to help and guide other homeless people	1

Seriously, stop trying to develop financial literacy plans and educational assistance and landlord liaisons that run through non profits and just give the people who need it a basic income.	1
Safety and Security for those who are experiences homelessness. When I am at Bigger Vision I feel safe but when I leave those doors I feel very scared. I wish I felt safe walking down the street.	1
Rent cap *Note from Katie: For question 7, they marked "Affordable rental housing" and left the other options blank.	1
Rapid rehousing Apartments are dangerous. Puts people who have already struggled with substance abuse in proximity with fentanyl dealers and sexual abusers. Especially women need better security. Scared of shelter plus due to roommate requirement	1
Rapid housing program- more commodities for who accepts the vultures and we do not know who can accept. I have have call over 400 places and have not been able to find one place to accept my vultures. More housing opportunities for those who do not have transportation.	1
Prioritize needs of people who are trying and just need a bit of assistance over people who are chronically homeless with severe substance issues who aren't ready to stop using	1
Plans to move to Detroit for cheaper housing once she saves enough	1
Pass out papers to homeless people letting them know about assistance. *Note from Katie: For question 7, they marked an "X" for "Non-congregate shelter" and left the other options blank.	1
Not sure what "qualifying populations" means. Put veterans first, however.	1
Not at this time.	1
Not at this time *Note from Katie: For question 7, they put an "X" for "Affordable rental housing" and left the other options blank. *Note from Katie: For question 8, they selected a total of 6 items on the list. The additional choice they marked that is not already included in this survey is "Financial assistance costs including first month's rent..."	1
No more drugs *Note from Katie: For question 7, they marked "Tenant-based assistance" and left the other options blank.	1
need more clothes and resources to protect people experiencing homelessness. More food	1
Need food to eat, help get people government assistance, 24/7 services, tools to be educated find jobs.	1

Myself and others	1
More section 8 vouchers because I spend almost all of my disability check on rent and light bills and don't have money to go visit my family, get presents for my grandkids, enjoy life better or have good quality of life	1
More housing for HIV & AIDS people like me Tondus Edwards *Note from Katie: For question 7, they put a check mark for "Non-congregate shelter", "Affordable rental housing", and "Supportive services." They left the other option blank. *Note from Katie: For question 8, they marked a total of 11 options. The additional items they marked that are not already listed in this survey are "Outpatient health services", "Outreach services", "Substance use treatment services", "Transportation", "Financial assistance costs including first month's rent...", and "Short-and medium-term rental assistance."	1
More help and understanding for people's things happen sometimes that they can't help...	1
More food pantries	1
More food locations around county	1
Medication requirement and access through IV to prevent drugs from the sold on the streets.	1
Make people work *Note from Katie: For question 7, they put an "X" for "Non-congregate shelter" and left the other options blank.	1
Low income n home less n abuse victims all probably have some commonalities like lack of proper parenting and simply picking up where the teen years left off 13+ hitting on topics listed above could be life changer for so many huge impact on community. you can give a man a fish n he'll eat tonight...teach a man to fish he'll eat for a lifetime	1
Long-term housing	1
Let's try to stop landlord from over chargeing for rent	1
Just update	1
Just glad to be here at the encampment	1

I(Geraldine Brewer–big mama,was operating and running our White House,government,senate,congress,and other things about our government,when formerly President Donld(don) J. trump,was in the White House;Trump had the title as President,but I (Geraldine Brewer–big mama,was running and operating our government,country,and the White House,to have been giving orders to Pres. Donald J. trump. Do your own checking to found this out yourselves.All is well and so mote it be.AMEN. I also changed the state of Georgia Food Stamp Program name and discontinued the Food Stamp Booklets and/also other things in the 1990's and other people took the credit,money,rises,vacation/holiday payments and ect,and I to live in a tent now. where is my moneys,home,and vehicles at now and money in the bank now.All is well and so mote it be.AMEN.	1
i think helping people obtaining or thinking about acquiring a sense of life purpose would help. Philosophical thinking, i believe, can help someone realize that giving and showing Love to Others helps one live happily–a selfishly unselfish way of living. Behaving in a seemingly unselfish way for the purpose of selfishly being happier.	1
I say a prayer for all the homeless myself every night. Wish I could do more.	1
I have checked Sparrow's Nest and Salvation Army as a volunteer for item number 7.	1
I feel that more focus need to be given to individuals struggling with mental disabilities and not having low income housing for those individuals.	1
I come here to help people	1
I applied for rapid rehousing last summer. Never heard back from them even though they said I qualified for the housing & emergency status. It's now end of Dec. I'm still living in my car. Programs need to follow thru.	1
I am thankful for the encampment	1
I am a service provider in Athens. I answered the other form and rarely put substance use treatment as an option due to not wanting to assume those that are unhoused or at risk of being unhoused had a substance use disorder. And there are other things that would include substance use treatment such as case management services. We currently serve 70 individuals and children at Acceptance Recovery Center, nearly all of which were unhoused prior to receiving care from us.And in my experience, most of the unhoused people I have met/ work with have had a substance use disorder and/or other mental health disorders. Just wanted to be able to share that somewhere on this assessment.	1
I am a new amputee. I am one of the "fall through the cracks" type of people. I need a stable home I can call my headquarters and be able to know I have to return to in order to spend more of my time developing skills, finding work, and avoiding homelessness. I also need to accrue enough money so as to allow me to fix my car and become more mobile again. And a big thing is to change my mindset of myself in order to succeed more in life and become a more productive member of society.	1

How can we require landlords to accept subsidized housing? That's a huge issue, the money is there, but greedy landlords and property owners can refuse to rent to these populations. Tax the hell out of them if won't accept vouchers.	1
Help people understand how to live life OFF the street	1
Have hope, have faith, don't put homeless people down	1
Guaranteed government job program, basic income	1
Government makes too much money for the regular people to suffer like we do	1
Give the help that each individual needs and therapy to get off the streets. *Note from Katie: For question 7, they put an "X" for "Affordable rental housing" and left the other options blank.	1
Folks with mental health issues aren't going to stay. Temporary day centers & night shelters are helpful, as well as a focus on supporting our vets, single moms & addicts with counseling services. peace!	1
Families are being ripped apart by the homelessness epidemic in Athens. We have to do something and do it quickly.	1
Energy assistance failed to help me and I was qualified so they said, it was denied because I didn't have a lease after all the paperwork they had me to do my landlord said he couldn't wait any longer,she told me she had put 4000.00 in my account, the judge override the rent that I was paying. Evicted September of last year 21. They fool me no help was there	1
Encourage the people to help because I know everybody can give something back if it's nothing but a little bit of their time	1
Athens needs to allocate more local funding to Shelter Plus Care units for families. The fact that there's only five in the whole county is concerning.	1
Athens has resources, keep getting people to come out and help (talk, support), autism support services	1
Appreciate breakfast at first Baptist, shelter life helps you grow and develop interpersonal skills. Not owed non congregate shelter. Would like to do art	1
Another stimulus check of any $ *Note from Katie: For question 7, they put a checkmark for "Affordable rental housing" and left the other options blank.	1
Action needs to be imminent with appropriate oversight so Athens will be recognized for humanity and concern for all residents	1
I have a 22-year-old son who I am desperately trying to find out information and or help to get him a place to live.	1

Answered: 120 Skipped: 71

Appendix B: Stakeholder Survey Responses

Information about your Organization

1. What organization do you work for (if applicable)? Word cloud

Response	Count
Advantage Behavioral Health	8
Project Safe	7
Advantage Behavioral Health Systems	7
Athens Community Council on Aging	6
Advantage BHS	5
Advantage	3
The Salvation Army Athens	2
The Ark	2
Project Safe, Inc.	2
Northeast Georgia Area Agency on Aging	2
Divas WHo WIn Freedom Center	2
Acceptance Recovery Center	2
ABHS	2
United Way of Northeast Georgia	1
The Salvation Army of Athens, GA	1
The salvation army	1
The Cottage, SAC & CAC	1
The Backpack Project of Athens	1
The Ark UMOC	1
Street Love Ministries, Inc.	1
St. Mary's	1
Sparrow's Nest	1

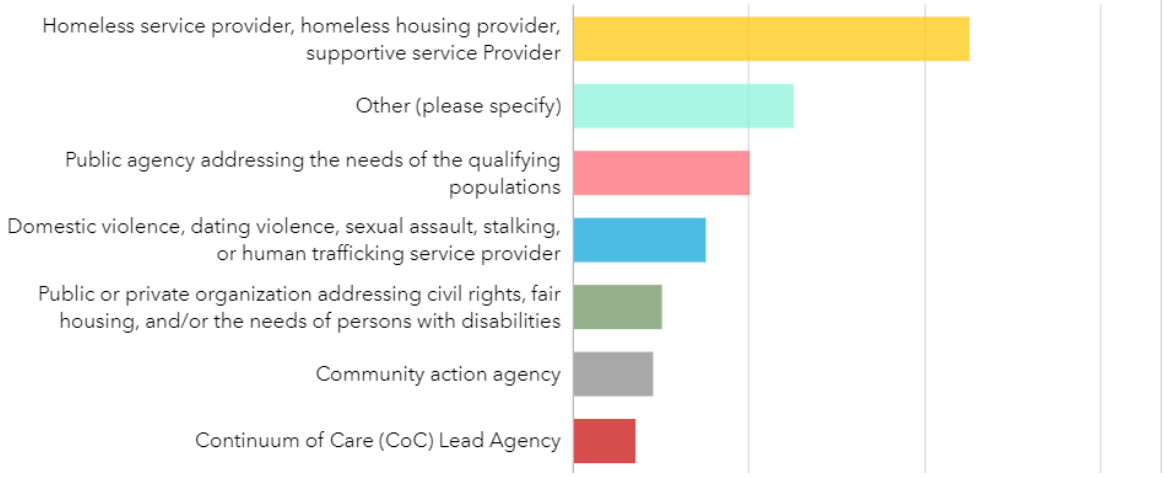
Salvation Army Athens	1
Salvation Army	1
Project Safe Inc.	1
Project Safe Inc	1
Previously Our Daily Bread	1
Positive Impact Health Centers	1
Mental Health	1
Goodwill Of North GA	1
Georgia Options, Inc.	1
FRESH Start THRIVE	1
Family Promise Athens	1
Family Promise	1
Family Connection-Communities in Schools	1
Divas Who Win	1
Department of Public Health	1
Bigger Vision of Athens	1
Athens Land Trust	1
Athens Community Council on Agency - Meals on Wheels	1
Athens Clarke County Police Department	1
Athens Clarke county	1
Athens Area Homeless Shelter	1
Athens Area Habitat for Humanity	1

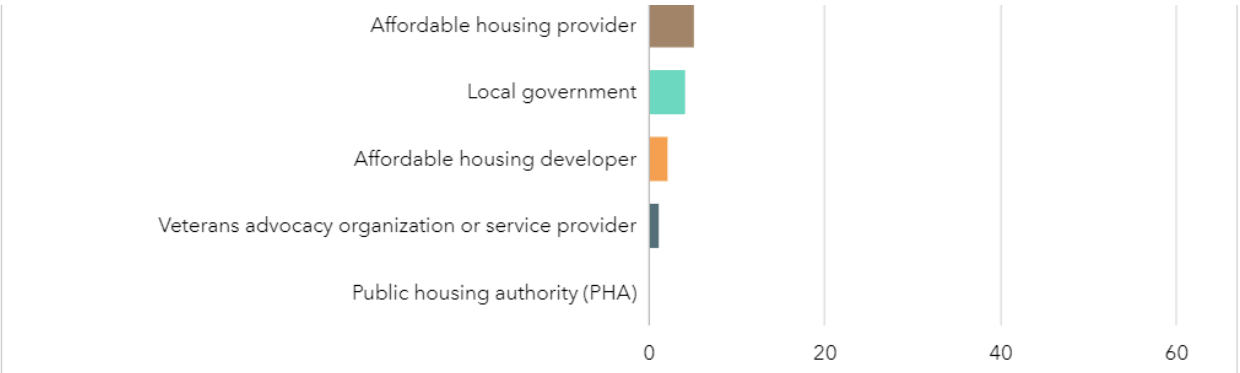
ADVANTAGEBHS	1
Advantage Homeless Day Service Center	1
Advantage BHS (Classic City Recovery)	1
Advantage Behavorial Health Systems	1
Advantage Behavioral Systems	1
Advantage Behavioral Heath Systems	1
Advantage Behavioral Health Systems - Homeless Day Service Center	1
Advantage Behavioral Health System.	1
Advantage Behavioral Health Services	1
Advantage Behavioral Health Systems	1
Advantage Behavior Health Systems	1
Advantage Behav. Health	1
Advantage ACT Team	1
ABHS - THRIVE Homeless Services	1
Advantage Behavioral Health	1

Answered: 96 Skipped: 20

2. What type of organization do you work for?

Column Bar





Hide table

Other response | Empty categories | Sort

Response	Count
CSB	2
Behavioral Health	2
We also addressing substance use using a housing first model.	1
Unsure if we fall into the above categories. Nonprofit serving older adults. Many clients likely at risk of homelessness.	1
Social services (GRA etc) and youth programs	1
Non-Profit that provides a safe space for women navigating through sex work, substance use, and sex trafficking survivors and we do that through peer support advocacy and justice	1
Non-Profit serving qualifying populations	1
Non-profit serving older adults	1
Non profit assisting low income families	1
mental health/addiction	1
Meals on Wheels	1
Hospital	1
Home Delivered Meals for seniors	1

HIV medical care provider, HIV/Hep C testing and prevention, community based Covid vaccination provider	1
Drug and Alcohol Treatment	1
Community Service Board providing Behavioral Health Services	1
Community Service Board	1
Area Agency on Aging	1
AIDS Service Organization	1
Aging services provider	1
Addiction recovery housing provider for the unhoused and/or returning citizens.	1

Answered: 100 Skipped: 16

3. What HOME-ARP qualifying population(s) does your organization primarily serve?

Column Bar

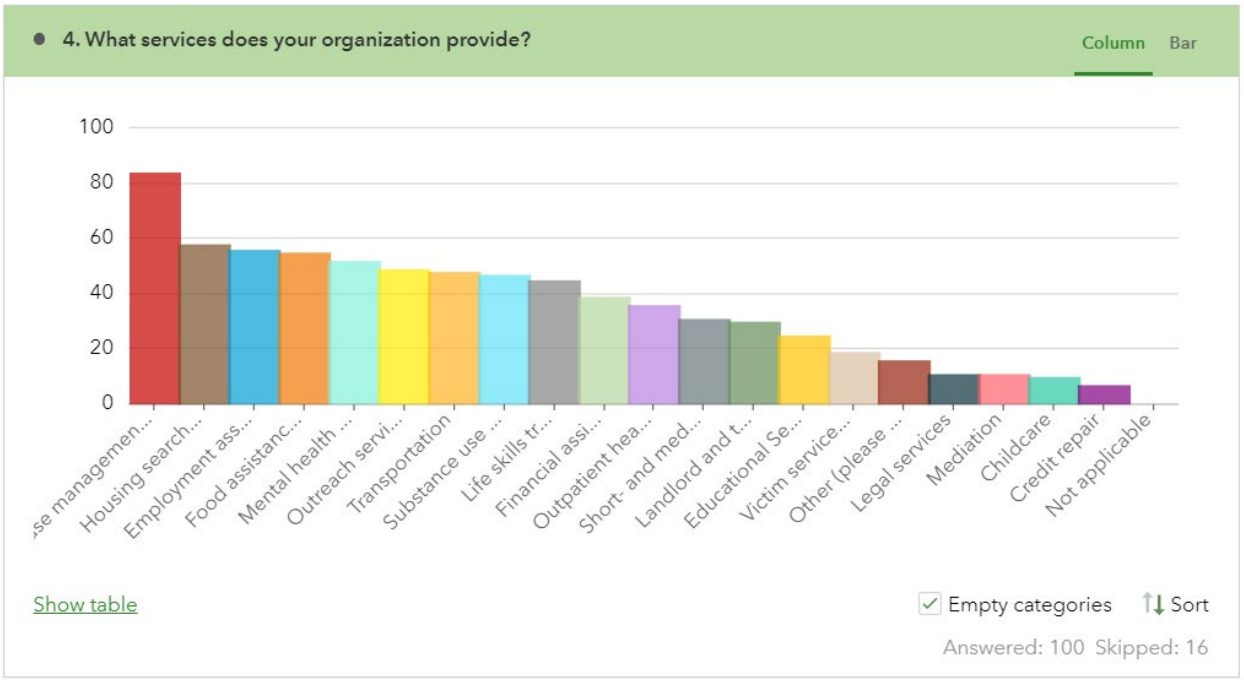


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Other response Empty categories Sort

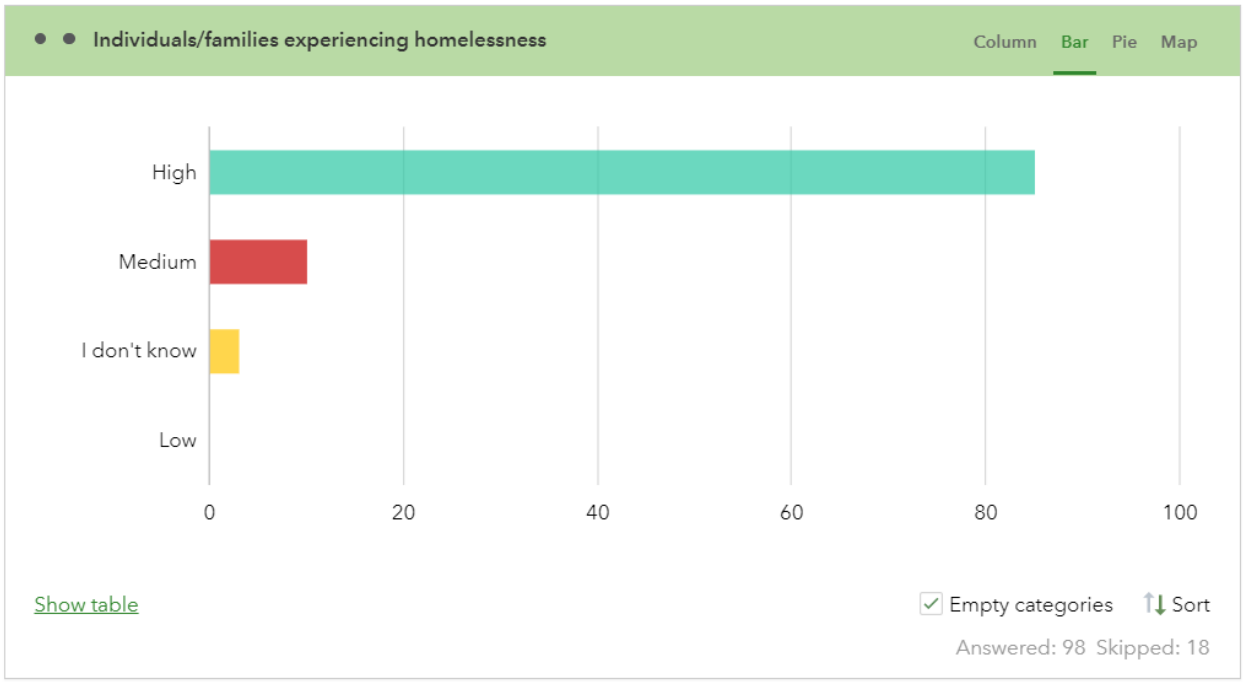
Response	Count
People with Substance Use Disorder	2
Those with a behavioral health disorder (s).	1
Senior adults	1
PLWHA	1
People with substance use disorders (i.e. disabilities), people with PTSD, families, children, pregnant persons, trans populations (only one in the state), and/or persons who have been previously incarcerated	1
Older adults in North Georgia	1
Older adults and individuals with disabilities who struggle to afford housing, or need to find more accessible housing.	1
Older adults -- could theoretically fall into any of these categories on a case-by-case basis. I have mostly interacted with clients facing substantial rental increases while living on a very low fixed income.	1
Older Adults	1
Mental health population	1
Inpatient Treatment	1
Individuals with SPMIs and Individuals with Substance Use Disorders	1
Families with children 0-5 years old.	1
behavioral health, individuals with severe/persistent mental illness	1
50% - 80% of AMI	1

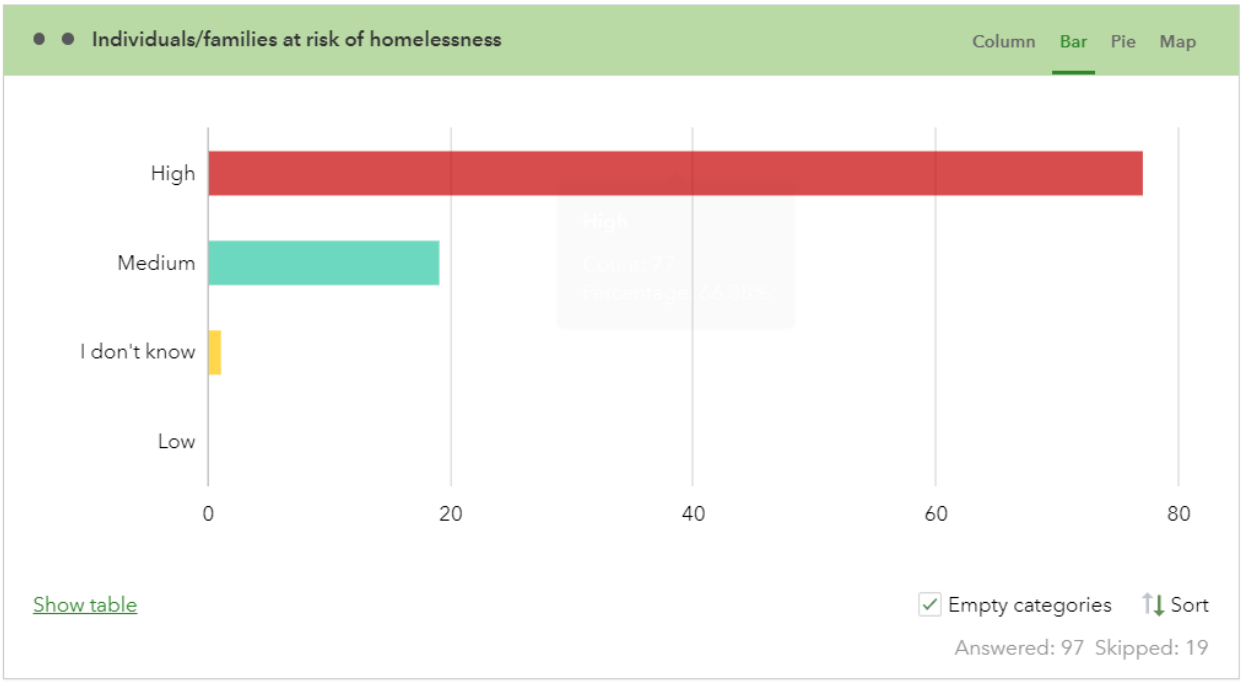
Answered: 99 Skipped: 17

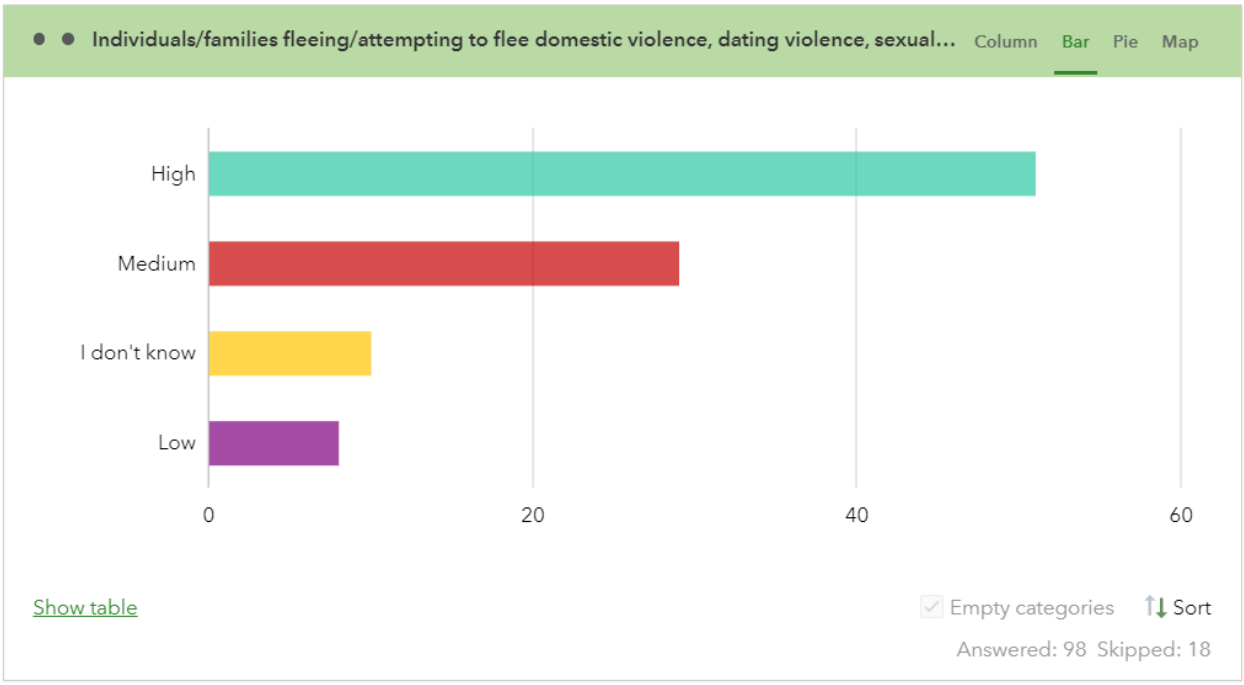


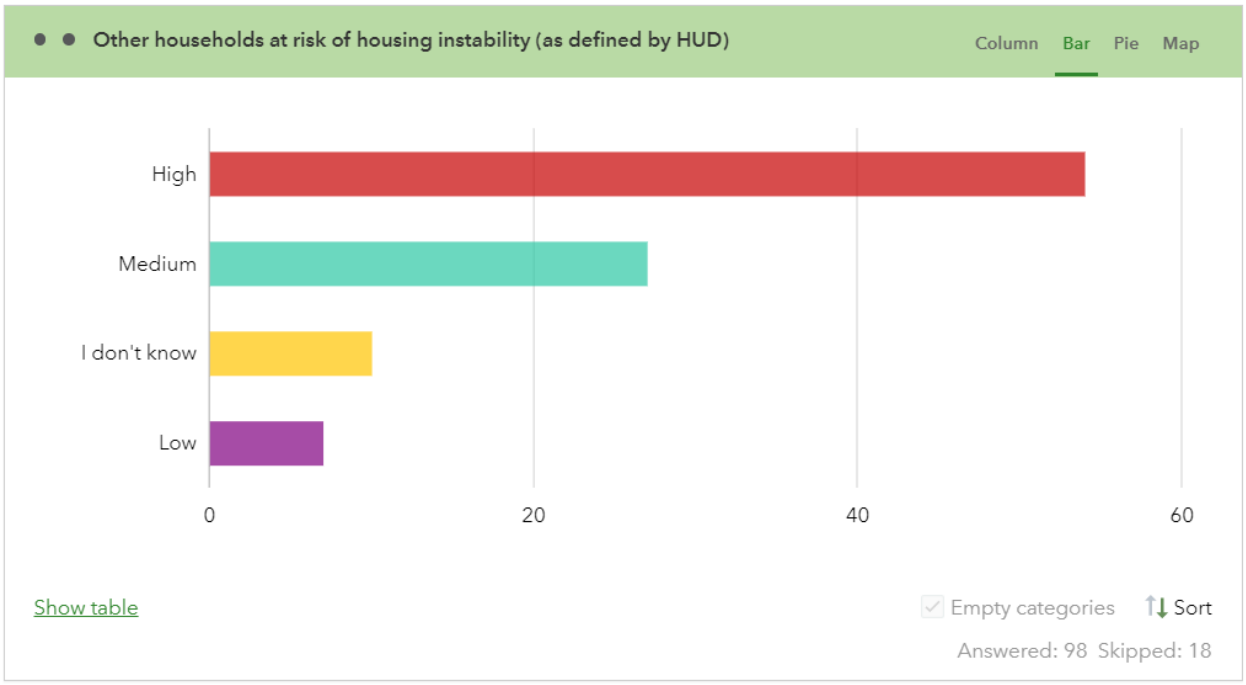
Eligible Activity Prioritization

Eligible Activity Prioritization > 5. How would you describe the overall level of need for each HOME-ARP qualifying population using a scale of High, Medium, and Low?

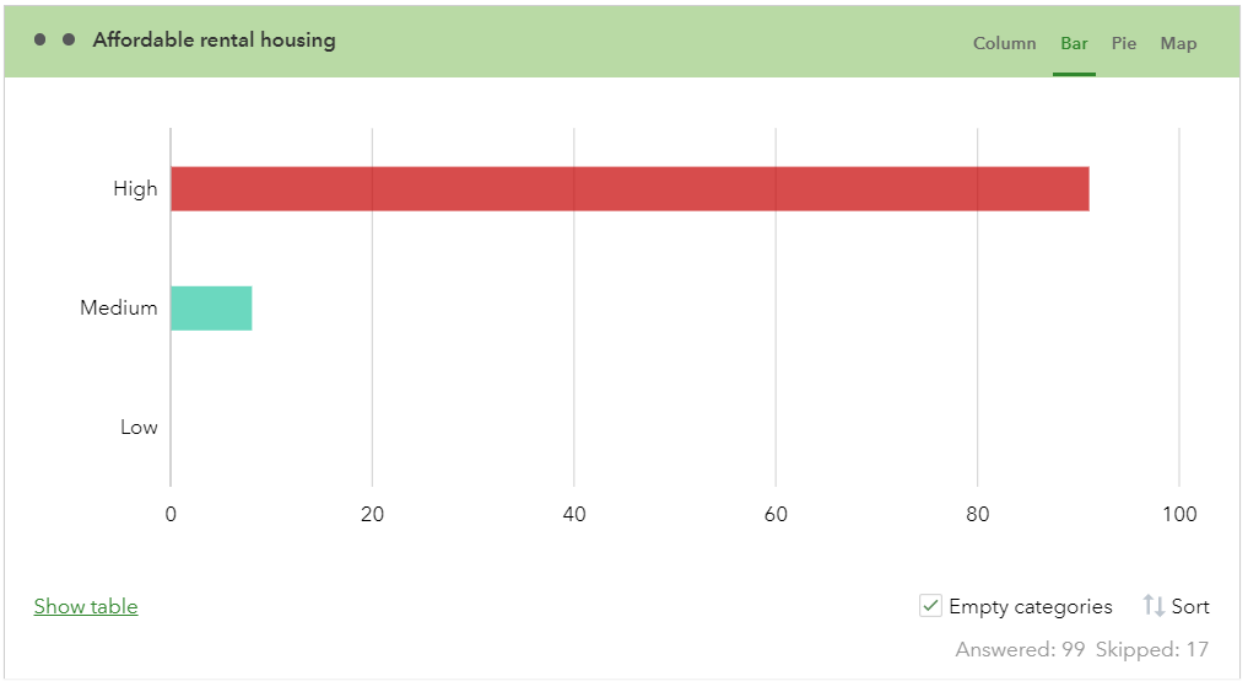


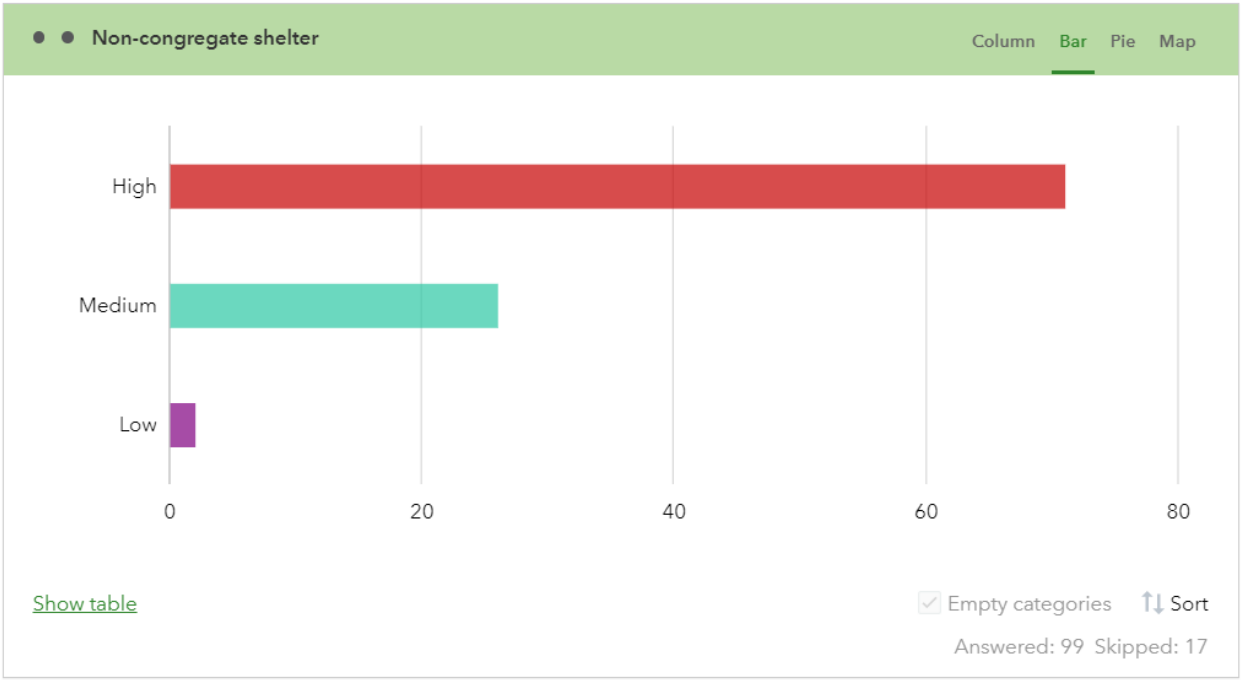

Individuals/families at risk of homelessness
Column
Bar
Pie
Map
High
Medium
I don't know
Low
0
20
40
60
80
Show table
Empty categories
Sort
Answered: 97 Skipped: 19

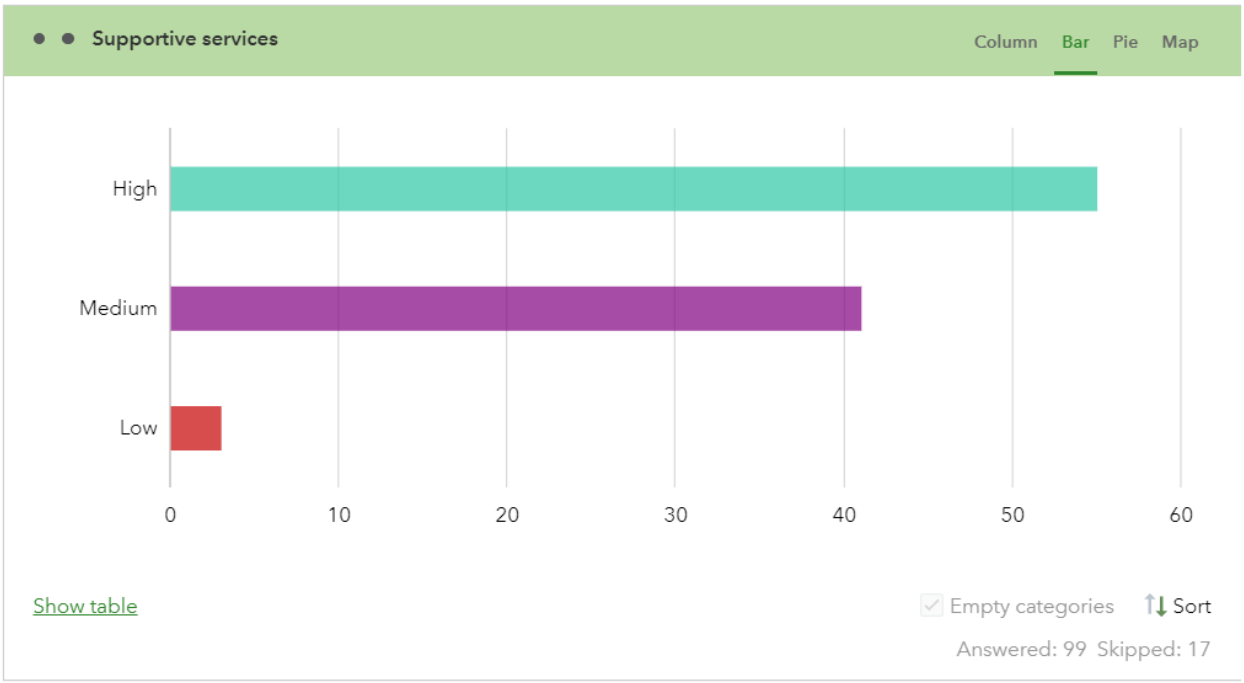

Individuals/families fleeing/attempting to flee domestic violence, dating violence, sexual...
Column
Bar
Pie
Map
High
Medium
I don't know
Low
0
20
40
60
Show table
Empty categories
Sort
Answered: 98 Skipped: 18

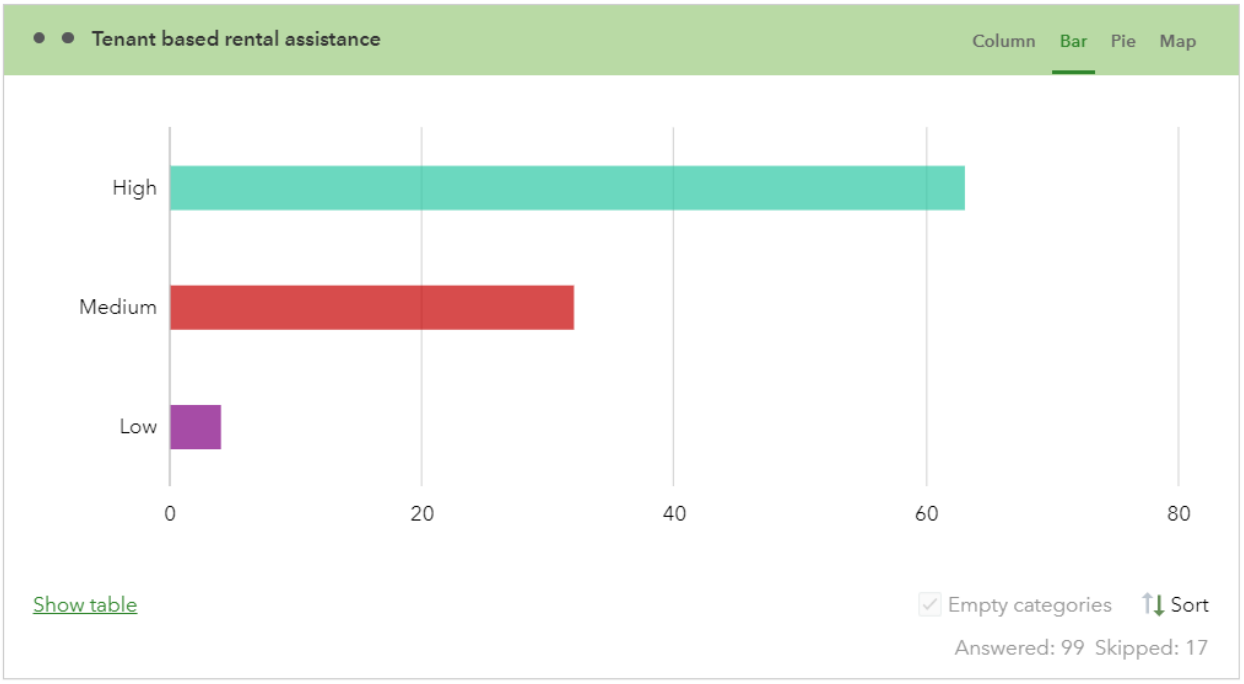


Eligible Activity Prioritization > 6a. Rate the unmet needs of individuals/families experiencing homelessness

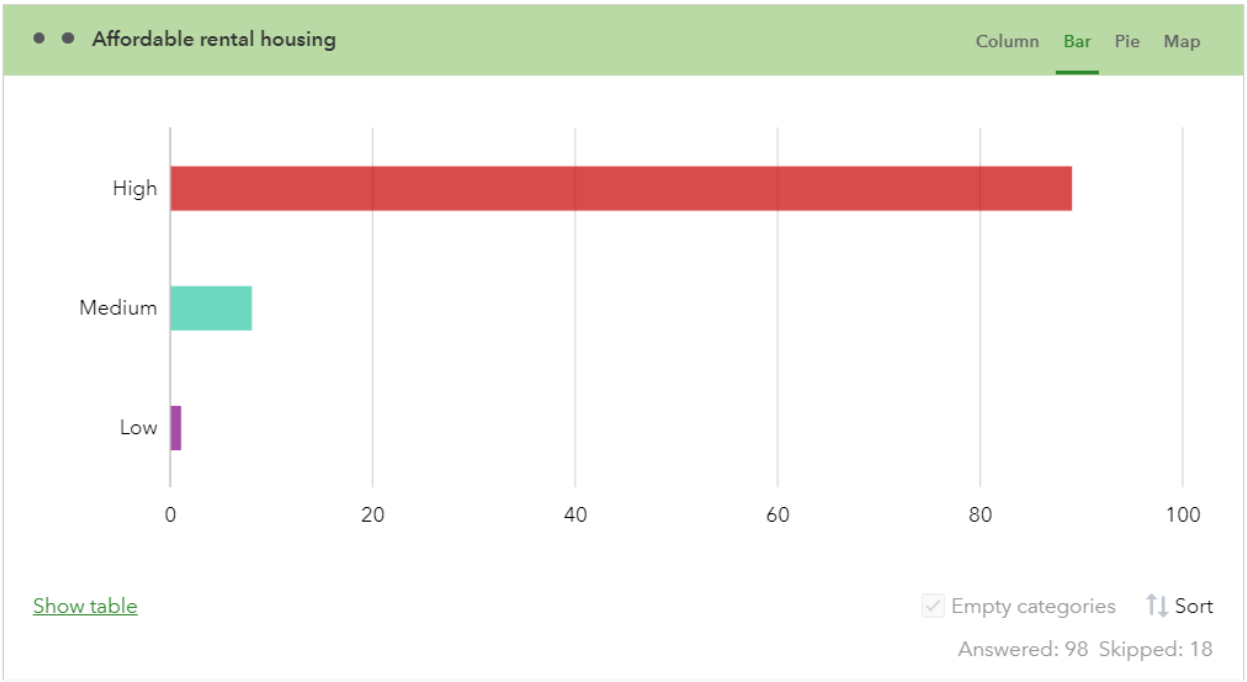


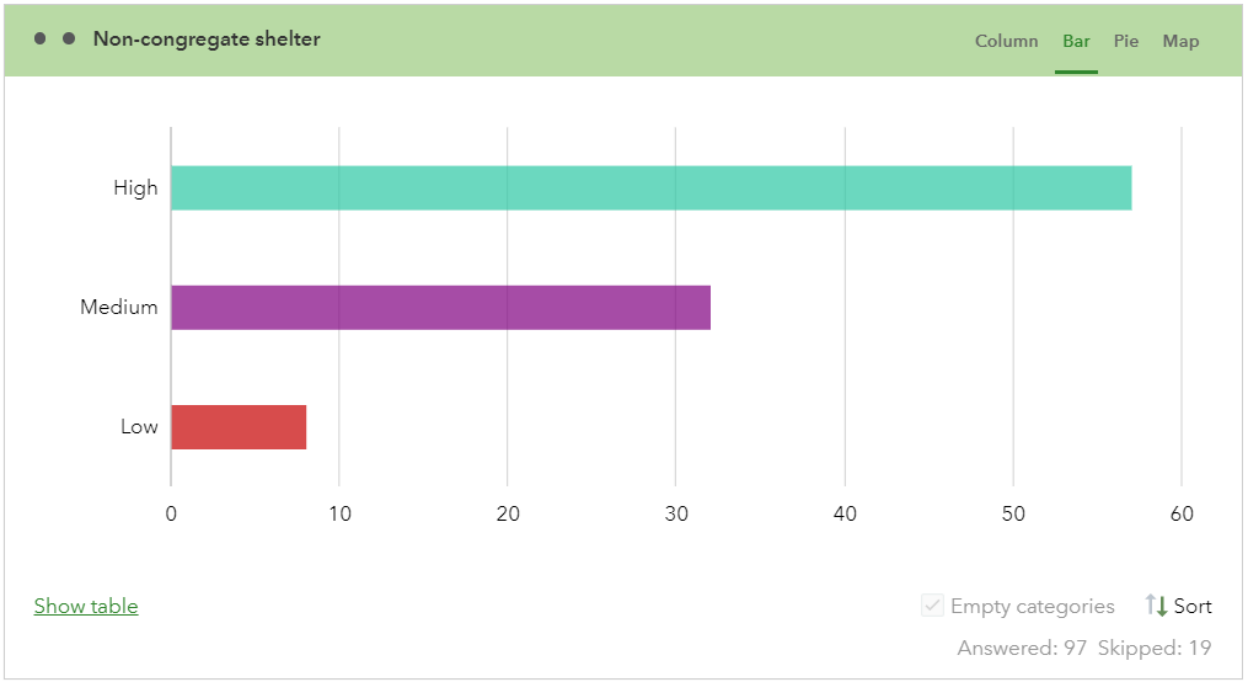

Non-congregate shelter
Column
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Pie
Map
High
Medium
Low
0
20
40
60
80
Show table
Empty categories
Sort
Answered: 99 Skipped: 17

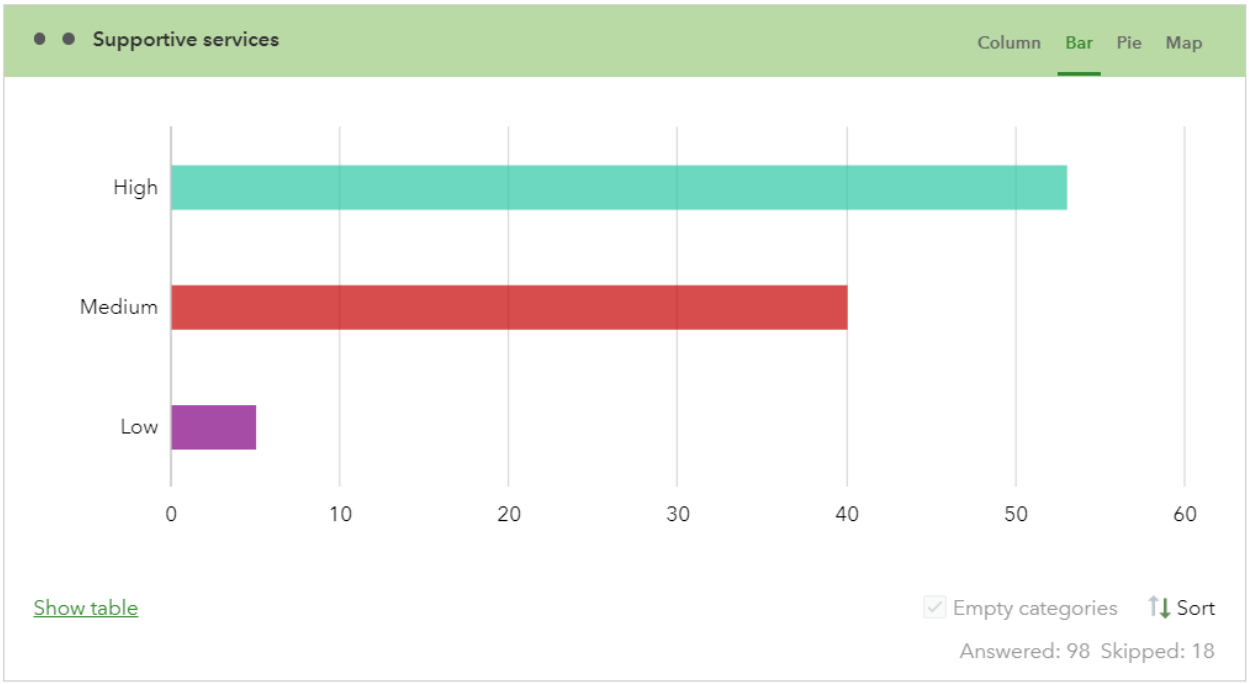

Supportive services
Column
Bar
Pie
Map
High
Medium
Low
0
10
20
30
40
50
60
Show table
Empty categories
Sort
Answered: 99 Skipped: 17

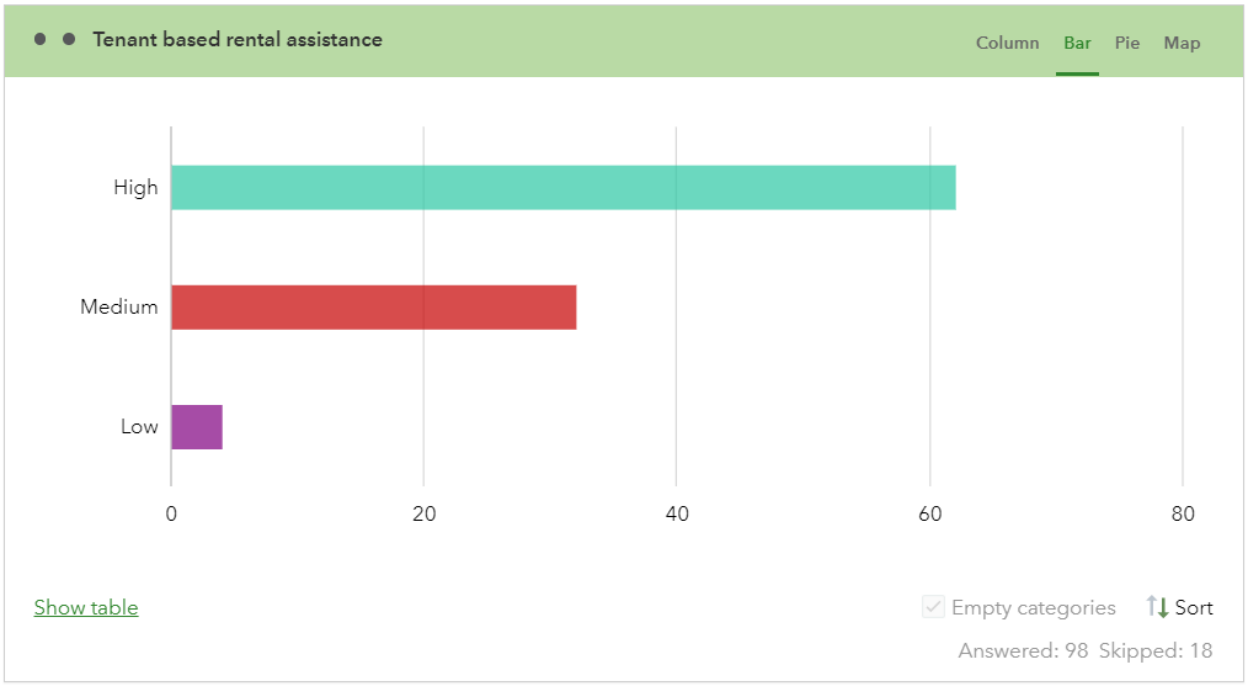


Eligible Activity Prioritization > 6b. Rate the unmet needs of individuals/families at risk of homelessness

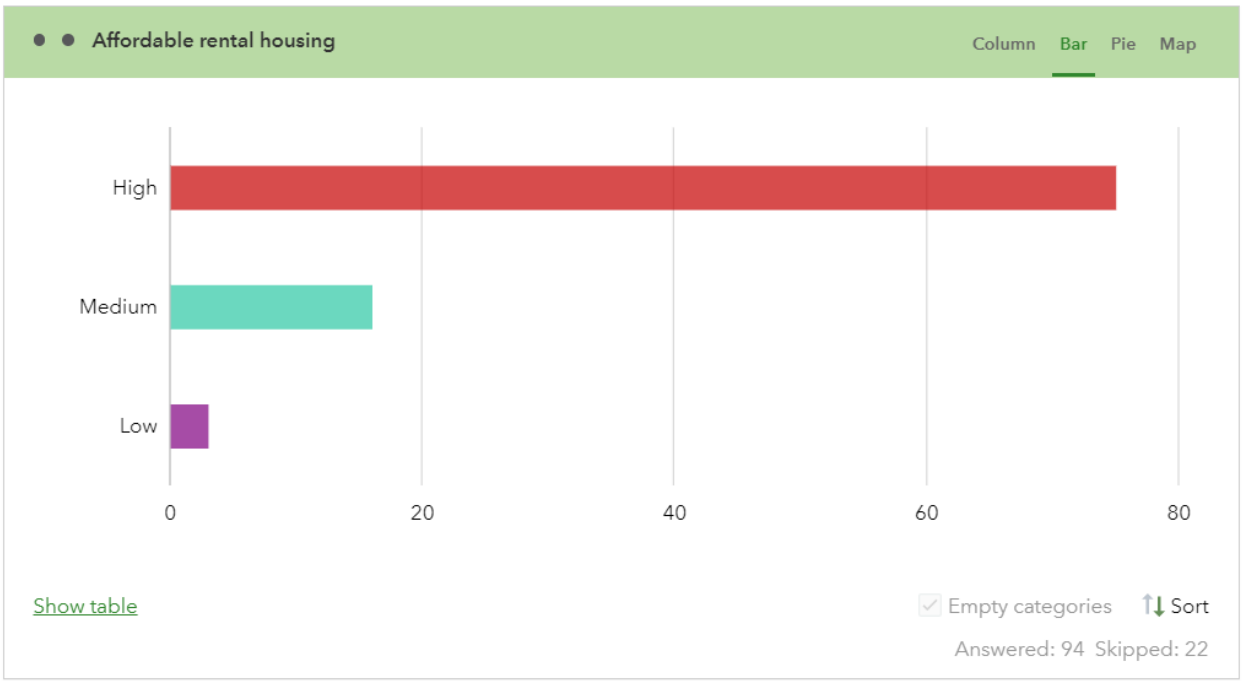


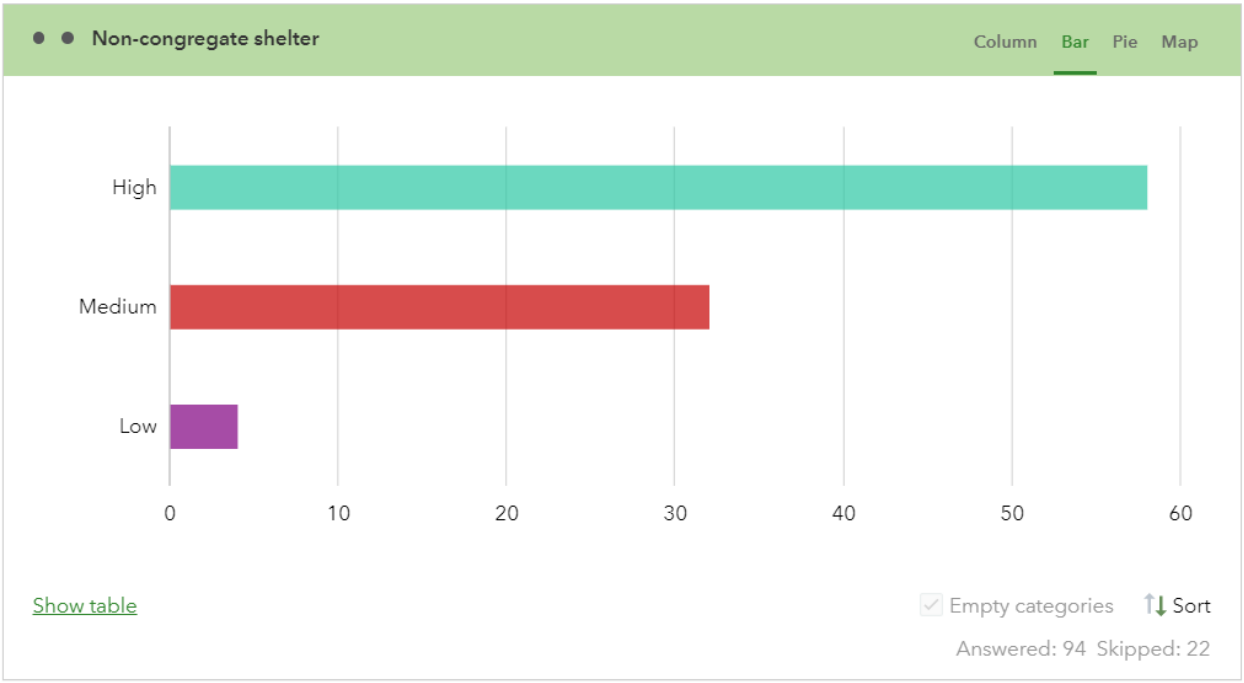

Non-congregate shelter
Column
Bar
Pie
Map
High
Medium
Low
0
10
20
30
40
50
60
Show table
Empty categories
Sort
Answered: 97 Skipped: 19

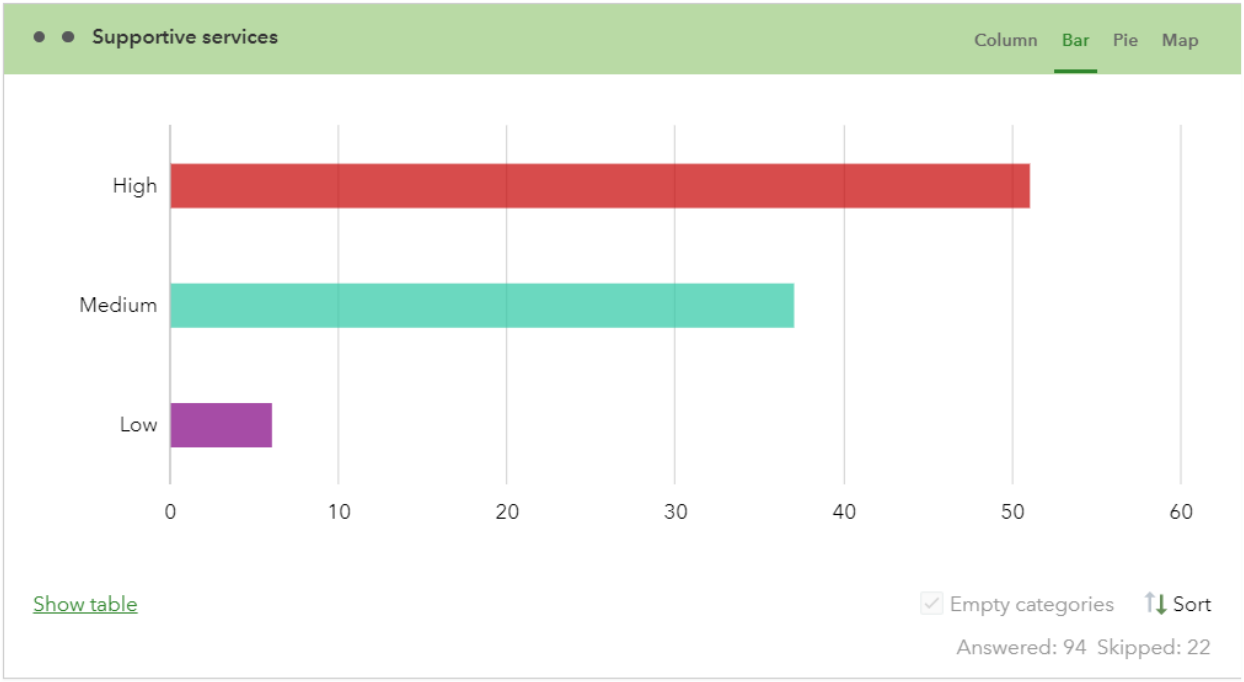

Supportive services
Column
Bar
Pie
Map
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Medium
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20
30
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60
Show table
Empty categories
Sort
Answered: 98 Skipped: 18

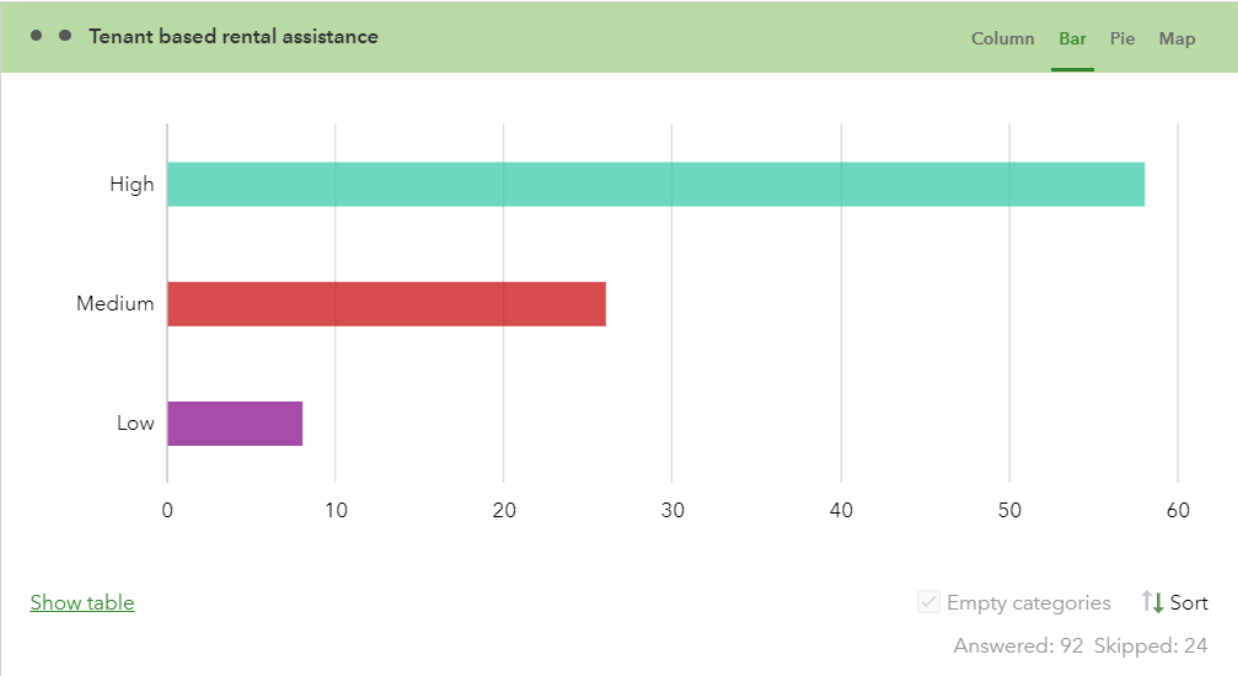


Eligible Activity Prioritization > 6c. Rate the unmet needs of individuals/families fleeing/attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking

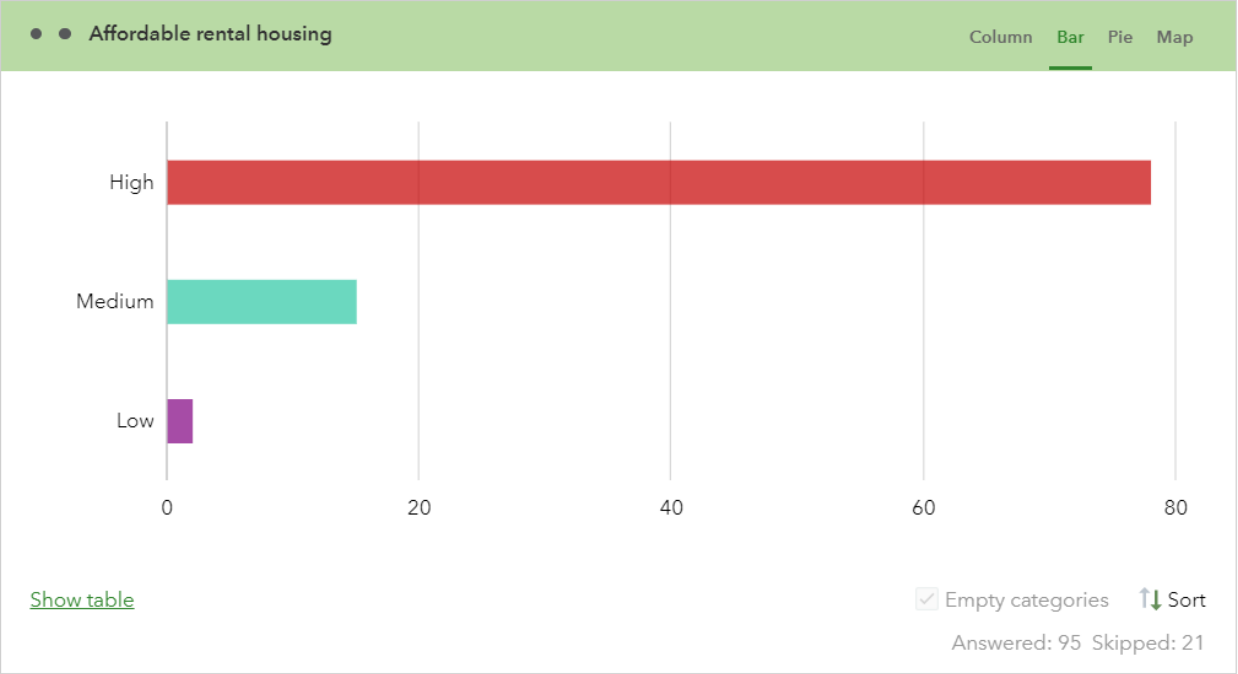


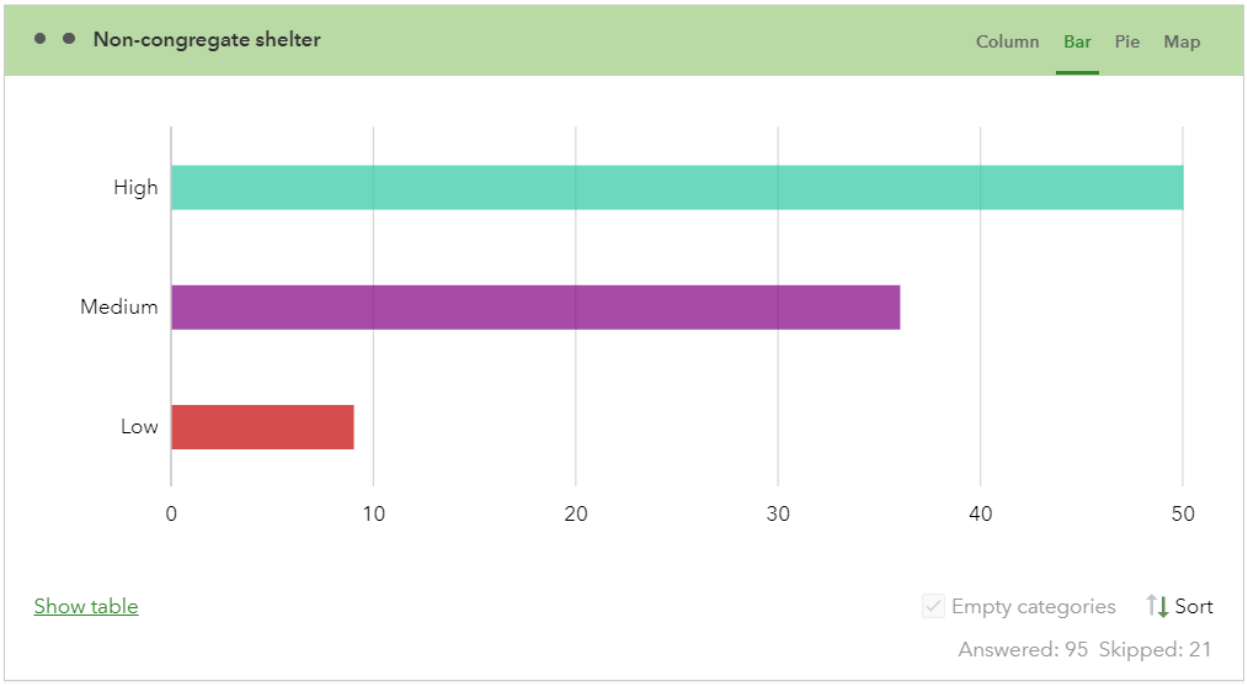

Non-congregate shelter
Column
Bar
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Medium
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20
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50
60
Show table
Empty categories
Sort
Answered: 94 Skipped: 22

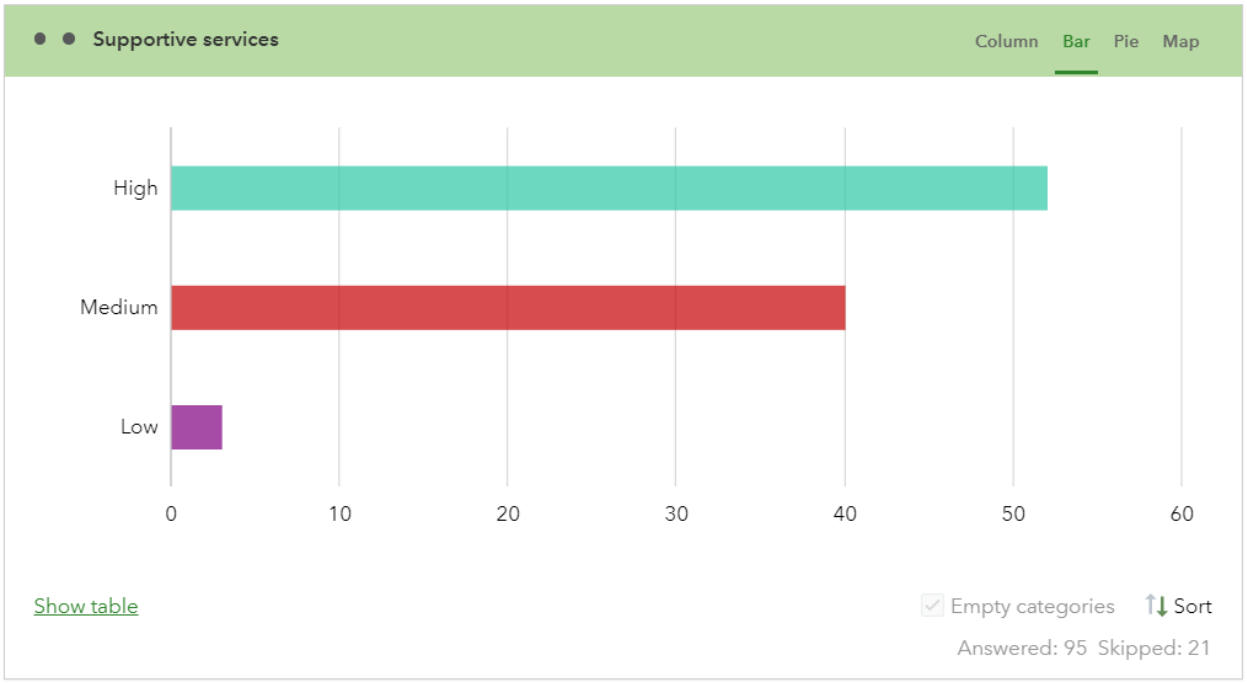

Supportive services
Column
Bar
Pie
Map
High
Medium
Low
0
10
20
30
40
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60
Show table
Empty categories
Sort
Answered: 94 Skipped: 22

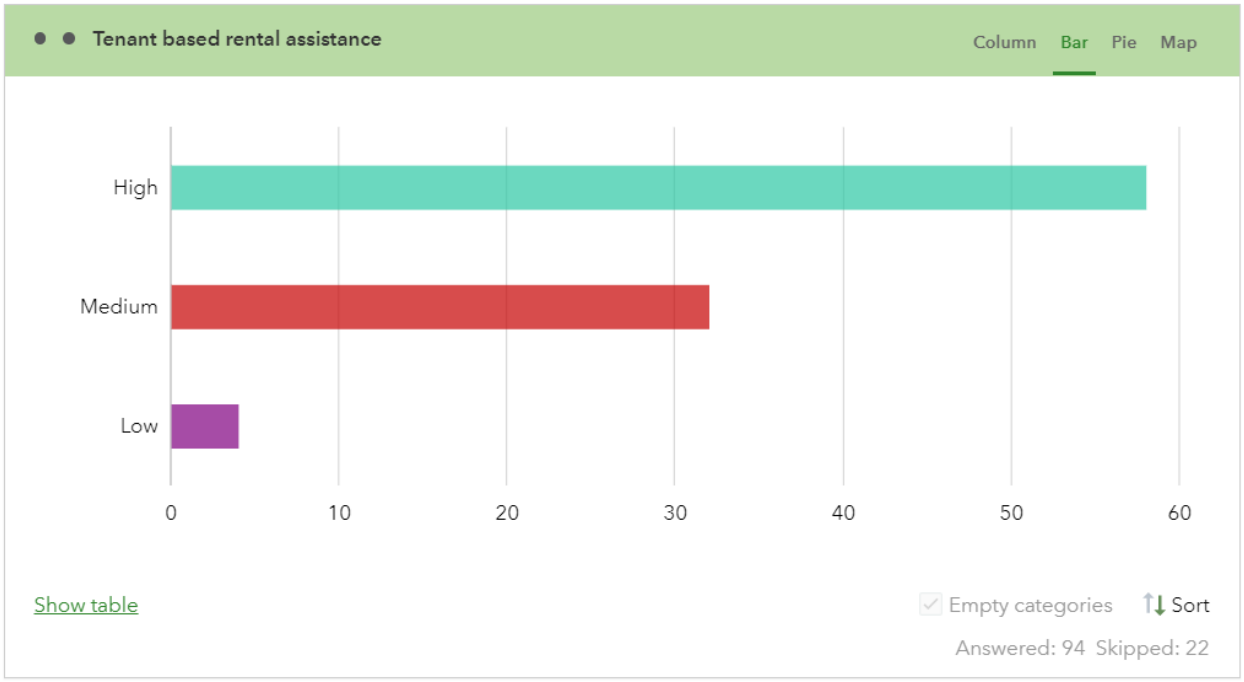


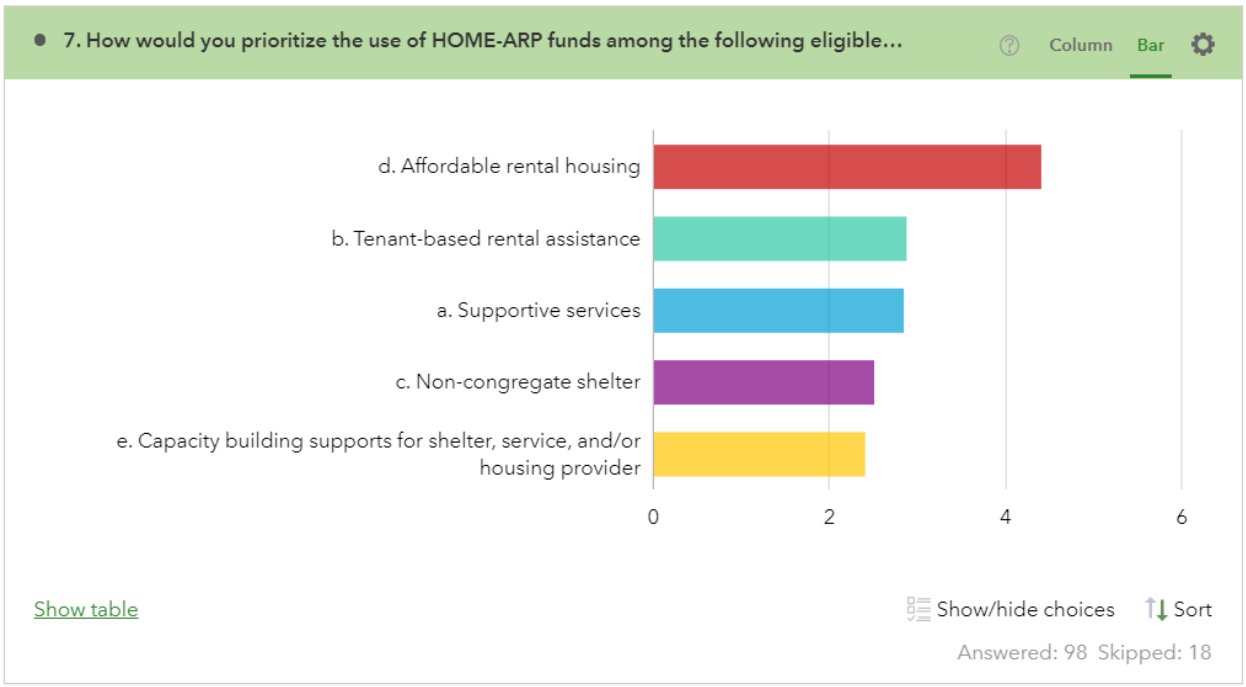
Eligible Activity Prioritization > 6d. Rate the unmet needs of other households at risk of housing instability (as defined by HUD)



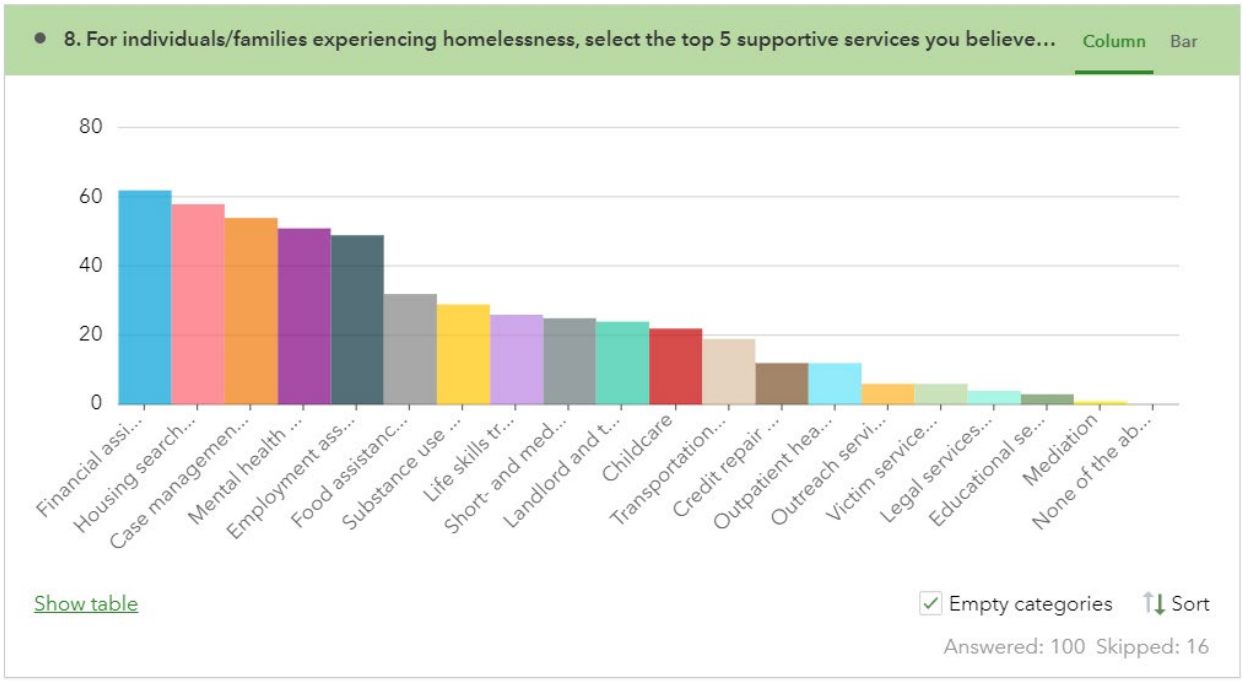

Non-congregate shelter
Column
Bar
Pie
Map
High
Medium
Low
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20
30
40
50
Show table
Empty categories
Sort
Answered: 95 Skipped: 21


Supportive services
Column
Bar
Pie
Map
High
Medium
Low
0
10
20
30
40
50
60
Show table
Empty categories
Sort
Answered: 95 Skipped: 21

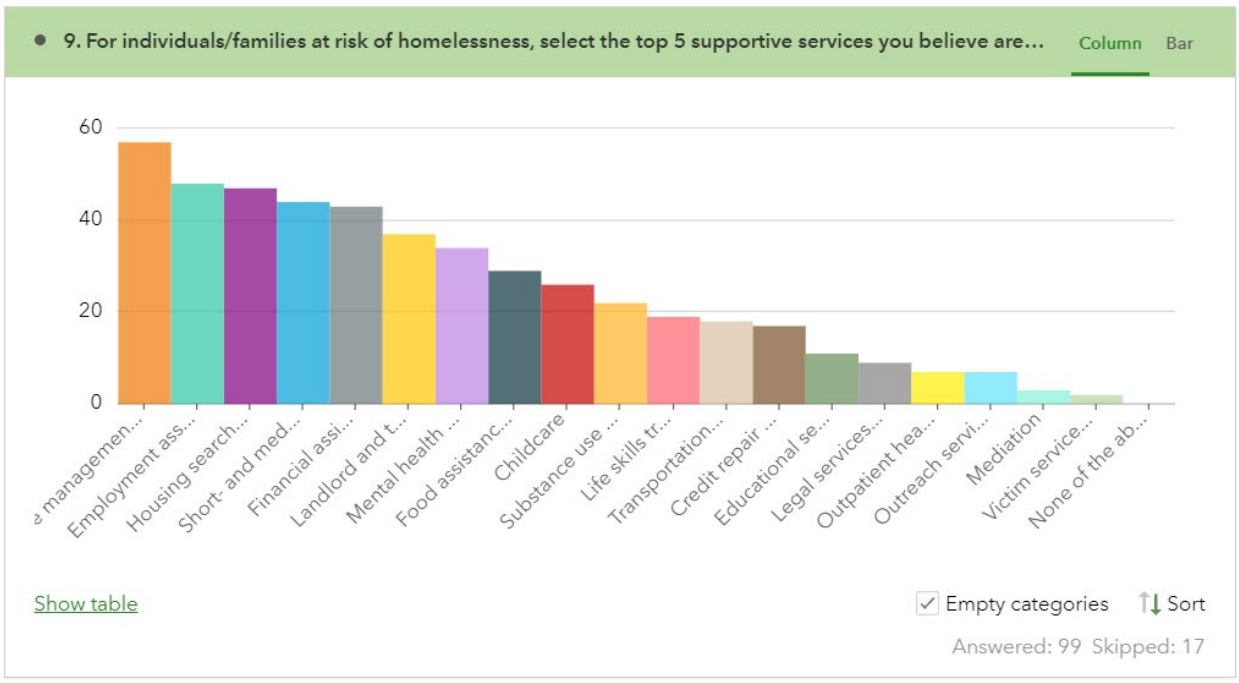

Tenant based rental assistance
Column
Bar
Pie
Map
High
Medium
Low
0
10
20
30
40
50
60
Show table
Empty categories
Sort
Answered: 94 Skipped: 22


7. How would you prioritize the use of HOME-ARP funds among the following eligible...
Column
Bar
d. Affordable rental housing
b. Tenant-based rental assistance
a. Supportive services
c. Non-congregate shelter
e. Capacity building supports for shelter, service, and/or housing provider
0
2
4
6
Show table
Show/hide choices
Sort
Answered: 98 Skipped: 18

Needs of Individuals Experiencing Homelessness



Needs of Individuals at Risk of Homelessness



Appendix C: Service Provider Listening Sessions

ACCGov organized five listening sessions for HOME-ARP consultations, each designed for a specific type of stakeholder (homeless service providers, non-health supportive service providers, health supportive service providers, and victim/survivor service providers). In total, 26 stakeholders attended these focused sessions. Broadly, providers echoed themes from the surveys, stakeholder meetings and client interviews.

Discussion Questions

1. What are your current priorities (goals) as an agency?
2. If you wanted to get something done on an issue related to homelessness or affordable housing, who would you call first?
    a. Are you satisfied with the current level of coordination?
    b. How could coordination among service providers be improved?
    c. Who are your key partners?
3. The barrier most commonly brought up in the previous stakeholder session from HOME-ARP was rising rents and lack of affordable housing. What is the Athens community doing to address this?
    a. Any landlord engagement?
    b. What strategies would you recommend to increase affordable housing availability?
4. In what ways is Athens currently succeeding in addressing homelessness?
    a. What resources are in most demand?
5. What if any equity issues do you see in ending homelessness?
    a. How can these be addressed?
6. Are you engaging with people experiencing homelessness or housing stability as partners in your work?
    a. Forums for input/feedback?
7. Whiteboard Activity: What are your top recommendations to:
    a. Improve how providers coordinate
    b. Reduce unsheltered homelessness
    c. Move people into permanent housing
    d. Stop returns to homelessness
    e. Improve referrals and supportive services
8. Anything else you would want ACCGov or community leaders to know about addressing homelessness or affordable housing in Athens?

Key Themes

Affordable Housing

Providers unanimously agreed there is a great need for affordable rental housing, additionally noting that these units should be available based on a sliding scale to accommodate different levels of affordability for different households. Providers also suggested using funds for rehabilitation of properties that are substandard or damaged to increase overall housing stock.

Organizational Capacity Building

Providers noted that organizations are in need of additional staff to carry out overall coordination and navigation activities. They also suggested hiring a paid staff member for the Athens Homeless Coalition to provide these system-wide supports. Providers expressed support for additional staff within Athens-Clarke County government to support streamlined funding processes for homeless services.

Supportive Services

Childcare was a common need that providers were seeing among clients. This included childcare services available outside of traditional business hours, which is not currently available in the community. Providers reiterated client suggestions for additional mental health services, including medication management and ongoing counseling needs.

Additionally, providers noted that the county is in need of additional prevention services. There are currently limited options for landlord mediation and eviction mediation that could be provided through housing counseling services. Providers noted that there are options for clients seeking to become homeowners, but this is a very small proportion of clients and similar credit and mediation options should be available for rents. Additionally, there is a need to increase access to these services among the local Hispanic/Latinx community by translating materials, bilingual staff, etc.

Non-Congregate Shelter

Shelter operators who participated in the listening sessions stated that they operate on a constant waitlist, never having enough beds or resources to meet the number of requests received. Providers noted a need for additional low-barrier shelters in the community, expressing support for non-congregate models that provide intensive case management and open access for clients to enter and exit at any time of day.

Participants

Consultation Group	**Participants**
Homeless Service Providers *Jan. 18, 2023* *ACC Planning Department Auditorium*	1. Shea Post, Athens Area Homeless Shelter 2. Rebecca Blankenship, Athens Area Homeless Shelter 3. John Burch, Advantage Behavioral Health System 4. Madison Sanders, Family Promise of Athens 5. Kelly Brannen, Lydia's Place 6. Sheldon Greenland, The Salvation Army 7. Angela Pope, Clarke County School District
Supportive Service Providers *Jan. 18, 2023* *ACC Planning Department Auditorium*	1. Lucy Hudgens, The Ark 2. Danielle Bonanno, Acceptance Recovery Center 3. Soraia Santos Felgenhauers, Clarke County School District 4. Dr. LaKeisha Gantt, CCSD Board of Education 5. Dr. Mumbi Anderson, CCSD Board of Education 6. Cpt. William Hood, ACC Police Department

Victim/Survivors Service Providers *Jan. 18, 2023* *Athens Clarke County Library*	1. Donna Bracewell, Project Safe 2. Rachel Abbruzzi, The Cottage 3. Chanda Santana, Divas Who Win 4. Tanya Wingfield, Western Judicial Circuit District Attorney's Office
Healthcare Service Providers *Jan. 19, 2023* *ACC Planning Department Auditorium*	1. Tammy Gilland, Piedmont Athens Regional Health Center 2. Catherine Gurak, St. Mary's Health Care System 3. Patrick Reilly, Clarke County Health Department 4. Evan Mills, Advantage Behavioral Health System 5. Ruby Peel, Athens Neighborhood Health Center 6. Bradford Coleman, Mercy Health Center
Immigrant Support Groups/Providers *Jan. 25, 2023* *Webex*	1. Beto Mendoza, Dignidad Inmigrante en Athens 2. Noe Mendoza, Dignidad Inmigrante en Athens 3. Aline Loza, Family Connection-Communities in Schools and Dignidad Inmigrante en Athens

Appendix D: Community Interviews Key Themes & Demographics

Between January 18-20, 2023, ACCGov coordinated with Advantage Behavioral Health Systems, Athens Alliance Coalition, the Athens Area Homeless Shelter and Family Promise of Athens to interview 20 current and former clients who might stand to benefit from programs funded by HOME-ARP.

Discussion Questions

1. Can you walk us through your living situation over the last two years?
2. Tell us about your current housing situation, including how long you have been there?
3. Tell us about your major sources of support through this timeline, including financial and social support at each housing point.
4. What is your main source of income?
5. What is the main reason you lost your housing?
6. Did you have difficulty accessing housing support services?
    a. How long did you have to wait to get help from the agency?
    b. What was your experience like?
7. Did/do you feel supported by the homeless service providers?
    a. Were there any supports or services that you wanted but just weren't available to you?
    b. What was the most helpful information you received from homeless service providers?
    c. What kind of barriers did you run into while homeless (access to services, personal barriers, structural barriers)?
    d. Do you have a disability? If yes, do you feel that your disability has made it difficult to gain stable housing?
    e. How could community services/case managers/services workers have better supported you?
8. Do you feel like you have a voice in shaping how programs are run?
9. In your opinion, what are the main causes of homelessness in Athens?
    a. What could be done to address these causes?
10. Drawing on your experience, does homelessness differ across racial/ethnic groups?
11. To the extent that you feel comfortable discussing this, has racial discrimination played a role in your experience of homelessness? Do you feel like racial discrimination occurs in homeless programs in Athens?
12. When you think of other disenfranchised groups, for example, people who identify as LGBTQ or have a disability, what barriers do they face related to homelessness in the county?
13. If you were to talk to someone going through a similar experience, what advice would you give them?
14. What advice do you have for the services providers as it tries to address homelessness?
15. How do you describe your race/gender? Sexual orientation?
16. Is there anything else you'd like to share with me?

Key Themes

Key themes across interviews, as they relate to HOME-ARP eligible uses included:

Affordable Housing

All of the interviewees stated that there was a shortage of affordable housing in the Athens area. Those who were currently or recently housed noted that affordable housing is often available in areas that are unsafe or the housing itself was substandard. Three interviewees currently had housing vouchers and were looking for housing, and an additional two interviewees had housing move-in dates for specific units. These individuals remarked that it was very difficult to find acceptable housing within their voucher or subsidy amount, many landlords did not accept financial assistance, and that locating housing often meant leaving Clarke County. While leaving was an option for some people, those without transportation or with children attending Clarke County schools were more reluctant to explore options in other counties. Affordable housing was most often the top need expressed by interviewees.

Non-Congregate Shelter

Many interviewees had difficulty finding shelter or emergency housing options (e.g., motels paid for by an agency). They frequently reported having to call numerous places numerous times to find an opening in a program, doing this navigation work without the assistance of any case manager. Some people waited months for a shelter bed to become available, often living unsheltered or in places not meant for human habitation in the meantime. Interviewees agreed there should be more emergency housing in Athens-Clarke County.

However, not all shelter was considered ideal or acceptable. Some interviewees did not stay in the larger congregate shelters because those facilities were viewed as unsafe (and some people who did attend these types of facilities were harmed in them). Other programs that required daily entry and exit posed challenges. The primary challenge was that in these facilities the bed was not guaranteed beyond the one night, leading to people sometimes being left outside for the evening. Additionally, calling to try to obtain one of the spots for the night was prohibitive for those with few minutes left on their phone, and the call-in and entry times sometimes conflicted with people's work or school schedules. Interviewees appreciated shelter programs that offered private rooms, something particularly beneficial for couples and people with children, as well as programs that allowed entry and exit at any time.

Supportive Services

Interviewees spoke highly of the services they were able to access. Many interviewees were accessing medical care, both emergency and primary care, and were satisfied with the services they received from local hospitals. Only one interviewee reported difficulties accessing Medicaid or indigent medical services. The most frequently requested supportive service was ongoing mental health services. Crisis services could be accessed through various programs, but there were options for ongoing psychiatric care for more acute individuals. Many individuals who requested greater access to mental health services did not have acute mental illness. These individuals were often experiencing depression and anxiety, in many cases directly related to their homelessness, and had few options for regular counseling and support.

Non-health related supportive services included credit repair and counseling and job training. Many interviewees had poor credit that prohibited them from renting apartments and were in need of credit services to help raise their score and clear old or erroneous debts from their record. Additionally, some interviewees were paying monthly on large amounts of debt that counseling services may be able to consolidate. While many interviewees were working, these jobs were not paying enough to meaningfully improve their living situation. Interviewees suggested Athens increase investment in education programs and work partnerships that would lead to above minimum-wage employment.

Participant Demographics

The table below outlines self-identified demographics of interviewees:

Table 10: Community Interview Participant Demographics (Self-Described)

	Gender	Race/ Ethnicity	Household Type	Employment	Housing
1	Transgender Woman	Black	Single Adult	Part-Time	Unsheltered
2	Woman	Black	Single Adult	Unemployed	Unsheltered
3	Woman	Black	Single Adult	Unemployed	Unsheltered
4	Man	Hispanic	Single Adult	Full-Time	Unsheltered
5	Man	White	Single Adult	Full-Time	Unsheltered
6	Man	White	Adults & Children	Unemployed	Unsheltered
7	Woman	White	Adults & Children	Full-Time	Unsheltered
8	Woman	White	Adults & Children	Unemployed	Sheltered
9	Woman	Black	Adults & Children	Unemployed	Housed, At-Risk
10	Woman	Black	Adults & Children	Full-Time Student	Sheltered
11	Woman	Black	Adults & Children	Full-Time Student	Sheltered
12	Woman	Black	Adults & Children	Full-Time	Sheltered
13	Woman	Black	Adults & Children	Full-Time	Sheltered
14	Woman	White	Adults & Children	Full-Time	Sheltered
15	Woman	White	Adults Only	Unemployed	Recently Housed
16	Man	White	Adults Only	Unemployed	Recently Housed
17	Man	Black	Single Adult	Unemployed	Unsheltered
18	Woman	Black	Single Adult	Unemployed	Recently Housed
19	Woman	White	Single Adult	Unemployed	Recently Housed
20	Man	Black	Single Adult	Unemployed	Recently Housed

Appendix E. Public Notice on *Athens Banner-Herald*

Public Notice
Athens-Clarke County
Housing & Community Development Department
HUD HOME-ARP ALLOCATION PLAN

Notice is hereby given by the Athens-Clarke County Housing and Community Development Department (HCD) of a proposed HOME-ARP Allocation Plan. The allocation plan outlines which types of activities will be undertaken with the funding provided through the U.S. Department of Housing & Urban Development (HUD)
HOME Investment Partnership American Rescue Plan (HOME-ARP). All activities shall benefit homeless and qualifying populations primarily through the provision of housing and services.

The Mayor and Commission will receive citizen comments on the proposed plan at a public hearing on March 7, 2023 at 6:00 PM in City Hall. The plan will be available for review and written public comments concerning the plan will be received from February 13, 2023 through March 7, 2023 per HUD Notice CPD-21-10 public comment requirements. Comments must be submitted in writing to:

The Housing & Community Development Department via: marci.irwin@accgov.com or 375 Satula Avenue, Athens, GA 30601

A summary of the proposed use of funds is as follows:

HOME-ARP Allocation	**$2,506,309**
Development of Affordable Rental Housing	$1,300,000
Supportive Services	$ 625,000
Tenant-Based Rental Assistance	$ 0
Acquisition & Development of Non-Congregate Shelter	$ 0
Nonprofit Operating (5%) & Capacity Building (5%)	$ 250,630
Administration & Planning (13%)	$ 330,679

The draft HOME-ARP Allocation Plan is located on the Housing and Community Development website at www.accgov.com/hcd

Hard copies are available for review at the following locations during normal business hours and by request by contacting Marci Irwin at marci.irwin@accgov.com or 706-613-3155

Housing and Community Development Department Office
375 Satula Avenue
Athens, GA 30601
706-613-3155

East Athens Development Corporation
410 McKinley Drive
Athens, GA 30601
706-208-0048

All locations are in Athens-Clarke County, Georgia and are accessible to people with Disabilities. We encourage ACC residents to review the HOME-ARP Allocation Plan. If you have any questions or require special assistance, please call Housing and Community Development staff at 706-613-3155. Written comments should be submitted to the Housing and Community Development Department to marci.irwin@accgov.com or mailed to 375 Satula Ave, Athens, GA 30601. All comments received during the public notice comment period will be considered and a summary incorporated into the HOME-ARP Allocation Plan submitted to HUD.

Appendix F. Additional Data on Qualifying Populations

People Currently Experiencing Homelessness

Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance:

Based on comprehensive data collected from a representative sample of households in ACC in Fall 2021/Winter 2022, the Athens WellBeing Project 3.0 Housing Report indicates that ~15,000 households (29% of all ACC households) moved at least once in the last two years. Of those, ~10,000 moved twice and ~4,500 moved 3 or more times. Black/African-American and Hispanic/Latinx households were more likely to have moved in the last two years compared to their White counterparts. While this data is not available specifically for extremely low-income households, or for the period of 60 days immediately preceding the application for homeless prevention assistance, it speaks to the housing volatility experienced in our community.

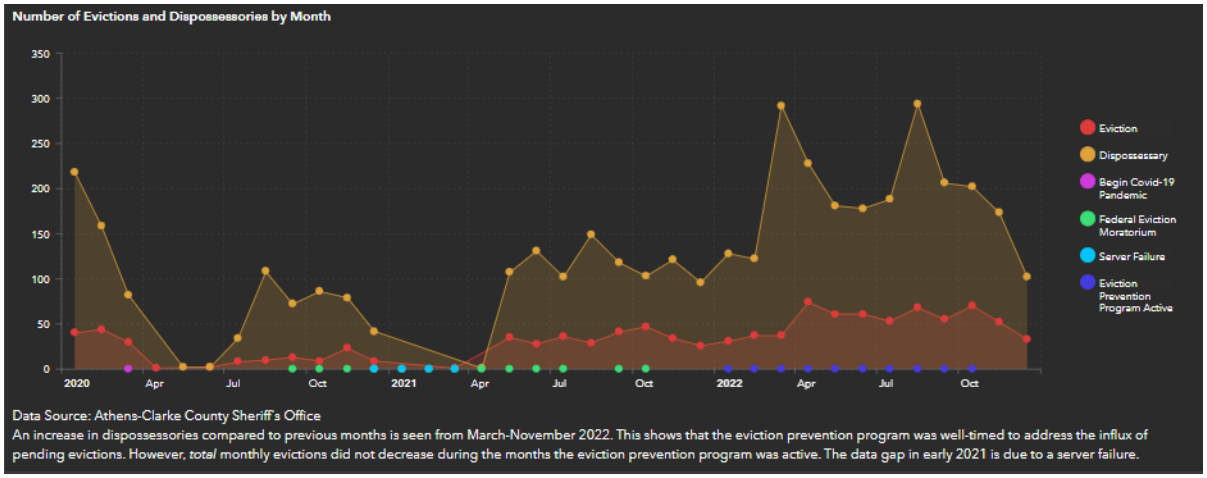
Is living in the home of another because of economic hardship:

2015-2019 CHAS data indicates that 215 extremely low-income households have a family type of more than one family or one family with at least one subfamily. It is likely that many of these families are doubling up due to economic hardship.

Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance:

A total of 2,257 dispossessories were served in ACC between January 1 and December 16, 2022. 618 evictions were served during the same time period. As of December 16, 2022, 145 households were served dispossessories within the previous 21 days. Data is not available to quantify what percent of these households meet the extremely low-income threshold.

Between January-December 2022, an ARPA-funded Eviction Prevention Program assisted 425 households, of which approximately 28% had extremely low income. During the first 10 months of the program, 82% of recipients were Black/African American, 17% were white, and 1% were of unknown race.



Data Source: Athens-Clarke County Sheriff's Office
An increase in dispossessories compared to previous months is seen from March-November 2022. This shows that the eviction prevention program was well-timed to address the influx of pending evictions. However, *total* monthly evictions did not decrease during the months the eviction prevention program was active. The data gap in early 2021 is due to a server failure.

Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low income individuals:

Several hotels in Athens-Clarke County provide rooms at a weekly rate to individuals and households who have no other residence. ACCGov reached out to five hotels directly via phone and email to determine the number of households in this population. Only one hotel responded and indicated that 38 rooms are currently rented by tenants with no other residence and no assistance from charitable organizations or government programs. ACCGov was unable to verify whether individuals living in these hotels fall into the extremely low income, very low income, or other income bracket.

Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau:

According to CHAS 2015-2019 data for Athens-Clarke County, 65 extremely low income renter households live in overcrowded conditions. This represents 0.6% of extremely low income households. An additional 20 extremely low income homeowner households live in overcrowded conditions.

Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution

Data from the GA Department of Corrections indicate that 122 individuals (107 male and 15 female) with a home county of Clarke County were released in fiscal year 2022. While the GA Department of Corrections does not provide data on the income status of these individuals (or their household) following release, we know that 47% of incarcerated individuals were unemployed prior to entering prison and additional 7% were employed only part time. The Athens field office of the GA Department of Community Supervision also reported that they typically have between 40-50 homeless individuals on felony probation and parole, though exact data was not available.

The Georgia Department of Human Services shared that in their FY2022, 8 youth aged out of foster care in Athens-Clarke County, compared with 10 youth in 2021 and 7 in 2020. Lydia's Place, a local non-profit, provided housing and supportive services to 10 young adults exiting foster care or homelessness in 2022. In January 2023 alone, the organization is housing 9 students with 3 in the intake process.

Advantage Behavioral Health Systems (ABHS) provided data on the number of households discharged from their THRIVE residential programs in FY2022. Out of 141 total discharges 103 (73%) were successfully discharged to stable housing, while 38 (27.0%) were unsuccessfully discharged. ABHS was unable to provide income data for these households, so it is unknown what percent of unsuccessfully discharged individuals are below 30% AMI, what percent are 30-50% AMI, and what percent are >50% AMI.

Table 11. Individuals Served by THRIVE Residential & Destination Data

	Program totals		Stably Housed/ Successfully Discharged		Unsuccessfully Discharged	
Program	**Served**	**Discharged**	**Number**	**Rate**	**Number**	**Rate**
Rapid Re-Housing Program	115	5	2	40%	3	60%
MH Residential Program	22	12	6	50%	6	50%
Forensics Residential Program	19	2	2	100%		0%
Hotel Voucher Program	73	73	63	86%	10	14%
Housing Support Program	161	31	16	52%	15	48%
Shelter Plus Care Program	85	10	9	90%	1	10%,
Crisis Respite Program	12	8	5	63%	3	38%
Total	**487**	**141**	**103**	**73%**	**38**	**27%**

Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan:

The 2020 Athens-Clarke County Analysis of Impediments to Fair Housing Choice identified the following vulnerabilities that place households at an increased risk of becoming homeless: lack of educational attainment, lack of work history, poor health status, domestic violence, mental illness, and substance abuse.

Lack of Educational Attainment: According to the American Community Survey 2017-2021, 1897 owner-occupied households have a householder who lack a high school diploma or GED, while 2015 renter households have a householder who did not graduate high school.

Lack of Work History: At the time the report was written, ACC saw a 12.3% unemployment rate in April 2020 as a response to the COVID-19 pandemic. Since then, unemployment rates have steadily decreased and have reached some of the lowest rates since 2012. The latest available data, from November 2022 indicates preliminary 2.5% unemployment rate. Unemployment in Athens does vary throughout the county, as outlined in Figure 3. With that said, many stakeholders consulted for this Allocation Plan highlighted that although unemployment rates are low, many Athenians hold multiple low-wage jobs to make ends meet, putting them at risk of losing their housing.

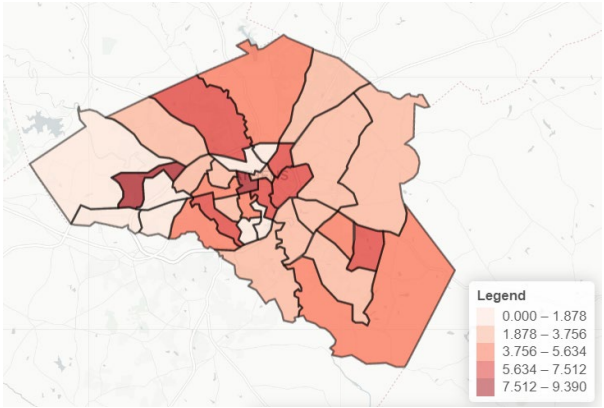


Figure 3. Distribution of unemployment in ACC, based on ACS 2016-2020

Source: comapuga.shinyapps.io/AthensSocialAtlas

Poor Health Status: According to the Piedmont Athens Regional Medical Center's 2022 Community Health Needs Assessment, 33.9% of adults 18 years and older reported having high cholesterol and 36.9% reported having high blood pressure. Almost 8% of adults aged 20 or older had a diagnosis of diabetes, and 3% of Athenians have kidney disease. Seventy-percent of all Medicare beneficiaries in Athens in 2018 (9,198 people) have multiple chronic conditions, with 14% having six or more. This report also indicates that 29% of ACC residents 20 years and older were obese in 2019.

Domestic Violence: Described elsewhere in this report.

Mental Illness & Substance Abuse: Current information on the percent of Athens-Clarke County residents affected by mental illness and substance use disorder was obtained from Athens Wellbeing Project 3.0 survey data, collected in 2022. These values were used to estimate the affected number of extremely low income households, as shown in Table 12.

Table 12. Estimate of Number of ACC Residents Affected by Mental Illness, SUD

	Households with at least one family member who has depression or anxiety	Households who needed mental health treatment but did not access it	Households with at least one member who has substance use or alcohol use disorder	Households who needed but did not access SUD/AUD treatment
Percent Share of AWP 3.0 Respondents	33%	7%	6.5%	4%
Estimated Number of ELI Households	3932	822	774	477

Source: Athens Wellbeing Project 3.0

Youth Experiencing Homelessness. Another subpopulation at risk of homelessness are youth that may not meet the requirements listed above, but qualifies as "homeless" under other federal statutes. Clarke County School District provided data on the number of children meeting this criteria from 2020-2023. Since 2020, the number of youth in shelters has decreased, while the number staying in hotels/motels has steadily increased (Table 13).

Table 13. CCSD McKinney-Vento (Homeless) Data

	2022-2023	**2021-2022**	**2020-2021**	**2019-2020**
Doubled Up	228	271	226	243
Shelters	59	77	69	82
Hotels/Motels	109	85	60	S (<=2)
Unsheltered	4	0	1	S (<=2)
Total	400	433	356	387
Unaccompanied Youth	Data unavailable	50	28	
Migratory Children/Youth	Data unavailable	0	11	
Students with Disabilities	Data unavailable	92	84	
Limited English Proficiency	Data unavailable	17	17	

Source: CCSD

Additionally, US Department of Education EDFacts Data Files were consulted to obtain data on the racial demographics of children and youth meeting this criteria. Racial demographics were only available for the 2019-2020 school year, at which time 79.1% of homeless students were Black, 8.0% were Hispanic, 7.2% were white, 4.7% were two or more races, and 1.0% were Native American.

People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

Unsheltered: The 2022 Point-in-Time Count indicated that at least 37 individuals (13% of the surveyed population) in Athens-Clarke County were experiencing homelessness due to domestic violence, dating violence, sexual assault, or stalking (Table 14). Fifteen were unsheltered at the time of the survey.

Domestic and Dating Violence: Project Safe, a local non-profit providing services to domestic violence survivors, reported sheltering 131 clients in 2021, with 25 clients receiving long term housing. Project Safe also reviewed 1,437 police reports for domestic violence, served 580 clients in outreach, responded to 2,393 hotline calls, and 188 text conversations in 2021. Divas Who Win, another local nonprofit, reported assisting 58+ domestic abuse survivors in 2021 (background information was not captured for all clients), and 106 domestic violence survivors in 2022. The Western Circuit District Attorney's Office Data Dashboard indicated that 19 family violence cases were filed in ACC in 2021 (vs. 93 in 2019 and 78 in 2020).

Table 14. Unsheltered individuals experiencing homelessness due to domestic violence, dating violence, sexual assault or stalking

	# of Individuals
Gender	
Female	8
Male	7
Race/Ethnicity	
Black, African American	5
Multi-Racial	2
White	8
Hispanic/Latin(a)(o)(x), any race	1
Age Group	
18 to 24	2
25 and over	13
Household Size	
1	9
2	3
5+	3

Source: 2022 PIT

Sexual Assault: The FBI Crime Data Explorer NIBRS table indicates a total of 168 sex offenses reported in Athens-Clarke County in 2021. Of these offenses there were 58 instances of rape, 9 instances of sodomy, 44 instances of sexual assault with an object, 44 instances of fondling, and 6 instances of incest. While the percentage of survivors of sexual assault who may be fleeing or attempting to flee a situation is unknown, local service provider data does provide some context around the size and demographics of individuals in this qualifying population. Divas Who Win served 86 survivors of sexual violence in 2022.

Additionally The Cottage, a local sexual assault and children's advocacy center, served 21 survivors of sexual assault experiencing homelessness in 2022, a slight decrease from 25 served in 2021. The total number of survivors served in 2022 was 873, with 39% of those individuals (339) residents of Clarke County. Additional demographic data was available for 2021, but was

not able to be broken out by county of residence. In total 207 new adult clients were served, including 171 females, 18 males, 5 transgender individuals, 7 non-binary individuals, and 6 of unknown gender. 50 of these individuals identified as LGBTQ, 22 live with disabilities, 9 were English as a second language learners, and 5 were incarcerated. Additionally, The Cottage served 221 child clients in 2021, including 140 females and 81 males.

Human Trafficking: Current data on human trafficking in Athens-Clarke County was obtained from the Athens-Clarke County Police Transparency Hub Crime Map. Two cases of Trafficking – Commercial Sex Acts were recorded in 2022, and 1 case was recorded in 2021. The FBI Crime Data Explorer NIBRS table was in agreement with ACCPD data, indicating one human trafficking offense in 2021. Organizations assisting victims of human trafficking in Athens-Clarke County include The Cottage and Divas Who Win. The Cottage served 7 individuals identified as trafficking survivors in 2021. Divas Who Win assisted two survivors of sex trafficking in obtaining permanent housing in 2021, and assisted 11 survivors of sex trafficking in varying capacities in 2022.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

Households must meet one or more of several criteria to qualify for the "other" category. The size and demographics of populations meeting each of the criteria are detailed below.

A household which has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs): 2015-2019 CHAS data indicates that 7185 extremely low income renter households and 955 extremely low income homeowner households in Athens-Clarke County are experiencing severe cost burden.

Households which have an annual income between 30-50% AMI (very low income) and meet one of the following criteria:

A. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance: Athens-Clarke County was not able to obtain data for households meeting this criteria. The closest proxy available came from Athens Wellbeing Project 3.0 survey data. This survey asked participants how many times they had moved in the preceding two years. In total, 19% of respondents had moved twice in the past two years and 9% had moved 3+ times.

B. Is living in the home of another because of economic hardship: 2015-2019 CHAS data indicates that 25 very low income households have a family type of more than one family or one family with at least one subfamily. It is likely that many of these families are doubling up due to economic hardship. As of 2020 at least 243 students enrolled in Clarke County School District were living doubled up with another household. The number of these households with an extremely low income status is unknown.

C. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance: In total 2707 dispossessories were served in Athens-Clarke County between January 1 and December 15, 2022. 594 evictions were served during the same time period. As of December 15, 2022 145 households were served dispossessories within the past 21 days. Data is not available to

quantify what percent of these households meet the extremely low income threshold. However, data is available for a subset of households who applied for ARPA-funded eviction prevention assistance. Of the 417 households assisted by this program approximately 38% were very low income. For the program as a whole 82% of recipients were Black/African American, 17% were white, and 1% were of unknown race.

D. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low income individuals: At least 38 households are residing in a hotel not paid by a charitable or government program as of January 2023, but the income status of these households was unable to be determined. Thus it is unknown how many fall into the "at risk" population and how many fall into the other population. For more information on data collection for this population refer to the corresponding paragraph in the People At-Risk of Homelessness section.

E. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau: According to CHAS 2015-2019 data for Athens-Clarke County, 10 very low income renter households live in overcrowded conditions. This represents 0.1% of very low income households. No very low income homeowner households were reported as living in overcrowded conditions.

F. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution: GA Department of Corrections data indicate that 122 individuals (107 male and 15 female) with a home county of Clarke County were released in fiscal year 2022. GA Department of Corrections does not provide data on the income status of these individuals (or their household) following release. However, GA DoC data indicates that 47% of incarcerated individuals were unemployed prior to entering prison, while an additional 7% were employed only part time, indicating that these individuals are likely to qualify as very low or extremely low income.

The Georgia Department of Human Services provides data on the number of young adults exiting foster care by county in GA. In FY2022 eight youth aged out of foster care in Athens-Clarke County, compared with 10 youth in 2021 and 7 in 2020.

G. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan: The Athens-Clarke County Consolidated Plan identifies the following vulnerabilities that place households at an increased risk of becoming homeless: lack of educational attainment, lack of work history, poor health status, domestic violence (covered above), mental illness, and substance abuse.

Current data on the number of Athens-Clarke County residents who lack a high school diploma or GED was obtained from the American Community Survey 2017-2021. 1897 owner-occupied households have a householder who did not graduate high school, while 2015 renter households have a householder who did not graduate high school.

Current information on the percent of Athens-Clarke County residents affected by mental illness and substance use disorder was obtained from Athens Wellbeing Project 3.0 survey

data, collected in 2022. These values were used to estimate the affected number of very low income households, as shown in Table 12.

Veterans and Families that include a Veteran Family Members

Veterans and their families who qualify as part of any of the populations describe above are also eligible to benefit from HOME-ARP funded programs. ACCGov reviewed active clients (as of January 2023) in HMIS to determine the number and demographics of individuals who are currently experiencing homelessness, described on Table 15.

Table 15. Demographics of Veterans Experiencing Homelessness in 2021

Demographic	Number of Clients	Percentage of clients
Race		
Black, African American, or African	42	46.15%
White	47	51.65%
Missing	2	2.20%
Ethnicity		
Hispanic/Latin(a)(o)(x)	1	1.10%
Non-Hispanic/Non-Latin(a)(o)(x)	90	98.90%
Gender		
Female	10	10.99%
Male	80	87.91%
Multiple-Genders	1	1.10%
Age		
25 to 55	46	50.55%
56 to 65	32	35.16%
Over 65	13	14.29%
Disability		
Has a disabling condition	64	70.33%

Source: HMIS

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Prepared by
Athens-Clarke County Unified Government
Housing & Community Development Department
375 Satula Avenue
Athens, GA 30601

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 19, Bishop Park Improvements – Public Art Location & Type Approval and SPLOST 2011 Project 21, Public Art Program – Proposed Project Concept

DATE: ~~January 18, 2023~~ February 28, 2023

BUDGET INFORMATION:

REVENUES:	$ 218,000	FY23 Capital Fund Balance
	$ 282,000	SPLOST 2011 - Project 16, Park Improvements
	$ 15,000	SPLOST 2011 - Project 21, Public Art Program
	$ 4,900,000	SPLOST 2020 - Project 19, Bishop Park Improvements
	$ 5,415,000	Total Revenue Available
EXPENSES:		
CAPITAL:	$ 464,198	Expensed & Encumbered (Includes Design Fee)
	$ 3,800,000	Designated for Construction
	$ 200,802	Designated Misc./ PM Fees/ Testing Permitting
	$ 100,000	Designated Furniture, Fixtures, & Equipment (FF&E)
	$ 805,000	Designated Contingency
	$ 45,000	Available for Public Art
OPERATIONAL:	$0/yr	
FUNDING SOURCES:		
CAPITAL:	SPLOST 2020 Project 19, SPLOST 2011 Project 21, SPLOST 2011 Project 16, Capital Fund Balance	
OPERATIONAL:	General Fund	

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the Athens Cultural Affairs Commission (ACAC) recommended Public Art Locations #1 and #2, as generally shown in **Attachment #1,** as part of the SPLOST 2020 – Project 19, Bishop Park Improvements**;**

b. Approve the Proposed Project Concept, for SPLOST 2011 – Project 21, Public Art Program, to supplement the Bishop Park Public Art Budget to provide for two pieces of gateway art, funded by additional budget of $15,000 from SPLOST 2011 – Project 21, Public Art Program as part of the SPLOST 2020 Project 19;

c. Approve the ACAC recommended Art Type for both the Art Locations #1 & #2 as three-dimensional gateway art; and,

d. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On January 1, 1972, Athens Mayor Julius Bishop announced a purchase agreement for the Athens Fairground property for the development of a recreational park. The initial 23-acre property on Hawthorne Avenue was held by the Athens Fairgrounds Association, who at the time used the property for the annual county fair.

2. In December 1973, the City of Athens began construction of the park. The first phase included site preparation and grading, two basketball courts, three softball fields, six lighted tennis courts, picnic tables, and parking for 275 cars.

3. In 1974, the Athens City Council voted to name the park, originally conceived as the Athens Fairgrounds Park, in honor of Mayor Bishop for his pivotal role in its development.

4. In 1975, construction of the Bishop Park gymnasium began and was completed the following year.

5. In summer 1977, the park's swimming pool opened.

6. In 1984, the parking area was expanded using additional land acquired along Sunset Drive.

7. In 1989, three tennis courts were constructed in the park near Sunset Drive.

8. In 1996, SPLOST IV Project #27 provided for the construction of two covered tennis courts.

9. In Fall 2013, nine tennis courts were reconditioned as a part of SPLOST 2011 Project #16, Sub-Project #3, Park Facilities Improvements.

10. On July 10, 2018, staff presented the draft master plan revision to Mayor and Commission at their July work session.

11. On August 7, 2018, M&C approved the Bishop Park Master Plan. To view this document please go to the following link: https://www.accgov.com/DocumentCenter/View/52453/Bishop-Park-Master-Plan-2018---reduced

12. On November 5, 2019, Athens-Clarke County (ACC) voters approved the SPLOST 2020 Program Referendum. This Referendum included the Bishop Park Improvements (SPLOST 2020 Project 19).

13. On May 12, 2021, the ACAC recommended that SPLOST 2020 – Project 19, Bishop Park Improvements be designated as appropriate for public art with a budget amount of 1% of the proposed construction budget. **(Attachment #2)**
14. On June 1, 2021, the M&C approved the Master Implementation Plan and Funding Schedule for the SPLOST 2020 Program. The SPLOST 2020 – Project 19, Bishop Park Improvements, included funding programmed for Tiers #1, #2, & #3.

15. On August 16, 2021, a User Group, consisting of Emily Mann, Eric Eleton, Mel Cochran Davis, Johnathan Foggin, Sybilla Beckmann, Usha Rodriques, was established for the project.

16. On September 30, 2021, the Unified Government of Athens-Clarke County (ACCGov) advertised an RFP #01055 for Professional Design Services for the Bishop Park Improvements.

17. On November 9, 2021, during the regularly scheduled work session, the SPLOST – 2020 Project 19, Sub-Project #1 Bishop Park Improvements Project Concept was presented to the M&C.

18. On November 15, 2021, the SPLOST 2020 Oversight Committee unanimously confirmed that the Proposed Project Concept List was in alignment with the goals set forth within the Bishop Park Improvements Initial Project Statement.

19. On December 7, 2021, the M&C approved the Project Concept and designated Lose Design as the Professional Design and Construction Administration Services for Bishop Park Improvements.

20. On June 14, 2022, at the M&C regular scheduled work session, staff presented the Proposed Bishop Park Schematic Design.

21. On August 2, 2022, the M&C approved the SPLOST 2020 – Project 19, Sub-Project #1 Proposed Schematic Design.

22. On September 8, 2022, the User Group participated in the Bishop Park site visit and identified potential locations for Public Art. (F&I #4)

23. On January 9, 2023, ACAC approved the User Group recommended Art Location #1, as generally shown in **Attachment #1**, at the southwestern park pedestrian entrance on Hawthorne Ave. near Oglethorpe Ave. for a gateway art as part of the SPLOST 2020 – Project 19, Bishop Park Improvements.

24. On February 13, 2023, ACAC approved the Art Location #2, as generally shown in **Attachment #1**, at the northwestern park pedestrian entrance on Hawthorne Ave. near Prince Ave. for gateway art and approved additional funding of $15,000 sourced from the SPLOST 2011 – Project 21, Public Art Program budget. Consequently when combined with the $30,000 of original funding, the total funding for Bishop Park Improvements Public Art is $45,000.

25. On February 20, 2023, the Proposed Project Concept ~~will be~~ was presented to the SPLOST 2020 Oversight Committee for confirmation that the Proposed Project Concept meets the intent of the SPLOST 2011 Project 21 Initial Project Statement. The Agenda Report ~~will~~ is revised based on the outcome of the SPLOST 2020 Oversight Committee Actions. The Oversight Committee confirmed that the Proposed Project Concept is consistent with the Initial Project Statement.

FACTS & ISSUES:

1. The Initial Project Statement of SPLOST 2020 Project 19 reads as follows:

   Bishop Park Improvements, *will provide funding for the most critical improvement needs as identified in the Bishop Park Master Plan, as may be amended by the Mayor and Commission from time to time. Depending upon costs and funding availability, examples of eligible subprojects may include, but not be limited to, reconstruction of the aquatics area, including replacement of the pool and ancillary structures, new splash pad, pool house with restrooms, new playground with an adjacent pavilion and restrooms. To the extent available, remaining funds may be used to target the pedestrian improvement and fence project along Hawthorne Avenue. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. Some of the park's infrastructure dates to the original fairground construction in the 1950's with most of the remaining infrastructure added during the park's construction in the 1970's. This infrastructure has exceeded its useful life and needs replacement. Water, sewer, and electrical failures are regular issues throughout the park. All original infrastructure and structures predate modern building codes and fail to meet accessibility standards. The proposed master plan reconfigures portions of Bishop Park's infrastructure as part of needed renovations and projects to better support current patterns of use, while preserving the community character.

3. The proposed final schedule, assuming approval of the Project Concept Design, is as follows:
   - Final Design and Permitting – March 2023
   - Bidding and Award Project Contractor – May 2023
   - Construction Notice to Proceed – June 2023
   - Pool Closure – Summer of 2023
   - Pool Completion – April 2024

4. The User Group held a site visit with the ACAC members to identify potential locations for art at Bishop Park including: park pavilion, pavilion entry/parking area, pool area, tennis area and Hawthorne Ave entry. The various art types for the chosen potential locations were presented to the User Group. An online survey was conducted to capture the User Group's choice for site location and art type. The User Group survey results concluded the southwestern park pedestrian entrance on Hawthorne Ave. near Oglethorpe Ave. (Location #1),

as generally shown in **Attachment #1**, as the preferred location for a three-dimensional gateway art piece.

5. The ACAC and Leisure Services staff recommended an additional three-dimensional gateway art piece for the northwestern park pedestrian entrance on Hawthorne Ave. near Prince Ave., as generally shown in **Attachment #1**, at the proposed Location #2. The ACAC also recommended to provide an additional funding of $15,000, from the SPLOST 11 – Project 21, Public Art Program, to create a combined budget of $45,000 for the two locations.

6. The ACAC anticipates the following schedule:
   - M&C consideration of the Proposed Art Locations & Type and Proposed Project Concept – March 7, 2023
   - Call for Art – June-August 2023
   - M&C approval for Artist & Art Style – August 2023
   - Notice to Proceed – September 2023
   - Completion – April-May 2024 (approximately same time as pool completion)

7. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
   - Drive community transformation with a focus on creating spaces that are respectful and welcoming

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OPTIONS:

1. Mayor and Commission:
   a. Approve the Athens Cultural Affairs Commission (ACAC) recommended Public Art Locations #1 and #2, as generally shown in **Attachment #1,** as part of the SPLOST 2020 – Project 19, Bishop Park Improvements**;**

   b. Approve the Proposed Project Concept, for SPLOST 2011 – Project 21, Public Art Program, to supplement the Bishop Park Public Art Budget to provide for two pieces of gateway art, funded by additional budget of $15,000 from SPLOST 2011 – Project 21, Public Art Program as part of the SPLOST 2020 Project 19;

   c. Approve the ACAC recommended Art Type for both the Art Locations #1 & #2 as three-dimensional gateway art; and,

   d. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission deny approval of the proposed Art Location & Type.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, b, c, & d

DEPARTMENT: Prepared by: Madhuri Angadi/Diana Jackson, SPLOST Program Administrator, for the Athens Cultural Affairs Commission

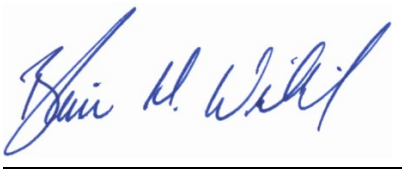


February 16, 2023

Keith D. Sanders, SPLOST Program Administrator Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, c, & d



February 16, 2023

Manager Date:

ATTACHMENTS:
Attachment #1 – Bishop Park Art Locations Site Map
Attachment #2 – ACAC Recommendation Letter for Public Art



Art Location #1
southern park pedestrian
entrance on Hawthorne Ave.
near Oglethorpe Ave.

Art Location #2
northern park pedestrian
entrance on Hawthorne Ave.
near Prince Ave.

ATHENS
Cultural
Affairs
COMMISSION

May 12, 2021

To SPLOST, Mayor & Commission,

At our May meeting (May 10, 2021), the Athens Cultural Affairs Commission (ACAC) met, discussed, and voted on the SPLOST 2020 project list, and the following are our determinations of which SPLOST 2020 projects should have a public art component.

We find the following projects suitable for public art:
Project 1: Facilities Space Modernization
Project 2: Affordable Housing
Project 3: Classic Center Arena
Project 6: Fire Station #5 Replacement
Project 10: Environmental Mitigation & Restoration
Project 11: Renewable Energy
Project 13: Holland Youth Sports Complex Improvements
Project 15: Sandy Creek Nature Center Exhibit
Project 16: Memorial Park Improvements
Project 17: Beech Haven
Project 18: Tallassee Forest Nature Preserve
Project 19: Bishop Park
Project 20: Parks Facilities Improvements
Project 21: Bear Hollow Zoo Improvements
Project 23: Athens Youth & Community Facilities
Project 24: Animal Shelter Improvements
Project 25: East Side Public Library
Project 26: Recovered Material Processing & Reuse
Project 28: Mental Health Recovery Facility
Project 29: Welcome Center Access Improvements

(Suitable for Public Art, continued)
Project30: Airport Capital Improvements
Project 31: Vincent Drive Sidewalk
Project 32: Tallassee Road Connector
Project 33: Jackson Street Art Walk
Project 34: Water Trails
Project 35: Live Stream Pipe Replacement

We find the following projects unsuitable for public art:
Project 4: SPLOST Bond Debt Service
Project 5: Fire Department Equipment
Project 7: E911 Phone System Replacement
Project 8: Public Safety Vehicle & Equipment
Project 9: Mobile Medical Services Facility
Project 12: Greenspace Acquisition & Sustainability
Project 14: Athens West Park
Project 22: Broadband Connectivity Enhancement
Project 27: Facilities Equipment/Systems Replacement
Project 36: City of Winterville Projects
Project 37: Town of Bogart Projects

ACAC is in our 10th year, and it has taken a lot of intergovernmental collaboration to get where we have. We thank the SPLOST Office, Mayor & Commission, and various ACCGov employees for their continued advocacy, work, and imagination as we all work to build an Athens that "looks how it feels." ACAC pledges to continue its devotion to enhancing the aesthetic development of built environment throughout our county, through these SPLOST projects and beyond.

Sincerely,

Andrew Salinas
Athens Cultural Affairs Commission, Chairperson

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: TSPLOST 2018 Project 06, Firefly Trail Project – Public Art – Artist, Art Type & Style

DATE: ~~January 23, 2023~~ February 28, 2023

BUDGET INFORMATION:

REVENUES:	$	16,166,455	TSPLOST 2018 Project 06 (All Tiers)
EXPENSES:			
CAPITAL:	$	14,567,079	Expensed and Encumbered
	$	437,252	Designated Land Acquisition for Sub-Project #3
	$	896,877	Designated for Sub-Project #3 Construction
	$	91,142	Designated Design/Testing/Misc/PM/FFE (All Sub-Projects)
	$	60,855	Designated Project Contingency
	$	113,250	Designated Public Art (All Sub-Projects)

OPERATIONAL: $0/yr

FUNDING SOURCE:
CAPITAL: TSPLOST 2018 Project 06

OPERATIONAL: General Fund

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:
To request that the Mayor and Commission:

a. Approve the recommendations of the Athens Cultural Affairs Commission (ACAC) for the selection of the artist ~~*(To Be Determined)*~~ Steven Gutierrez to provide the public art type and style as shown on **Attachment #1** for Public Art Location #1 as part of the TSPLOST 2018 Project 06 – Firefly Trail Project**;**

b. Approve the recommendations of the ACAC for the selection of the artists Jim Benedict & Lily Kuonen to provide the public art type and style as shown on **Attachment #2** for Public Art Location #2 as part of the TSPLOST 2018 Project 06 – Firefly Trail Project**;** and

c. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On November 2, 2010, Athens-Clarke County voters approved the SPLOST 2011 Program Referendum. The referendum included the Rails- to-Trails (R2T) Network Program (SPLOST 2011, Project 08). (TSPLOST 2018 Project 06 – Firefly Trail is a continuation of this previous R2T Network Program).

2. On December 3, 2013, M&C approved the continuation of SPLOST 2005, Project #029, Sub-Projects #1 and #2 as SPLOST 2011, Project #08, R2T Network Program Project Concepts for Sub-Project #1 and #2 and authorized staff to acquire as much right-of-way/property as necessary along the rail bed between Old Winterville Road and Winterville Road to specifically include those areas impacted by the potential future GDOT project.

3. On November 7, 2017, the voters of Athens-Clarke County approved the TSPLOST 2018 Program Referendum, which included the Project 06 – Firefly Trail Project.

4. On December 20, 2017, the Project User Group formed for the SPLOST 2011 program was contacted and asked to continue service for the TSPLOST program. The User Group effort consists of providing project design input and to act as a liaison to larger community groups such as the Rail to Trail Committee and Firefly Trail, Inc.

5. On January 2, 2018, M&C approved the TSPLOST Funding Schedule for the TSPLOST 2018 Program. The TSPLOST 2018 Project 06 – Firefly Trail Project included funding programmed for Tiers #1 through #5.

6. On February 6, 2018, the Athens Cultural Affairs Commission (ACAC) offered a recommendation in accordance with Athens-Clarke County Code Ordinance, Section 1, Title I, Chapter 1-25-6, and Additional Funding for Public Art, to the M&C related to the use of public art for TSPLOST 2018 Project 06 – Firefly Trail Project at the rate of approximately 1% of the construction budget. The User Group and Staff concurs with this recommendation.

7. On July 27, 2018, the Public Art entitled Trail Blossom located in Dudley Park was dedicated on the first segment of the Firefly Trail. The Trail Blossom is a stand-alone art structure with integral seating.

8. On March 5, 2019, M&C approved Preliminary Plans for Firefly Trail (TSPLOST 2018, Sub-Project #2), approved ACCGov Public Utility Department Recycled Water main (non-potable reuse system) as an appropriate joint use development as part of the Firefly Trail Project (Sub-Project #2), and authorized staff to advance the project to the Bid & Award phase.

9. On May 5, 2020, M&C approved the construction services contract for Firefly Trail Sub-Project #2 that begins at Old Winterville Road and terminates at Spring Valley Road/ Hancock Road intersection.

10. On September 13, 2021, the User Group participated in the Firefly Trail Corridor site visit and identified potential locations for Public Art along the Firefly Trail Corridor.

11. On October 1, 2021, M&C dedicated Firefly Trail Sub-Project #2.

12. On June 3, 2022, ACAC approved Art Location #1 along the trail at the intersection of the Winterville Road and Indian Hills Road and Art Location #2 along the current trailhead near Lexington Road and Old Winterville Road, as generally shown on **Attachment #3**, as recommended by the User Group.

13. On August 2, 2022, the M&C approved the ACAC recommended Public Art Locations #1 and #2 along the Firefly Trail Corridor as part of the TSPLOST 2018, Project 06 – Firefly Trail Project.

14. On November 17, 2022, the ACAC released a call for art to solicit formal qualifications for Art Location #1 and formal proposals for Art Location #2. The calls were posted on the ACAC's page on the ACCGov's website. (See F&I #3 & #4)

15. On January 16, 2023, the ACAC received 42 qualifications for Art Location #1 and 28 proposals for Art Location #2. The information for these is shown in **Attachment #4**.

16. On January 18, 2023, the ACAC convened the art selection panel. The art selection panel reviewed the 42 qualifications for Art Location #1 and selected five artists to provide formal proposals for Art Location #1 by February 20, 2023.

17. On January 25, 2023, the ACAC convened the art selection panel. The art selection panel reviewed the 28 proposals for Art Location #2 and selected a proposal of Jim Benedict & Lily Kuonen as the most appropriate and preferred artwork for the project as shown in **Attachment #2**.

18. On February 23, 2023, the ACAC ~~will reconvene~~ reconvened the art selection panel to review and select the proposal of highest scoring artist ~~***(To Be Determined)***~~ Steven Gutierrez as preferred artwork for Art Location #1 as shown in **Attachment #1**.

FACTS & ISSUES:

1. The initial project statement for the TSPLOST 2018, Project – 06 Firefly Trail Project reads as follows:

   TSPLOST 2018, Project 06 – Firefly Trail Project*, will provide for the land acquisition, design, and construction of additional length of the Firefly Trail from the end of the work being done under the SPLOST 2011 Program, generally at the intersection of Old Winterville Road and Little Oak Street, through towards the project's eastern terminus at the county line in Winterville. A typical trail cross-section comprises of a 10 to 12-foot wide concrete trail with storm water amenities. Flexible use of construction materials and consideration of narrower trail widths may be used as necessary to keep cost within budget and allowing for more trail to be built. The project includes the design and construction of an approximately 500-foot bridge, with a 10 to 12 foot trail deck width, spanning Trail Creek in Dudley Park and South Poplar Street. This bridge, when completed will allow for a complete at grade trail from downtown Athens to the ultimate end of the trail at the county line in Winterville.*

2. M&C previously approved two locations for Public Art: 1) along the trail at the intersection of the Winterville Road and Indian Hills Road; and 2) along the current trailhead near Lexington Road and Old Winterville Road. (History #13)

3. For Art Location #1, ACAC advertised a call as Request for Qualifications (RFQ) for a sculpture of landmark-scale that will serve as a shade shelter for pre-existing resting area. In the RFQ process, artists submit resumes, references, and examples of previous work. The selection panel reviews and scores their previous work and selects up to five finalists to submit proposals. Finalist artists will then have four weeks to create and submit final proposals. The selection panel meets for the second time to review and score the final proposals and make a final selection.

4. For Art Location #2, ACAC advertised a Request for Proposals (RFP) for a sculpture of landmark-scale and viewable from the trail and adjacent roadways. In the RFP process, interested artist submits a full proposal along with resume, references and examples of previous work. The selection panel reviews and scores their proposals to make a final selection.

5. Following the ACAC Policy and Procedures for artist selection, the ACAC and the User Group specified the public art goals & criteria as follows:

The goals for public art in this project are to enhance the visual and experiential appeal of the Rails-to-Trails Network for all users, and foster community identity and pride. The stakeholder group guiding the project has identified the following criteria for the artwork:

- Original work created by the submitting artist (or team)
- Quality art in both design and execution
- A three-dimensional installation that is landmark-scale, viewable from the trail, the road and perhaps from vantage points outside the trail.
- Incorporates Rail-Trail themes, alternative transportation themes
- May incorporate a functional element, such as a bench or bike rack
- Should not require water or electricity
- Materials should be highly durable, non-toxic, and resistant to normal weathering and vandalism
- Minimal, Ease of maintenance; no electricity or running water is available at the site
- Public safety

6. For Art Location #1, the selection meeting was held at Lyndon House Arts Center and was facilitated by Tatiana Veneruso, ACCGov's Public Art coordinator. The selection panel was a group of staff and local stakeholders chosen by ACAC, including Helen Kuykendall, Todd Miller, Rose West, and Lauren Laughy. (History #16)

7. For Art Location #1, the selection panel selected five finalists and paid design fees to create and submit final proposals for the following artists:

- *James Rizzi*
- *Amie Jacobson*
- *Steven Gutierrez*
- *Nino Alicea*
- *Gillie & Marc Schattner*

8. For Art Location #2, the selection meeting was held at Lyndon House Arts Center, was facilitated by Tatiana Veneruso, ACCGov's Public Art coordinator. The selection panel was a group of staff and local stakeholders chosen by ACAC including Donna Brumby, Kimberly Davis, Rose West, Todd Miller, Lauren Laughy, Marissa Chastain, Daniel Sizemore. (History #17)

9. Based on the selection criteria, the selection panel reviewed the proposals of artists by looking at appropriateness for the public use, quality and originality of design, artist's experience, maintenance, safety, and subject matter. The selection panel recommends the highest scoring artist ~~*(To Be Determined)*~~ Steven Gutierrez and the proposed public art type and style as shown in **Attachment #1** for Art Location #1.

10. Similarly for Art Location #2, the selection panel recommends artists Jim Benedict & Lily Kuonen as the highest scoring artist and the proposed public art type and style as shown in **Attachment #2**.

11. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Good Neighbors Goal, Strategy D: *Drive community transformation with a focus on creating spaces that are respectful and welcoming: Develop a culture of place-making through applicable projects.*

OPTIONS:

1. Mayor and Commission:
   a. Approve the recommendations of the Athens Cultural Affairs Commission (ACAC) for the selection of the artist ~~*(To Be Determined)*~~ Steven Gutierrez to provide the public art type and style as shown on **Attachment #1** for Public Art Location #1 as part of the TSPLOST 2018 Project 06, Firefly Trail Project**;**

   b. Approve the recommendations of the ACAC for the selection of the artists Jim Benedict & Lily Kuonen to provide the public art type and style as shown on **Attachment #2** for Public Art Location #2 as part of the TSPLOST 2018 Project 06, Firefly Trail Project**;** and

   c. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission deny approval of the proposed Art Locations.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, b, & c

DEPARTMENT: Prepared by: Madhuri Angadi/J. Derek Doster, SPLOST & TSPLOST Program Management, on behalf of Athens Cultural Affairs Commission, for



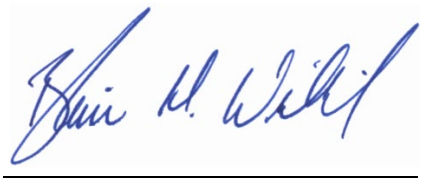
Keith D. Sanders, TSPLOST Program Administrator — Date: February 10, 2023



Kent Kilpatrick, Leisure Services Director — Date: February 13, 2023

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, & c



Manager — Date: February 14, 2023

ATTACHMENTS:

Attachment #1 – ~~***(To Be Determined)***~~ Proposed Public Artist, Art Type & Style for Art Location #1
Attachment #2 – Proposed Public Artist, Art Type & Style for Art Location #2
Attachment #3 – Public Art Locations Map
Attachment #4 – Listing of Qualifications and Proposals Received

Lighting Our Path

Solar-powered LED public artwork for Athens, Georgia



Title: Lighting Our Path
Stainless Steel and Acrylic
Solar Powered Sculptures

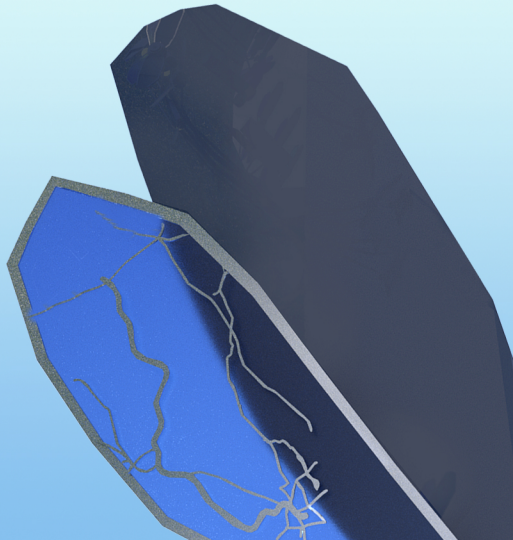
Lighting Our Path

Thank you for the opportunity to submit this proposal.

As a designer and artist (and engineer) with experience in public art, my process is very iterative. If the designs are exciting, but could use a tweak from the stake holders who understand the trail better, then I welcome the collaborative process.

The art needs to be cherished by those who will use it. If chosen, I would also plan to improve my designs through a site visit, discussions with your committee, local engineers, and talks with other community members that could aid in this process.

Items to discuss could include interactive features, using some of the solar energy to charge phones, cooling, etc.

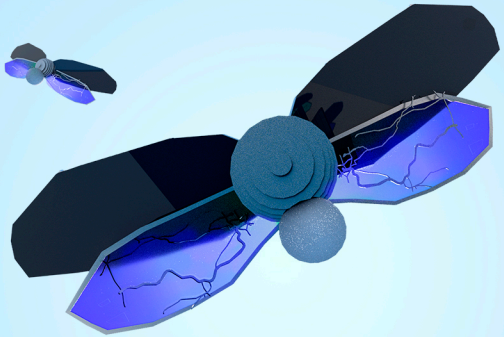


Lighting Our Path

Solar Art is good

I understand the committee appreciated my solar work. I was very excited when I heard I was a finalist as the design does indeed seem like a natural fit for a solar-powered artwork. However, my designs considered the possibility that the committee may not need solar and that the artwork should also work beautifully during the day. Thus, my proposals (with some modifications) should work with or without solar.

I did have a hard time deciding between two, as depending on the taste of the community one might be a clear winner. I could choose one if requested, but until I get to visit, I assumed your group would have a better guess of the taste of the town.



Lighting Our Path

Process:

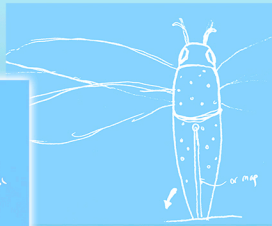
I thought I would take this opportunity to go beyond the standard firefly shape and move towards a more representational version. When asking about the origin of the name “Firefly” trail, I was inspired by the story shared by your team about the sparks from the train that would look like fireflies in the night. While drawing some concepts I became excited about one of my sketches of fireflies in the grass that also looked like sparks. I was also excited about doing a more formal version that creates a more elegant design. Thus, I would like to propose the following renderings which are inspired by the story, shows the fireflies in their natural habitat of grasses, and emphasizes the progress of Athens Georgia.



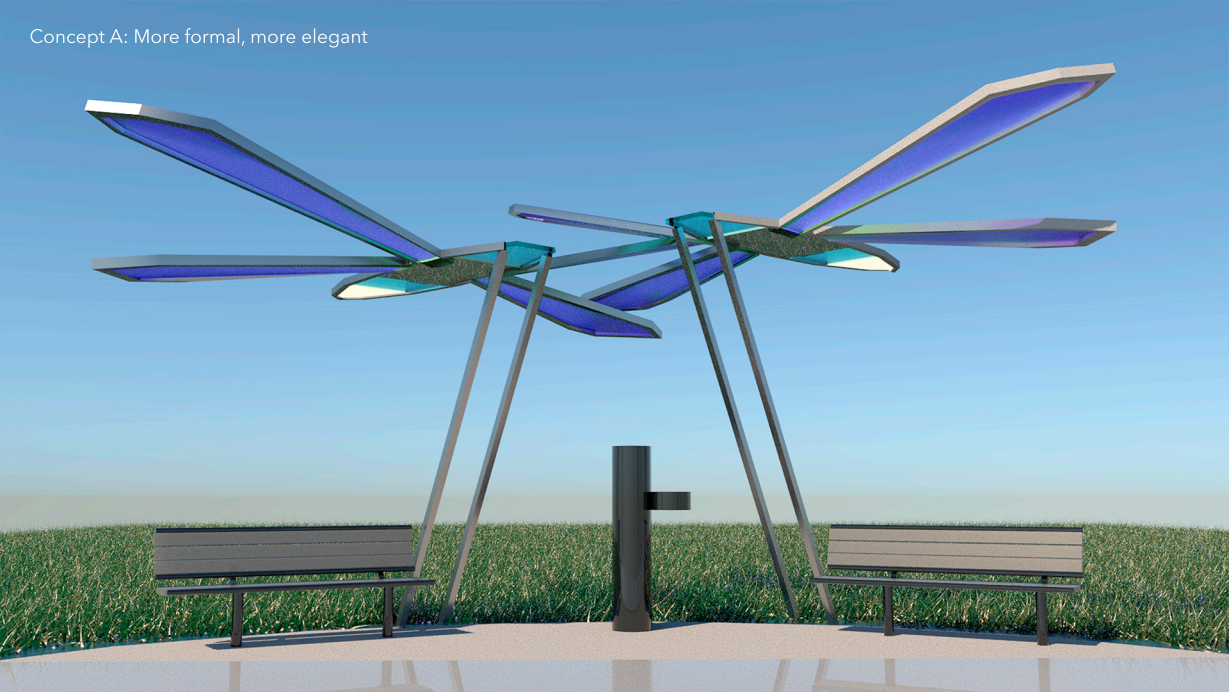


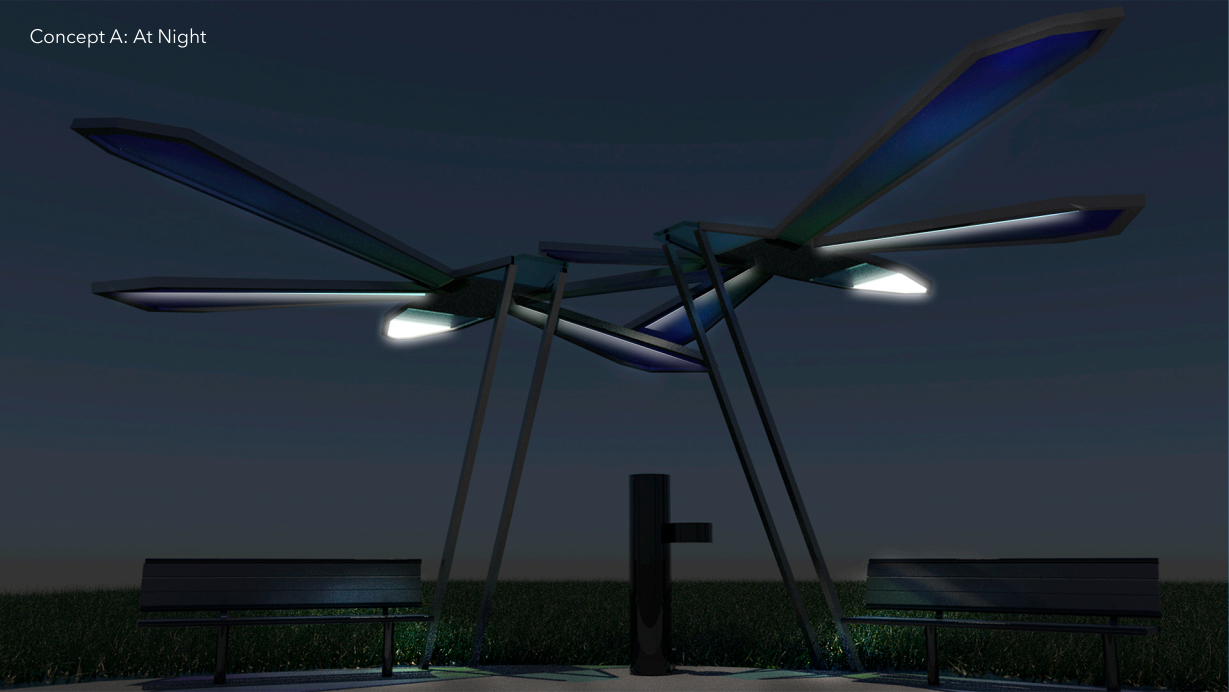




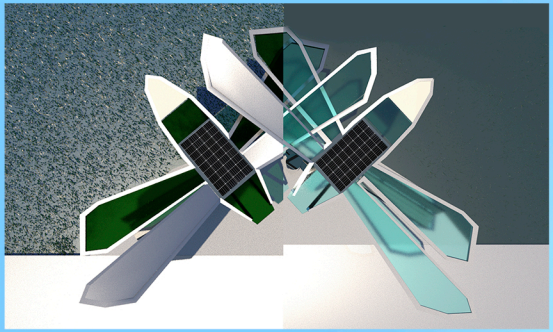


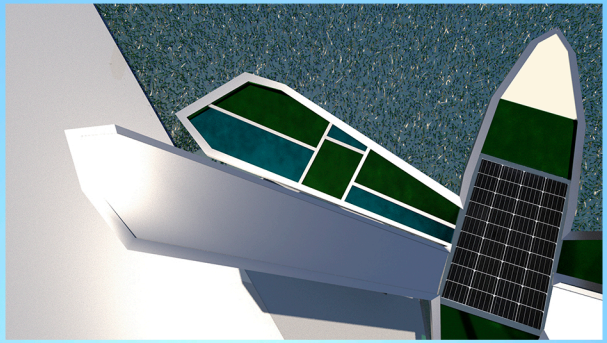


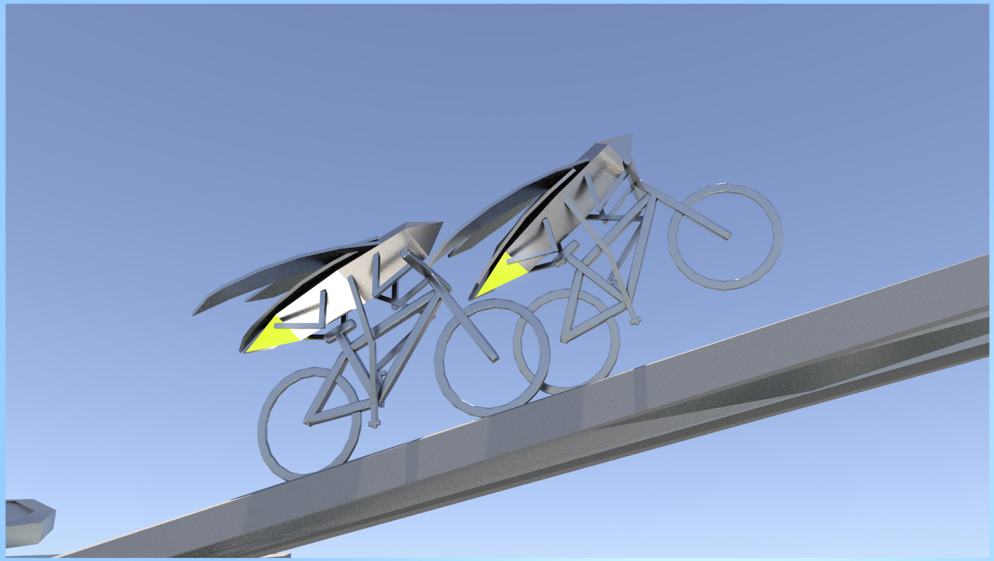

Concept A: More formal, more elegant


Concept A: At Night

Concept A: Discuss wing design options

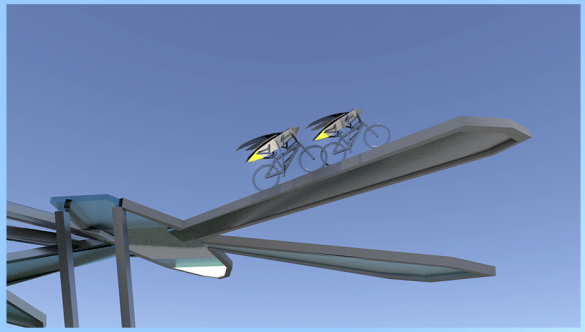


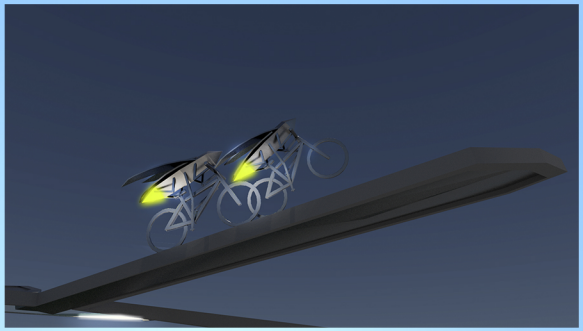




Biking Fireflies could be located anywhere on formal sculpture or other concept sculpture.

Blended Concepts: Formal with a little fun

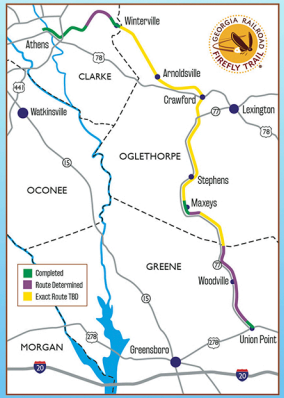


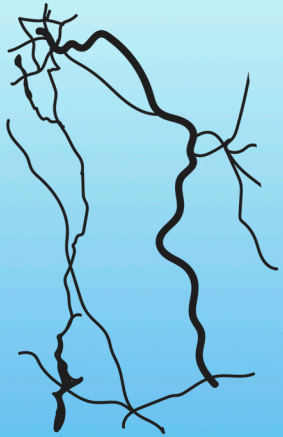


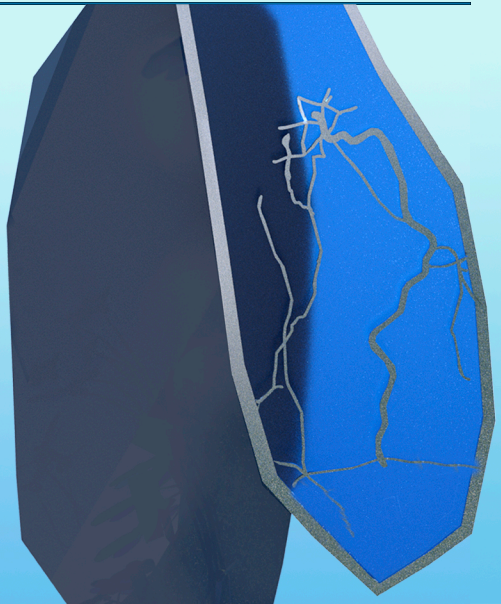
Lighting Our Path

Details in the work:

I enjoy integrating details into the work like etching stories into stainless steel, or creating motifs based on my research. Although I hope to do more fun details for this work, one idea includes using the Firefly Trail Map, roads, and rivers as the wing vein structure.

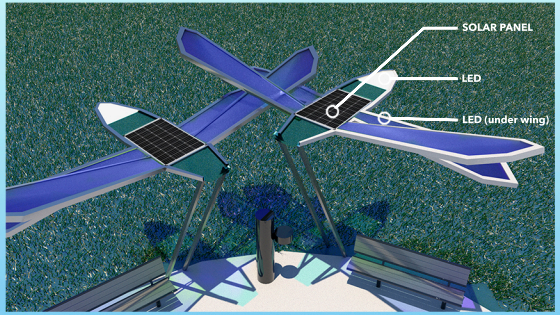


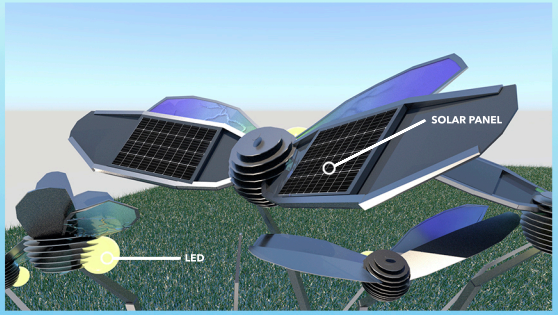




Lighting Our Path

Solar and LED location:





Lighting Our Path

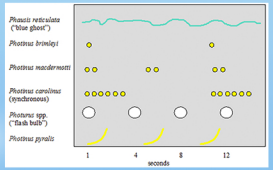
Solar Power specifications for Lighting Our Path Public Art work:

SOLAR PANEL
200 - 300 Watt

BATTERY STORAGE
150 - 200AH(Amp-Hours) AGM 12 VOLT BATTERY = 1800 - 2400WH(Watt-Hours)
Standard recommendation is to only use 50% of battery storage for longer battery lifespan. Location of battery to be determined based on research of space and recommendations from discussions with Athens.

LEDs
Potential Night Programs: 2 - 4 hours after sunset of 200W - 500W total of LEDs
3500 Temperature **yellow** light to minimize insect confusion and attraction

FLICKERING, FLASHING AND J SHAPES
Discussion with group about the safety of slow flashing on and off, flickering and/or other options to mimic the ways fireflies communicate and also fall in love.



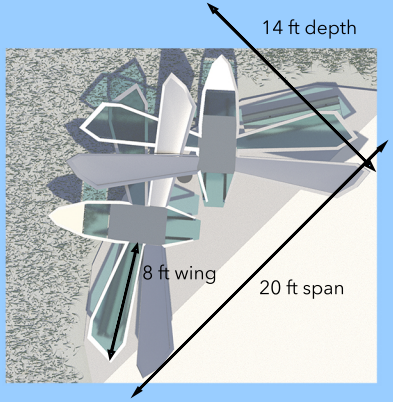
Flickering Patterns

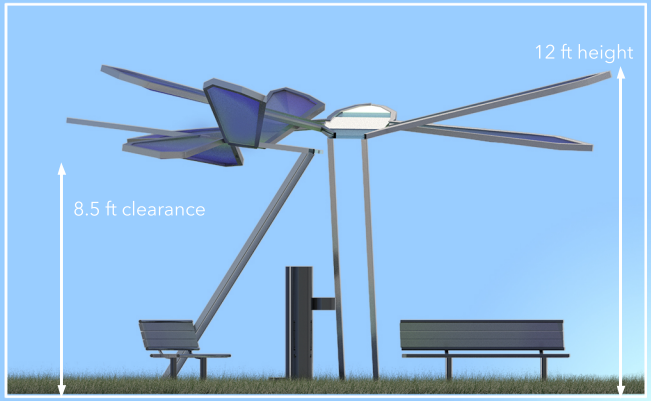


Photinus pyralis

Lighting Our Path

Dimensions for Concept A:

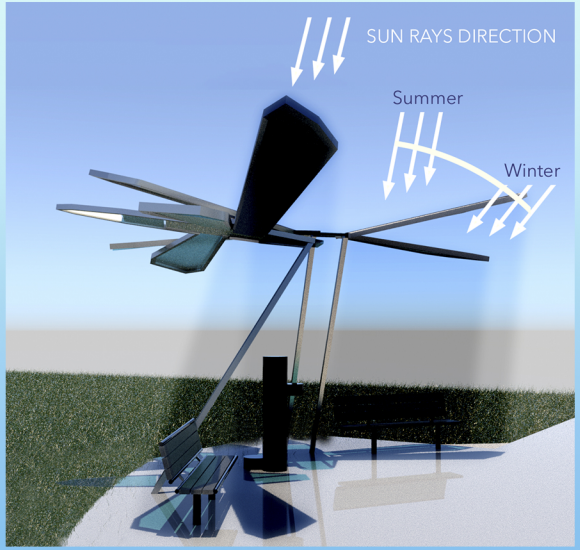




Lighting Our Path

Sun calculations to optimize sun shelter:

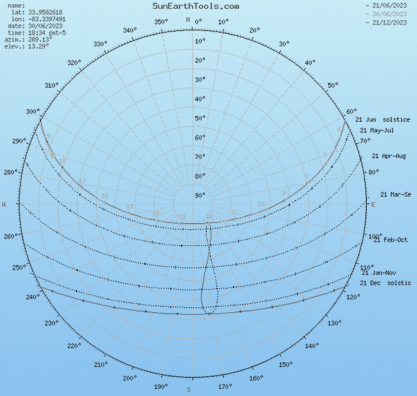
Due to the location of the shelter and the location of the sun, any canopy needs to overhang, at least slightly, over south side.



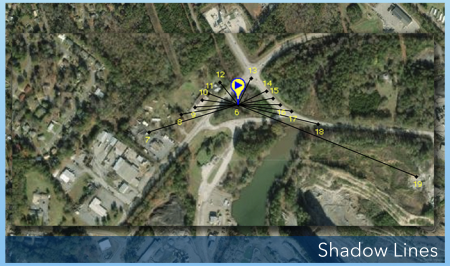
Lighting Our Path

Sun calculations to optimize sun shelter:

During design phase, we can optimize location and scale of canopy to better fit the needs of the community and shading required. By speaking to hikers, local running and cycling clubs, we can configure the best options.







Lighting Our Path

Budget for Lighting Our Path Public Art work:

MATERIALS	
Stainless Steel (with screws)	14000/16000
Plexiglass	4000/2000
LED	1000
Solar Panels, Battery, Electronics	2000
Landscaping, foundation	3000
GENERAL	
Artist fee	11000
Design	2000
Fabrication	22000
Contingency	7500
Meetings/Residency	1500
Transportation	2000
FINAL PROCESS	
Regulation: engineer, insurance	2000
Installation	2000
Documentation	1000
Total	**75000**

SPECIAL EQUIPMENT

During installation:
Standard Ladder

Potential Needs:
Scissor Lift, tall ladder or similar depending on design chosen



Lighting Our Path

Maintenance specifications for Lighting Our Path Public Art work:

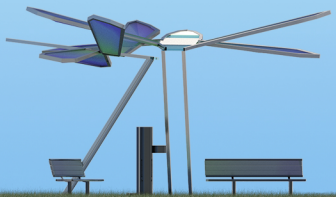
SOLAR PANEL and CONTROLLER
20 year expectency with slow degradation of energy production to 80%. Continued degredation of less than 1% per year but still functional. The solar controller which manages the charging of the battery has a 15 year expectancy.

BATTERY
Possible life expectancy of about 6 - 8 years for AGM battery.
Would like to discuss Lithium-Ion with a life expectancy of about 15 - 20 years, but those have other advantages/disadvantages.
[Have not used in the field yet since my past locations have been in freezing temperatures which do not allow for Lithium-Ion.]

LEDs
20 years minimum expectancy for desired use. Will design sculpture for easy bulb changing.

STAINLESS STEEL
50 years - 100 years designed assuming no sitting water for prolonged periods.
Expect **yearly** inspection of bolts and other critical connections.

ACRYLIC
20 years minimum expectancy with color fading over decades. Acrylic is dyed at manufacturing, so color is through-out material so no flaking will occur.



Lighting Our Path

Conservative timeline for Lighting Our Path Public Art work:

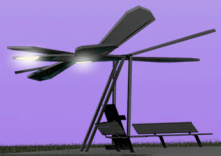
APRIL 2023
Site visit to meet Athens-Clarke County team, community, and other relevant stake holders.
Bike and/or Jog on path, sit on benches to make any subtle tweaks or modifications for an exacting design.
Begin planning design for fabrication.

MAY 2023
Begin ordering materials, double-checking design for fabrication, submit final designs for approval.

JUNE - OCTOBER 2023
Fabrication process including potential delays on supplies, health, etc.
Complete concrete foundation attachment designs.
[Monthly documentation to show progress.]

- SEPTEMBER or OCTOBER 2023 - Concrete foundation setup
- OCTOBER 2023 - Concrete and/or other foundation finalizing

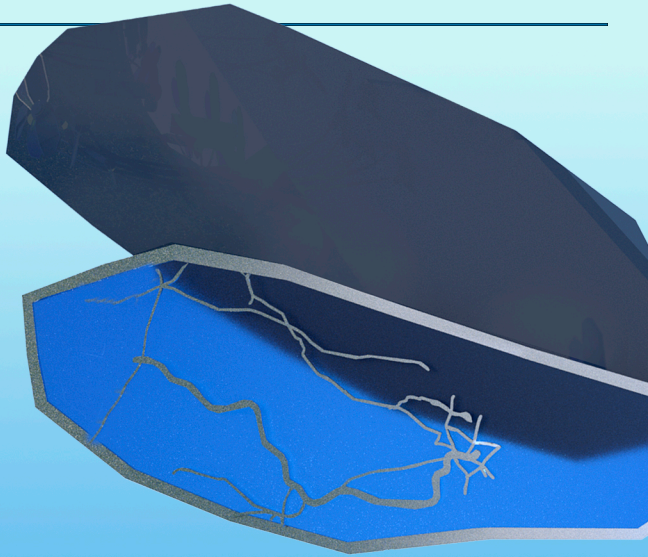
NOVEMBER 2023/DECEMBER 2023
Transportation to site and installation



Lighting Our Path

Thank you for the opportunity to submit this proposal.

THANK YOU



Jim Benedict & Lily Kuonen
Public Art Team

2905 Dellwood Ave. Jacksonville, FL 32205 // prof.benedict@gmail.com // lilykuonen@gmail.com

Public Art Concept Design Narrative // Firefly Trail Network

Proposed Working Title: Georgia Railroad Lantern

Description of Artwork: The proposed sculpture depicts two emblematic fireflies communing atop an ascending vertical structure and base. The design utilizes components of the historic trestle bridge, the railroad rails, and structural steel that connects to the history and story of this scenic Georgia rail trail system. As an emblem of this trail, the fireflies are a beacon. They are a true icon: reigniting memories of childhood; heralding the adventure of summer nights; and their mesmerizing rhythms seem to connect us through time to a sense of home. Along railways, a bright green light is a signal for all clear, and a safe pathway. This connects symbolically and visually to the sculpture's firefly glow. The sculpture will utilize bronze and stainless steel, materials of inherent beauty and durability, to form the fireflies, with the option of glow-in-the dark powder coated aluminum for the lightning bug's signal (as depicted in the design rendering). The bronze and stainless steel is also characterized by the gleam and patina of their surface quality. This landmark sculpture celebrates that Georgia has the most diversity of fireflies, with 56 different species, more than any other state in the country. Biodiversity is reliant on stewardship, conservation, and resiliency. All the elements of the ecosystem can work together through kindness, support, and protection. The scale of the sculpture is larger than life, which connotes the significance of our stewardship of nature. Through this rail trail network the community and the future of this community can continue to connect to the surrounding scenic beauty. By incorporating the historic steel elements along with the fireflies, preservation is connected to conservation. The base structure, fabricated with truss components, will be decked with composite boards, providing functional seating along the trail. This decking material is typical of trail features and benches. The artist team members are avid cyclists, and have logged many hours on rail trails in the southeast region. Their passions align with this project, and they are excited by the opportunity to integrate public art, celebrate nature, and contribute to a community's place making.

Overall Dimensions: The sculpture will stand 16 feet tall, 6 feet deep x 6 feet wide, not including the sculpture's base.

Description of Materials: The sculpture will be fabricated with bronze, stainless steel, and historic steel components, with the option of powder-coated aluminum. Composite decking will add functionality to the base to create a seating area. The materials are chosen specifically for their intrinsic beauty, safety of the public, and long-term durability for Georgia's environmental conditions. Additionally, the design and fabrication will enable the landmark scale of the sculpture as a beacon of the trail. The artist team owns and operates a full scale metal shop and fabrication studio to produce the design.

Jim Benedict & Lily Kuonen
Public Art Team

2905 Dellwood Ave. Jacksonville, FL 32205 // prof.benedict@gmail.com // lilykuonen@gmail.com

Maintenance Plan and Technical Details: The fireflies will be fabricated in bronze, powder-coated aluminum, and stainless steel. The sculpture will feature steel components and it will include a base fabricated with sections of the truss. The steel components of the vertical structure and base will utilize the materials from the historic trestle bridge. The materials are chosen specifically for their intrinsic beauty, safety of the public, and long-term durability for Georgia's environmental conditions.

The sculpture is designed to require minimal maintenance, and endure exterior conditions. The proposed sculpture intentionally accounts for safety, security, and durability; engineering; scale and site lines. Benedict and Kuonen have experience producing numerous projects in locations with weather and environmental needs similar to Georgia. If determined necessary, the artist team recommends only gentle soap/detergent and water with a non-abrasive soft cloth to wipe dirt or debris from the sculpture surface. The artist team does discourage the use of hard water sprays, heavy pesticides, herbicides, or chemicals (particularly aerosolized sprays) as they may have the potential to discolor the sculpture's surface.

Proposed Timeline:
Submission of RFP by January 2023
Final Design specifications February/March 2023
Contract by Spring 2023
Transport historic trestle and steel components March/April 2023
Fabrication April –October (6 months)
Foundation prep by Summer/fall 2023
Delivery and Installation by November 2023
*(*The scale of fabrication requires a minimum of 6 months of fabrication. We are open to negotiation on the timeline, but also need flexibility for an ever evolving global supply chain.)*

About the Design and Fabrication Team: Public art creates a landmark of cultural identity for civic, pedestrian, and shared community spaces. Lily Kuonen and Jim Benedict are a Florida-based public art team. They create custom public art that responds to a community's needs, transforming spaces into destinations. When approaching a project they consider the featured site; durability and ingenuity of the optimal materials; and the mission, vision, and identity of the people it will serve. Through research and development they produce public art that enlivens the built environment, and invites curiosity from onlookers.

Investment in public art reflects stakeholders' and a community's values. Kuonen and Benedict treat this investment responsibly and respectfully, as evidenced by the team's 20-year background in public art. Their creative works have been featured in 25 states, 5 countries, and 3 continents.

Jim Benedict & Lily Kuonen
Public Art Team

2905 Dellwood Ave. Jacksonville, FL 32205 // prof.benedict@gmail.com // lilykuonen@gmail.com

Kuonen and Benedict foster enlivened spaces with contemporary, timeless, and safe fabrication to align vision with place-making. They have focused on projects that serve as accessible welcoming points, with recent projects including a $75,000, 16’ kinetic sculpture for a public park, sponsored by a significant health insurance company (December 2021). This project was designed to reflect the mission of healthcare and unity. This December they installed a sculpture for downtown Frankfort, KY with themes supporting the neighboring Elementary school and fire station. Of note, they have completed all previous projects on time, navigating supply chains to maintain a record of dedication and integrity with project expectations. Kuonen and Benedict have experience working with partners from corporate, civic, recreational, educational, and cultural institutions to celebrate and uplift communities, and they are excited this project will inspire a connection to nature and the scenic beauty that surrounds us.

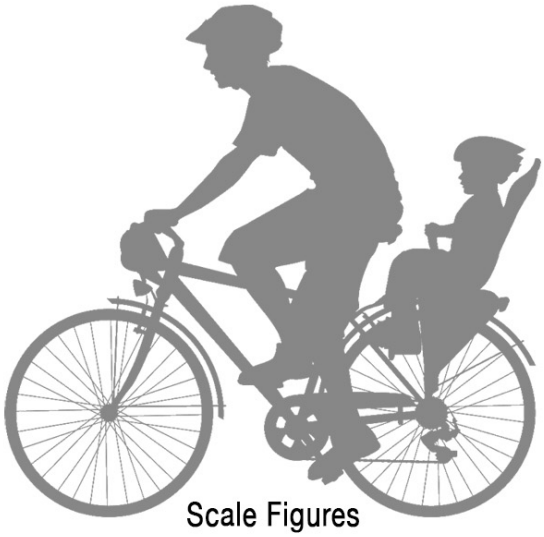
Firefly Trail Network RFQ

Jim Benedict and Lily Kuonen
Artist Team

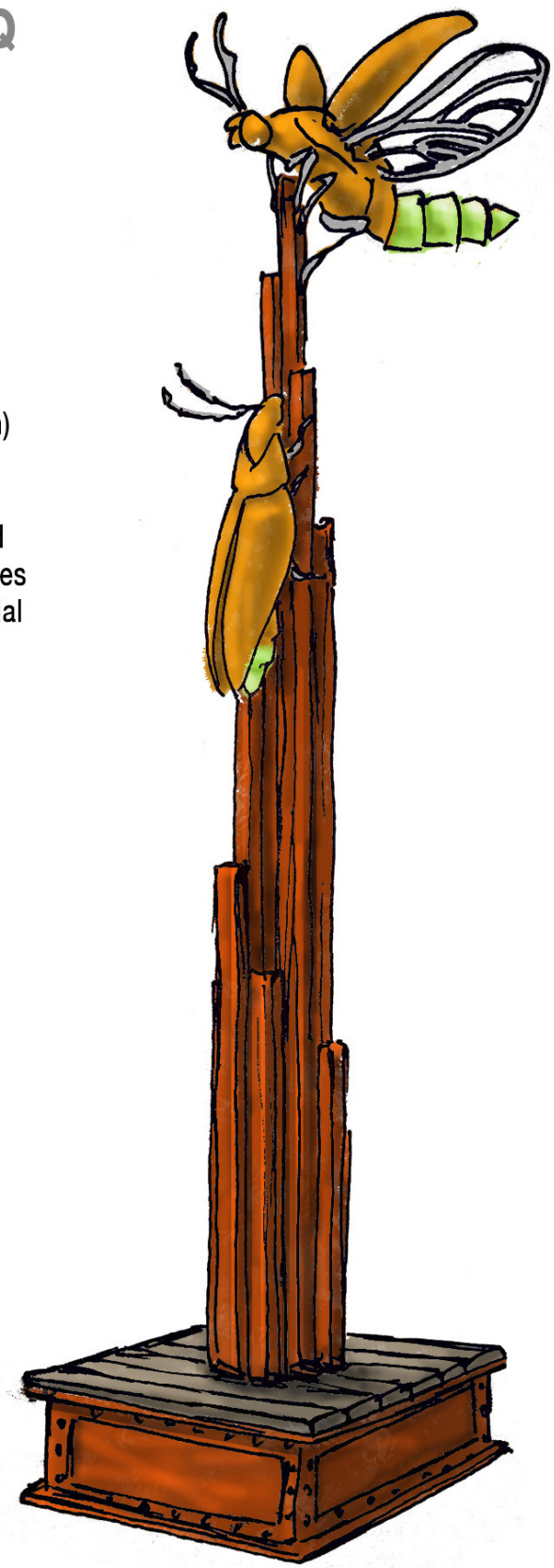
Dimensions:
6 ft. (L) x 6 ft (W) x 16 ft (H)

Fireflies:
Bronze, Stainless Steel, Powder
Coated Aluminum (Glow-in-the-dark option)

Base and vertical elements:
Provided structural steel, railroad rails, and composite board decking. The base provides seating and the decking is the same material as typical trail benches.



Scale Figures



16 ft



Firefly Trail Network RFQ
Jim Benedict & Lily Kuonen, Artist Team

Jim Benedict & Lily Kuonen
Public Art Team

2905 Dellwood Ave. Jacksonville, FL 32205 // prof.benedict@gmail.com // lilykuonen@gmail.com

Proposed Budget // Firefly Trail RFP

Materials $6,000
Coatings $1,100
Installation and foundation supports $6,000
Transportation $1,500
Artist Design Fee $3,800
Fabrication, equipment, and consumables $15,000
Insurance $800
Contingencies $3,800

Total Budget: $38,000

Jim Benedict & Lily Kuonen
Public Art Team

2905 Dellwood Ave. Jacksonville, FL 32205 // prof.benedict@gmail.com // lilykuonen@gmail.com

Maintenance Plan // Firefly Trail RFP

Technical Details: The fireflies will be fabricated in bronze, powder-coated aluminum, and stainless steel. The sculpture will feature steel components and it will include a base fabricated with sections of the truss. The steel components of the vertical structure and base will utilize the materials from the historic trestle bridge. The materials are chosen specifically for their intrinsic beauty, safety of the public, and long-term durability for Georgia's environmental conditions.

The sculpture is designed to require minimal maintenance, and endure exterior conditions. The proposed sculpture intentionally accounts for safety, security, and durability; engineering; scale and site lines. Benedict and Kuonen have experience producing numerous projects in locations with weather and environmental needs similar to Georgia. If determined necessary, the artist team recommends only gentle soap/detergent and water with a non-abrasive soft cloth to wipe dirt or debris from the sculpture surface. The artist team does discourage the use of hard water sprays, heavy pesticides, herbicides, or chemicals (particularly aerosolized sprays) as they may have the potential to discolor the sculpture's surface.

Jim Benedict, public artist
2905 Dellwood Ave. Jacksonville, FL 32205
(319) 610-0351 | prof.benedict@gmail.com | jimbenedict.com

Qualifications
- Well-versed in traditional and contemporary sculpture ideas and processes
- Over 20 years of experience as a commissioned public artist and sculpture instructor
- Commissions in 8 states and 2 countries (public, corporate, and private collections)
- Curated and installed over 70 exhibitions, featuring nationally recognized artists

Education
- University of Arizona, Tucson, AZ. MFA 3D Studio Art, 2006-2009.
- University of Northern Iowa, Cedar Falls, IA. BFA Studio Art: Sculpture, 1998-2003.

Employment History

2009 – Present
Independent Public Artist, own and operate a metal fabrication facility dedicated to the production of public art.

2009 – 2021
Associate Professor of Sculpture and Gallery Director, tenured, Jacksonville University, Stein College of Fine Arts, Jacksonville, FL – Oversee Sculpture, 3D Foundations, and Alexander Brest Gallery

2006 – 2009
Graduate Teaching Assistant, Instructor of Record, University of Arizona, Department of Art, Tucson, AZ – Instructor for Sculpture and 3D Foundations

2005 – 2006
3D Program Assistant, University of Northern Iowa, Department of Art, Cedar Falls, IA – Maintained and oversaw all 3D studios and provided instruction

2003 – 2005
Fabrication Assistant for sculptor Scott Wallace – Fabricated five large-scale bronze sculpture commissions

Selected Public Art Commissions and Awards

2023 **Shands Jacksonville Medical Center, Inc. Commission**, *Trees of Life,* organ donor memorial wall-relief in Jacksonville, FL, bronze, Baltic birch, and acrylic sheets, 12’ x 35’ x 1’, $35,000 (forthcoming)

2022 **City of Frankfort, KY Commission**, *Ready for Flight,* dragonfly atop grasses, in partnership with the Josephine Sculpture Park and NEA grants, bronze and stainless steel, 14’x5’x2’, $15,000

2021 **Florida Blue Commission**, *Blue Crest,* kinetic sculpture for a public park and parking garage in Jacksonville, FL, coated steel, stainless steel, and mechanical components. 16' x 5.5' x 5.5’. $75,000

2020 **Brooks Rehabilitation College of Healthcare Sciences Commission**, *Spiral Nexus,* kinetic suspended mobile for HCS Building in Jacksonville, FL, coated steel, stainless steel, and dichroic polycarbonate. 19' x 8'. $50,000

2018 **Jacksonville International Airport**, *Nature’s Precision*, invited artist.
Nelson Mullins Art Partnership, Corporate Art Lease, Jacksonville, FL.

2905 Dellwood Ave. Jacksonville, FL 32205 // prof.benedict@gmail.com // lilykuonen@gmail.com

2017 **Newport News Public Art Association Commission**, *Hammer Tribute,* galvanized steel, 15' x 5.5' x 4'. $50,000 (including site work). Newport News, VA.

2015 **Obelisk Art 450 Public Art Commission**, *Upside-Down Obelisk,* Fiberglass coated wood, steel, and epoxy, 12' x 3' x 3'. St. Augustine, FL. Corresponding exhibition at Crisp Ellert Art Museum.

2014 **Jacksonville University Commission**, *Campus Icon,* public art project on campus quad, bronze and stainless steel, 7' x 5' x 2' and 5' x 5' x 2'. $40,000.

2012 **City of Oryahovo, Bulgaria Permanent Collection**, *Mr. Rakia* series, acrylic on cast plastic and Baltic birch, 32" x 22" x 4" and Stone Child, limestone, 14" x 9" x 10". Curated by the Sevchevi Gallery.
Highway Gallery Public Art Experiment, Florida Mining Gallery and Clear Channel Outdoor, Digital murals on 26 electronic billboards. Jacksonville, FL. Corresponding exhibition at Florida Mining Gallery.

2011 **Shands Jacksonville Medical Center, Inc. Commission**, *Tree of* Life, organ donor memorial wall-relief in Jacksonville, FL, bronze, Baltic birch, acrylic sheets, and gold leaf, 14' x 25' x 1'. (2012 Florida Art in Public Places Award)
University of Northern Iowa Multi-Modal Facility Public Art Commission, *Convenient Parking*, Cedar Falls, Iowa, $45,000. 15 sculptures at approx. 36" x 15" x 10", bronze and stainless steel, 3 installation sites.

2008 **Community of Port Warwick, Virginia Public Art Permanent Collection**, Newport News, VA, Purchase award, *Hammer Tribute*, galvanized steel, 12' x 5.5' x 3'. $12,000

2006 **Public Art Invitational,** Waterloo Center for the Arts, IA. *Rocking Chair*, galvanized steel, 9' x 5.5' x 4.5' and *Our Vice President with Wings*, laminated wood, cast aluminum, corrugated plastic, steel, 30" x 14" x 14". Permanent Collection Purchase Award.

2005 **Navy Pier Walk, International Juried Sculpture Exhibition**, Juror Peter Schjeldahl, art critic for *The New Yorker* magazine, (2005 Navy Pier Walk catalogue) Collection of the Lincolnwood Mall, Chicago, IL. *Forks, Cheese, Hangers*, galvanized steel, 8' x 18' x 6'.
Port Warwick Sculpture Festival. National juried exhibition. Newport News, VA.

2004 **Quad City Arts, Sculpture on Second Exhibition**. National juried public art sculpture exhibition. Downtown Davenport, Iowa.

2003 **Quad City Arts, Sculpture on Second**, National Juried Public Sculpture Exhibition, Davenport, IA (Critics' Choice and Purchase Award) Salvation Army Headquarters. *Hinged Archway*, coated steel, 12' x 12' x 4'. $13,000.
Downtown Waterloo Public Sculpture Commission, Waterloo, IA, *Elements of a City*, powder-coated steel, three sections at 13' x 14' x 3' each. $50,000.

Selected Exhibitions

2021 **Imagination Squared**, Group exhibition, Jacksonville MOCA, Jacksonville, FL. 12" x 12" x 6". Permanent Collection of the Museum of Contemporary Art.

2019 **Wilson Center for the Arts, Solo Exhibition**. *I-10*, a ten-year retrospective at Florida State College of Jacksonville, Jacksonville, FL.

2017 **Ponte Vedra Beach Cultural Center**, Two-person exhibition, Ponte Vedra Beach, FL.

2017 **Give Me Some Space! 6th Annual National Juried Exhibition**, Alison Helm, Juror, **Honorable Mention Award**, Marshall University, Huntington, WV, *True Bien Wagen Freunde*, digital video collaboration with Lily Kuonen.

2016 **First Coast Educators Exhibit**, invitational exhibition, FSCJ South Gallery, *Built to Ship*, wood, steel, cast plastic, electronic components, 30" x 10" x 6.5".
Travel Shorts: A moving Image Festival, juried group exhibition, Southeast College Art Conference Armory Mezzanine Gallery, Roanoke, VA, *True Bien Wagen Freunde*, collaborative video project with Lily Kuonen.

2014 **Through the Fire**, Juried Sculpture Exhibition, **First Place Award**, CoRK Arts District, Jacksonville, FL, Cash award. *Ram Horn*, sculpted epoxy coated foam and brass on a steel stand, 5.5' x 2.5' x 2.5'
All Florida Juried Art Exhibition, Boca Raton Museum of Art, Boca Raton, FL, *Open Range*, oxidized steel and stainless steel, 8' x 6' x 2.5'.

2013 **Through the Fire**, Juried Sculpture Exhibition, **First Place Award**, CoRK Arts District, Jacksonville, FL. *Clear the Air*, painted steel and Baltic birch, 9' x 10' x 5'.
Public Sculpture: The Art of the Proposal, juried group exhibition, Catapult Gallery at Southeast Missouri State University in Cape Girardeau, Missouri, *Built to Ship*, wood, steel, cast plastic, electronic components, 30" x 10" x 6.5".

2015 **Face Forward Invitational**, group exhibition, Jacksonville International Airport, Haskell Gallery, FL. *Self-Portrait in Pine*, pine on birch panel, 3' x 3' x 3".

2011 **Brest Gallery Solo Exhibition**, Jacksonville, FL, *Out of Range*, oxidized steel and stainless steel, 8' x 6' x 3', and 6 more works.

2010 **Imagination Squared**, Group exhibition, featured artist, Jacksonville MOCA, Jacksonville, FL, *Cracked Wood* and *Smashed Wood*, painted wood, 6" x 6" x 2.5". Permanent Collection of the Jacksonville Public Library.
Off the Wall, Karples Museum, Juried exhibition, Jacksonville, FL. *Davenportation*, fabricated steel, 3' x 3' x 3'. People's Choice Award

2009 **Douglas R. Nielsen Permanent Collection**, Tucson, AZ, *Colonial Escape*, Baltic birch and acrylic paint, 6' x 4' x 8". Nielsen's collection of contemporary art features works by: Bruce Nauman, Richard Serra, Claes Oldenberg, and Kiki Smith, among many others.
Anonymous Self-Portraits, University of Arizona Museum of Art, Tucson, AZ. *Impossible Intersection*, fabricated steel, 9' x 2' x 2', *Duplex Eviscerated*, fabricated steel, 3' x 3' x 3', *Colonial Escape*, Baltic birch and acrylic paint, 6' x 4' x 8".

2008 **Big Ideas/ Little Frames**, Dinnerware Gallery, Juried exhibition. Tucson, AZ. *Recovering Ribbon, Ribbons at War*, digital archival print, 14" x 18".

2007 **Lionel Rombach Gallery**. Group exhibition. Tucson, AZ. *The truth won't taste as good as those damn cherries*, painted steel, 8' x 4' x 5.5' and If you can't see it, you can't hide behind it, painted Baltic birch and mixed media 4' x 1.5' x 1.5'.

2006 **Facade**, Group exhibition. Cedar Falls, Iowa. *Swiss Movement*, painted wood, 15" x 8" x 9".

2005 **University of Northern Iowa Faculty Exhibition**, Moments of Genius, steel, 6' x 4.5' x 4', Alter (the wedding altar), red oak, steel, and cast acrylic, 3' x 3' x 1'.
Waterloo Center for the Arts, Museum Permanent Collection, Waterloo, IA, *Our Vice President with Wings*, steel, wood, and plastic, 18" x 18" x 24".

Lily Kuonen, public artist & arts educator
2905 Dellwood Ave. Jacksonville, FL 32205
(501) 766-1268 | lilykuonen@gmail.com | lilykuonen.com

Qualifications
>Regional, national and international exhibiting artist with work in numerous prominent individual, public, corporate, and institutional collections
>Has exhibited in 3 continents, 4 countries, and 20+ U.S. states
>Creative practice includes a range of public art, 2D, and collaborative work
>Curatorial, art lease management, and community partnership development

Education
>MFA: Painting Savannah College of Art and Design, Savannah, GA, May 2010
>BFA: Studio Art with a concentration in Painting, University of Central Arkansas, Conway, AR, Dec. 2006, Minor: Honors Interdisciplinary Studies

Employment History

AP Art Instructor, Fall 2021 – Present
The Bolles School, Jacksonville, FL
Associate Professor of Art, tenured Spring 2017 – 2021
Jacksonville University, Jacksonville, FL
Foundations Coordinator, Spring 2015 – Present
Jacksonville University, Jacksonville, FL
Assistant Professor of Art, Fall 2011 – Spring 2017
Jacksonville University, Jacksonville, FL
Faculty Program Mentor, Low-Residency Master of Fine Arts, Fall 2014 – Spring 2016
School of the Art Institute of Chicago, Chicago, IL
Adjunct Professor of Painting and Drawing, Fall 2010 – Summer 2011
College of Charleston, Charleston, SC

Public Art Commissions

Shands Jacksonville Medical Center, Inc., *Trees of Life*, Organ Donor Memorial, bronze, Baltic birch, and acrylic sheets, 12' x 35' x 1' ($35,000 commission), Jacksonville, FL, forthcoming 2023

City of Frankfort, KY, *Ready for Flight,* dragonfly atop grasses, bronze and stainless steel, 14' x 5' x 2' ($15,000 commission), in partnership with the Josephine Sculpture Park and NEA grants, 2022

Florida Blue Parking Garage, *Blue Crest,* Kinetic Sculpture, stainless steel, mild steel, powder coated aluminum, and mechanical components, 16' x 5.5' x 5.5' ($75,000 commission), Jacksonville, FL, 2021

Brooks Rehabilitation College of Healthcare Sciences Commission, *Spiral Nexus*, Kinetic Mobile, painted steel, polycarbonate, and dichroic film, 19' x 19' x 8' ($50,000 commission), Jacksonville, FL, 2020

Phillips Fine Arts Building, *Wayfinding Campus Project*, steel and graphic banners, 12' x 4' ($12,000 commission), Jacksonville, FL, 2019

Highway Gallery, (Billboard Projections) 26 Digital Murals, throughout Jacksonville, FL, commission (Partnership with Florida Mining Gallery and Clear Channel), 2012
The Artery, Mural Project Series, *Nine Days of Creation*, acrylic and urethane on plywood, 12' x 6' (commission), Eureka Springs, AR, 2007

Collections (numerous personal and regional collections)
Bard College, Center for Curatorial Studies Library Archives, Annandale-on-Hudson, NY
Betty Foy Sanders Collection, Georgia Southern, Statesboro, GA
Crisp-Ellert Art Museum & Flagler College, St. Augustine, FL
Deutsche Bank, New York, New York
Judge Realty Corporate Collection, Savannah, GA
Historic Arkansas Museum, Little Rock, AR
Iowa Print Archive, University of Iowa, Iowa City, IA
Museum of Contemporary Art, Jacksonville, FL
Main Library, Duval County, Jacksonville, FL
Nelson Mullins Riley & Scarborough, Corporate Partnership, Jacksonville, FL
Savannah College of Art and Design
Savannah, GA, Lacoste, France, and Hong Kong, China
University of Central Arkansas, Honors College, Conway, AR

Exhibition Record
>Selected Solo and Two Person Exhibitions
Baum at 25, Baum Gallery, McCastlin Hall, University of Central Arkansas, Conway, AR, Aug. – Oct. 2021 (solo)
PLAYNTINGS: Chroma Shift, Fulcrum Gallery, Columbus State University, Columbus, GA, Aug. – Oct. 2020 (solo)
PLAYNTINGS -->-->, Contemporary Gallery, Betty Foy Sanders Department of Art, Georgia Southern University, Statesboro, GA, Jan. – Feb. 2019 (solo)
PLAYNTINGS: (re)scape, Hatfield Gallery, Adams State University, Alamosa, CO, Nov. 2018 (solo)
PLAYNTINGS: works surfaced, Overbrook Gallery, Muskegon, MI, Jan. 2018 (solo)
Indirect Constructs, Kent Gallery, Florida State College of Jacksonville, Jacksonville, FL, Oct. – Nov. 2017 (two-person)
PLAYNTINGS: un[bound], McMaster Gallery, University of South Carolina, Columbia, SC, Sept. – Nov. 2017 (solo)
PLAYNTINGS: an interval, Capitol One Gallery, Chicago, IL, Aug. – Dec. 2017 (solo)
PLAYNTINGS: a terre, Pearl River Gallery, Jackson, MS, June 2017 (solo)
PLAYNTINGS: the synthesis, Atelier Un, Lacoste, France, June – Aug. 2016 (solo/international)
deFine Arts, Alexander Hall, Savannah College of Art and Design, Savannah, GA, Feb. 2016 (solo)
PLAYNTINGS: [UN]covered, Hawthorn, Jacksonville, FL, Sept. – Nov. 2015 (solo)
PLAYNTINGSSGNITNYALP, Crisp-Ellert Art Museum, Flagler College, St. Augustine, FL, May – June 2014 (solo)
Two Gather, Alexander Brest Gallery, Jacksonville University, Jacksonville, FL, Jan. – Feb. 2014 (two-person)
NEW PLAYNTINGS, Fahm Gallery, SCAD, Savannah, GA, Apr. 2010 (solo)

>Selected Invitational Group and Juried Exhibitions

Small Works, CorkHouse Gallery, Savannah, GA, Jan. – Mar. 2021 & Feb. 2020

Small Works, Kent State University, Kent, OH, Jan. – Feb. 2020

Metal Arts, Word Revolt Gallery, Jacksonville, FL, Oct. – Nov. 2019

SECAC Juried Exhibition, Abroms-Engel Institute for the Visual Arts, University of Alabama at Birmingham, AL, Sept. – Oct. 2018 (selected juror's award)

ART PAPERS 20th, 19th, 18th, 17th, 16th, 15th, 14th, 12th, 11th, Annual Invitational, Atlanta, GA, Feb. 2010 – 2020

On the Move, Gutstein Gallery, Savannah, GA, July – Aug. 2017

Complexities of Unity, Sarah Smith Gallery, Yale University, New Haven, CT, Mar. – June 2017

Air Air Residency Exhibition, Mother Gallery, Atlanta, GA, Mar. 2017

West Virginia Mountaineer Short Film Festival, Morgantown, WV, Mar. 2017

Give Me Some Space, Charles W. & Norma C. Carroll Gallery, Huntington, WV, Jan. – Feb. 2017

Surrogate Friend, Phoenix Institute of Contemporary Art, Phoenix, AZ, Jan. – Feb. 2017

Travel Shorts: A Moving Image Festival, Armory Gallery, Roanoke, VA, Oct. 2016

Lacoste Portfolio Exhibition, Atelier Gallerie, Lacoste, France, Aug. 2016 (international)

Modern Love, Gutstein Gallery, Savannah, GA, June – Aug. 2016

Confluence, Heather Moore Geraghty Gallery, Jacksonville, FL, May – Aug. 2016

And: Building Community Through Art, University of Tennessee, Knoxville; University of Wisconsin, Madison; University of Iowa, Iowa City, Oct. – Dec. 2015

Thinking Through Drawing: We All Draw, Bargehouse, Southbank, London, Oct. – Nov. 2015 (international)

Last Exit: Painting, Bakehouse Art Complex, Miami, FL, Sept. – Oct. 2015

Out of Order, McCormick Gallery, Midland College, Midland, TX, Feb. – Mar. 2014

All Florida Exhibition, BOCA Museum of Art, Boca Raton, FL, May – July 2013

Interwoven, Arlington Arts Center, Arlington, VA, Jan. – Mar. 2013

Folio Invitational, The Cummer Museum, Jacksonville, FL, Aug. – Dec. 2012

Floridians, Florida Mining Gallery, Jacksonville, FL, May 2012

Wish You Were Here, Halsey Institute of Contemporary Art, Charleston, SC, May 2011

Affinity, Vision & Difference: Women Artists from the Permanent Collection, Gallery 1600, SCAD, Atlanta, GA, Mar. – Apr. 2011

Small Works, Gutstein Gallery, SCAD, Savannah, GA, Nov. – Dec. 2010

Forward Motion, SCAD Gallery, Hong Kong, China, June – July 2010 (international)

Low Country Babylon, Pei Ling Chan Gallery, SCAD, Savannah, GA, Aug. – Sept. 2009

Carnal Curtsies, M.E.A.T. Studios, Savannah, GA, May 2009

Artist Residencies

Rare AIR: Artist Residence Program, Adams State University, Alamosa, CO, Nov. 2018

University of South Carolina, Visiting Artist in Residence, Columbia, SC, Sept. 2017

Air Air Residency, Artist in Residence, Atlanta, GA, Mar. 2017

SCAD Alumni Atelier Residency and Award Commission, Savannah College of Art and Design, Lacoste, France, June – Aug. 2016 (international residency)

Midland College, Visiting Artist in Residence, Midland, TX, Feb. – Mar. 2014

Vermont Studio Center, Artist Grant and Work Exchange Grant, Johnson, VT, June 2011

Proposed Design Images



Lily Kuonen & Jim Benedict (Artist team: design and fabrication)
Blue Crest, commissioned by client, Florida Blue, Project Budget: $75,000 ($95,000 including site work), completed in 2021. Location: Jacksonville, FL. Materials: stainless steel, powder-coated aluminum and steel, with mechanical components, 16' x 5.5' x 5.5'. *Blue Crest* features kinetic components of an emblematic form of abstracted wings and a protective shield, with references to the brand identity of Florida Blue. Video Documentation Link can be viewed here: https://www.youtube.com/watch?v=VcI83owIZ2I



Jim Benedict & Lily Kuonen (Artist team: design and fabrication)
Blue Crest, commissioned by client, Florida Blue, Project Budget: $75,000 ($95,000 including site work), completed in 2021. Location: Jacksonville, FL. Materials: stainless steel, powder-coated aluminum and steel, with mechanical components, 16' x 5.5' x 5.5'. *Blue Crest* features kinetic components of an emblematic form of abstracted wings and a protective shield, with references to the brand identity of Florida Blue.



Jim Benedict & Lily Kuonen
(Artist team: design and fabrication)

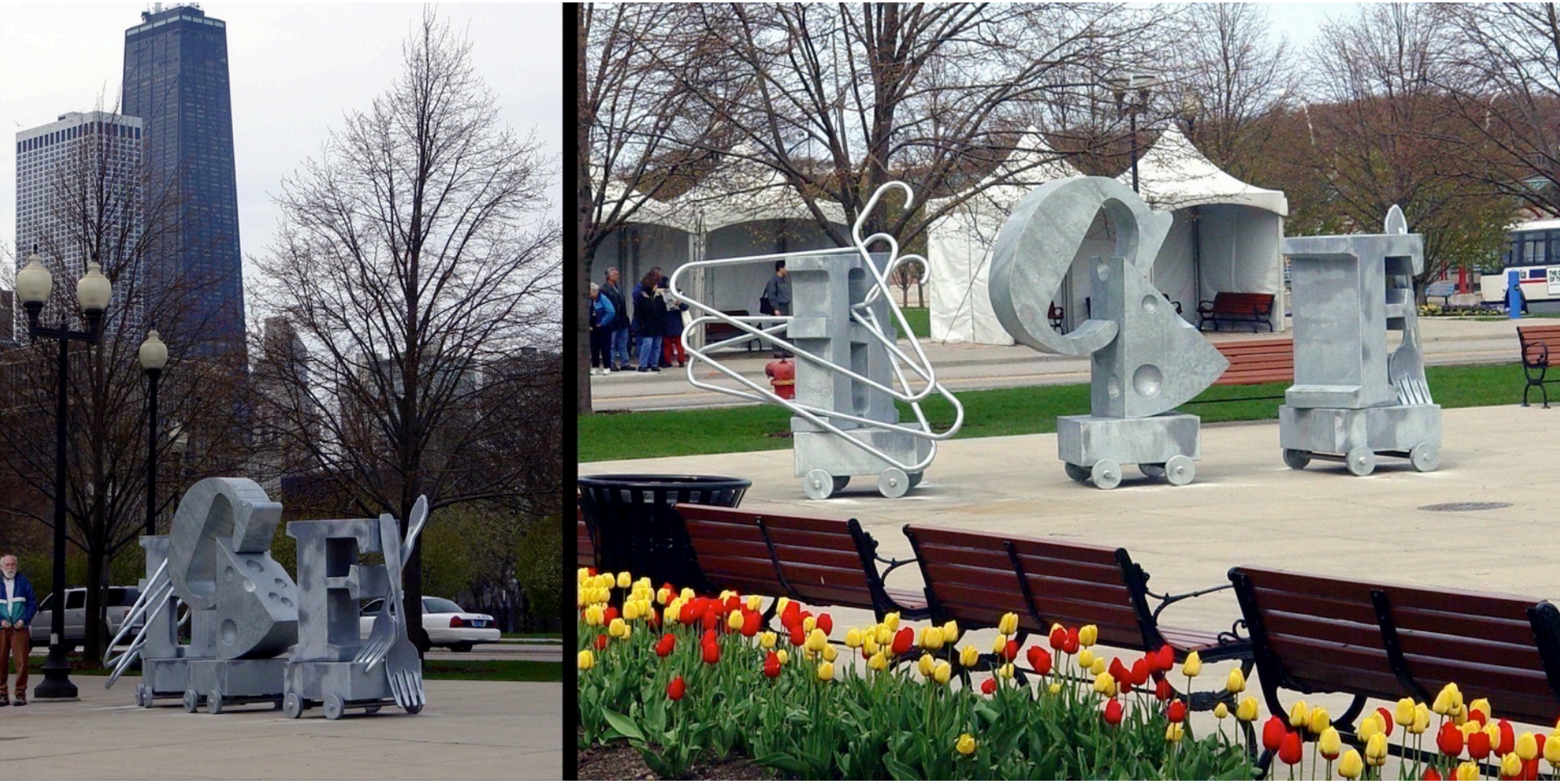
Ready for Flight, Commissioned by the City of Frankfort, KY in partnership with the Josephine Sculpture Park, Project Budget: $15,000 and NEA grants, completed in 2022. Location: Frankfort, KY. Materials: bronze and stainless steel, 12' x 6' x 5’. Depicts an emblematic dragonfly resting atop freshwater river grasses modeled after native Kentucky species. The woven bronze dragonfly represents the connections between the local community, the neighboring elementary school and fire station, civic support, and commerce symbolizing stewardship, strength, opportunity, and resiliency. The sculpture connects the inspiration of flight with the support of stable roots.





Jim Benedict & Lily Kuonen
(Artist team: design and fabrication)

Campus Icon Project, Commissioned by Jacksonville University and client, President Tim Cost, Project Budget: $40,000, completed in 2014. Location: Jacksonville, FL. Materials: bronze and stainless steel, 7' x 5' x 2' and 5' x 5' x 2'. Features life-size bronze dolphins (university mascots). Designed and fabricated by Jim Benedict with assistance from the Jacksonville University Sculpture Studio.



Jim Benedict (Design and fabrication)

Forks, Cheese, Hangers, Selected Public Art, Juried by Peter Scheldahl (head Art Critic for *The New Yorker)* for the Navy Pier Walk, International Sculpture Exhibition. Completed in 2005. Location: Chicago, IL. Materials: galvanized steel, 8' x 18' x 6'. Selected as one of six artists, including Franz West, to exhibit in the Navy Pier Walk in Chicago, Illinois. *Forks, Cheese, Hangers* depicts elemental objects that form a whimsical train that contradicts the industrial materials of which it is constructed.





Jim Benedict
(design and fabrication)

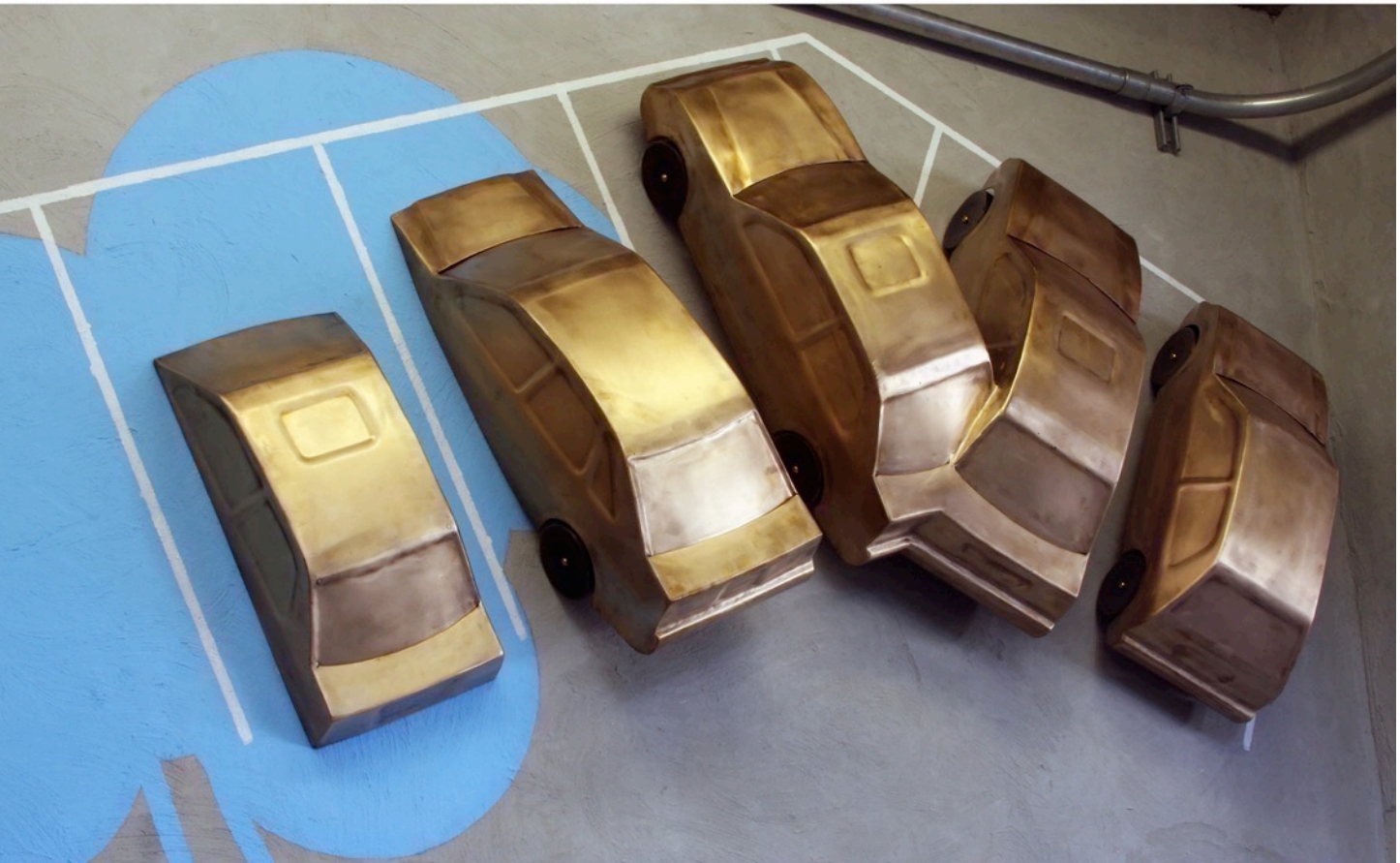
Hammer Tribute, in the public art collection of Newport News, Virginia. Project Budget: $50,000, installed in 2017. Location: Newport News, VA. Materials: black granite, galvanized steel, 15' x 5' 4″ x 3’. Hammer Tribute pays homage to the tenacity of the working class. It is a noble monument for the sacrifices made by American citizens that work to better our society.





Jim Benedict
(Design and fabrication)
Rocking Chair, Five Sullivan Brothers Convention Center, Waterloo, Iowa. Purchase Award: $13,500. Completed in 2006, Materials: galvanized steel, 9' x 5' x 4’.
Moments of genius are lost to history with every change in technology. The simple act of winding an unspooled cassette tape with a pencil is immortalized in this sculpture for the digital generations. This sculpture is part of the Waterloo Center for the Arts public art collection.





Jim Benedict
(Design and fabrication)

Convenient Parking,
Commissioned by client,
University of Northern Iowa,
Project Budget: $45,000,
completed in 2011.
Location: Cedar Falls, IA.
Materials: bronze and stainless steel, and traffic paint, 1/5 scale, about 36” x13” x 9” per car.
Featured sculptural series installed throughout the UNI Multimodal Facility (parking garage structure at the University of Northern Iowa). The bronze cars are installed on three levels of a glass-walled stairwell, and create a metaphor of the transitioning life of college students.

Firefly Trail Corridor Art Locations Site Map



Art Location #1 - Intersection of Winterville Road & Indian Hills Road



Art Location #2 - Trailhead near Lexington & Old Winterville Road

Sub-Project #1

Sub-Project #2

Sub-Project #3

Sub-Project #4

Sub-Project #3.1 Terminus

Winterville City Limits

0 1,500 3,000 6,000 9,000 12,000 Feet

Legend

Phase 1 - Orange

Phase 2 - Green

Phase 3 - Blue

Attachment #3 - Listing of Qualifications and Proposals Received

Art Location #1 Qualifications	
Artist Name	
Walsh, Edward	Moore, Daniel
Maya, Jose	Hazel, Peter
Alicea, Nino	DiBari, Vito
Bassoff, Solomon	Babcock, Matt
Salas, Roberto	Fairfield, Stephen
Lueza, Cecilia	Younkins-Herzog, Joni
O'Tool, Trevor	Seese, Kirk
Schattner, Jessie	Crawley, Luke
Yamamoto, Valeria	Gault, Carrie
Gutierrez, Steven	Markey, Pete
Sinelnikova, Julia	Rizzi, James
Proctor, Phil	Repko, Jeff
Gallucci, Jim	McCarron, Peter
Walker, Randy	Darling, Chelsea
Stueck, Lawrence	Hodnett, Renee
Fennell, Christopher	Bannon, John
Neumann, Matthias	Bui, Can Vu
Parker, Steven	Nybeck, Beth
Herzog, Richard	Goss, Scott
Palmiter, Seth	Jacobson, Amie
Kistler, Virginia	Farley, Deveren

Art Location #2 Proposals

Artist Name	Art Title
Bassoff, Soloman	*Animal Drummers*
Benefiel, Joan	*Outshine*
Bui, Can Vu	*Beam-ing*
Chandler, Gordon	*Benches*
Clements, Robert	*Colored Poles*
Crawley, Luke	*Ride*
Darling, Chelsea	*Woven Paths*
Edwards, Russell	*Firefly Portal*
Fairfield, Stephen	*Always Hopeful*
Goti, Kiki	*Blooming Colors*
Herzog, Richard	*Sound Flowers*
Johnson, Gregory	*Commuter Crossing*
Katz, Ray	*Untitled*
Kuonen, Lily	*Georgia Railroad Lantern*
Largeman, Kobe	*Title Waves*
Lauden, Michael	*Hi-Gear*
Lawler, Don	*Go with the Flow*
Lindsay, Parker	*Critters*
Maya, Jose	*Poems*
Mondrak, Judith	*Endangered Fossils*
Ollivier, Guillaume	*Rusty Fuzz*
Piha, Leonard	*Trail Mix*
Reisin, Sasha	*Rock Takeover*
Schattner, Jessie	*Vespa Riders*
Seese, Kirk	*The Firefly*
Wishik, Kelsey	*Wind and Whimsy*
Younkins-Herzog, Joni	*Spinergy*
Zhang, Wenxia	*Dancing in the Wind*

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: 1125 Newton Bridge Rd - Approval of a Public Pump Station & Force Main

DATE: January 31, 2023

BUDGET INFORMATION:

REVENUES: $300,000

EXPENSES:
ANNUAL: $6,825 Operating Expenses
CAPITAL: N/A
OTHER:

FUNDING SOURCE: Water & Sewer Enterprise Fund

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request Mayor and Commission:

a. Approve the concept of extending the public sanitary sewer along parcels on Newton Bridge Road by allowing the installation of a public sanitary sewer pump station built to ACCGov Public Utilities' specifications;

b. Authorize the developer to install a direct current (DC) grid tied solar array system (subject to the PUD and Office of Sustainability approval) commensurate with the power needed to fully operate the pump station and a backup power generator; and

c. Authorize staff to accept the Newton Bridge Road Pump Station as a fixed asset to the Public Utilities Department for public operation and maintenance once installed and approved.

HISTORY:

1. On July 1, 1978, the City of Athens adopted a Sewer Use Ordinance regulating connections to the public sanitary sewer system.
2. On October 3, 1995, the Mayor and Commission (M&C) enacted Ordinance #95-10-077, which included Code Section 5-1-2 (a) (6) as follows: "Force main connections. It shall be unlawful for any person, without the consent of the mayor and commission, to connect to the Athens-Clarke County sanitary sewage system by means of any force main from a

pumping facility or apparatus. If any person should desire to connect a force sanitary sewer main with the sewage system of Athens-Clarke County, such person shall make written application to the mayor and commission. Such application shall be accompanied by detailed plans and specifications of such proposal, together with such other pertinent information as may be required by the Athens-Clarke County Public Utilities Department. The mayor and commission shall proceed to act on such application and shall take into consideration whether or not such would impose a burden on Athens-Clarke County, and in this connection shall consider the useful life of the plumbing facility, the replacement cost thereof, maintenance and repairs thereof, power costs, inflationary trends and any other costs or expense factors in connection therewith. After considering such factors, the mayor and commission may require the deposit of a sum of money with Athens-Clarke County by the applicant to compensate Athens-Clarke County for the burden thereof. The mayor and commission may require the conveyance of such pumping facility, together with all appurtenances connected therewith, to Athens-Clarke County, together with such certificates of title or evidence of ownership as might be required by Athens-Clarke County. It is the intent of this provision that such pumping facility should not become a burden to Athens-Clarke County in operating and maintaining the same. The mayor and commission shall then deny or grant such request."

3. On April 12, 2021, PUD issued a task order to on-call engineer, Hazen and Sawyer, to produce a sanitary sewer pump station design guide in order to develop standard specifications for publicly owned pump stations in Athens-Clarke County.
4. On November 14, 2022, PUD published its sanitary sewer pump station design guide.
5. Since 2021, the following requests for conceptual approval of a public pump station and force main have been approved by M&C:

Address	Received by PUD	Approved by M&C
5090 Old Jefferson Rd	February 4, 2021	June 15, 2021
5100 Atlanta Hwy	August 3, 2021	February 1, 2022

6. On November 30, 2022, D.R. Horton, the subject property owner's developer, submitted a request to connect to the public sanitary sewer system by means of a public pump station and force main. The property owner, Jane H & William D Young Foundation, has proposed a subdivision development of approximately 215 single family dwellings.

FACTS & ISSUES:

1. Code Section 5-1-2(a)(6) references sewage pump stations under the heading of force mains. A force main is a sewer pipe that is pressurized by the pumps in a pump station. The reason for a pump station and force main is that gravity sewer connection is not feasible because either a) the sewage collection system under consideration is at a lower elevation than the gravity sewer to which the force main discharges or b) there is no gravity sewer down gradient from the development. Since all force mains are necessarily associated with a pump station, the terms force main and pump station are synonymous for regulatory

purposes.

2. Public Utilities Department (PUD) currently owns and operates one sewage pump station and force main, the Weatherly Woods Pump Station. The Weatherly Woods station moves sanitary sewage from the Winterville area and Weatherly Woods Subdivision to the Cedar Creek Water Reclamation Facility. The pump station was originally installed to facilitate the removal of the Weatherly Woods Oxidation Pond private wastewater treatment facility.
3. The Weatherly Woods Pump Station can pump over 2.5 million gallons per day (mgd) of sewage, though actual daily flows are much less. The average annual operating cost for this pump station is $76,500.
4. The section of the ACCGov Sewer Use Ordinance dealing with pump stations was developed to minimize the transfer of wastewater from one drainage basin to another. In designing ACCGov's wastewater collection system, PUD sizes all sewer lines to accommodate the estimated wastewater demand projected for a specific basin. The pipe sizing is also based on the existing Land Use Plan and the associated basin specific population projections. The unregulated transfer of wastewater from one basin to another can impact the design capacity of the sewer collection system in the receiving drainage basin. This can impact the future wastewater service availability within the basin.
5. The parcel at 1125 Newton Bridge Road lies in the same watershed as the nearby gravity sanitary sewer. However, due to the topography of the area, the majority of the subject property is at a lower elevation than the existing sanitary sewer. To serve the proposed development with public sewer, a publicly owned pump station will be required to transfer the sewage from this parcel to the top of line manhole in Deer Creek Drive, then through the Upper North Oconee (UNO) Sewer Interceptor to the North Oconee Water Reclamation Facility (**see Attachment #1**).
6. The projected wastewater flow from this subdivision development is approximately 43,200 gallons per day (gpd). As a comparison, a single-family average wastewater flow is 140 gpd. PUD evaluated the capacity of the Shoal Creek Interceptor and the Weatherly Woods Pump Station and determined capacity is available for this flow.
7. The developer is responsible for paying a deposit of $300,000 for the first 20 years of operation and maintenance. The present value of the estimated operation and maintenance cost at 20 years and 3% inflation is $99,000. The present value of the estimated power cost at 20 years and 3% inflation is $37,500 with solar power array included. The estimate of the useful life of the pump station is 20 years at which time the equipment would be replaced. The present value of the replacement cost is $163,500. The developer agreed to add solar power system to the design.
8. The financial burden imposed on rate payers to maintain and operate the pump station is somewhat mitigated by the $300,000 deposit. This deposit was only calculated for a 20 year time span.
9. PUD prefers gravity sewers to force mains due to the operation and maintenance costs associated with force mains. The benefit of approving the pump station will be opening up

an area of the county to more dense development than can be accommodated by septic tank wastewater treatment. Connection to the sanitary sewer and treatment at the CCWRF is the preferable treatment method. This development will increase housing availability in Athens-Clarke County.

10. PUD will contract with the developer for the deposit in connection with accepting the donated fixed asset such that the pump station will not be an extraordinary burden on existing Athens-Clarke County ratepayers. In other words, gravity flow is inexpensive whereas pumping has a development-specific cost that should not be imposed on ratepayers connected to the gravity wastewater collection system.
11. A proposed contract will be prepared to permit the installation of the pump station and convey ownership of the fixed asset to PUD once installed and approved. The project will be brought to the Mayor and Commission for preliminary approval of the design plans and specifications.
12. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Built and Natural Infrastructure Goal, Strategy C: *Provide adequate funding for maintenance of existing and newly constructed infrastructure.*

OPTIONS:

1. Mayor and Commission:
    a. Approve the concept of extending the public sanitary sewer along parcels on Newton Bridge Road by allowing the installation of a public sanitary sewer pump station built to ACCGov Public Utilities specifications;
    b. Authorize the developer to install a direct current (DC) grid tied solar array system (subject to the PUD and Office of Sustainability approval) commensurate with the power needed to fully operate the pump station and a backup power generator; and
    c. Authorize staff to accept the Newton Bridge Road Pump Station as a fixed asset to the Public Utilities Department for public operation and maintenance once installed and approved.
2. Mayor and Commission deny the request.
3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, b and c

DEPARTMENT: Public Utilities
Prepared by: Hollis Terry IV

Hollis Terry IV — January 31, 2023

Hollis Terry IV — Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b and c

Manager — February 14, 2023

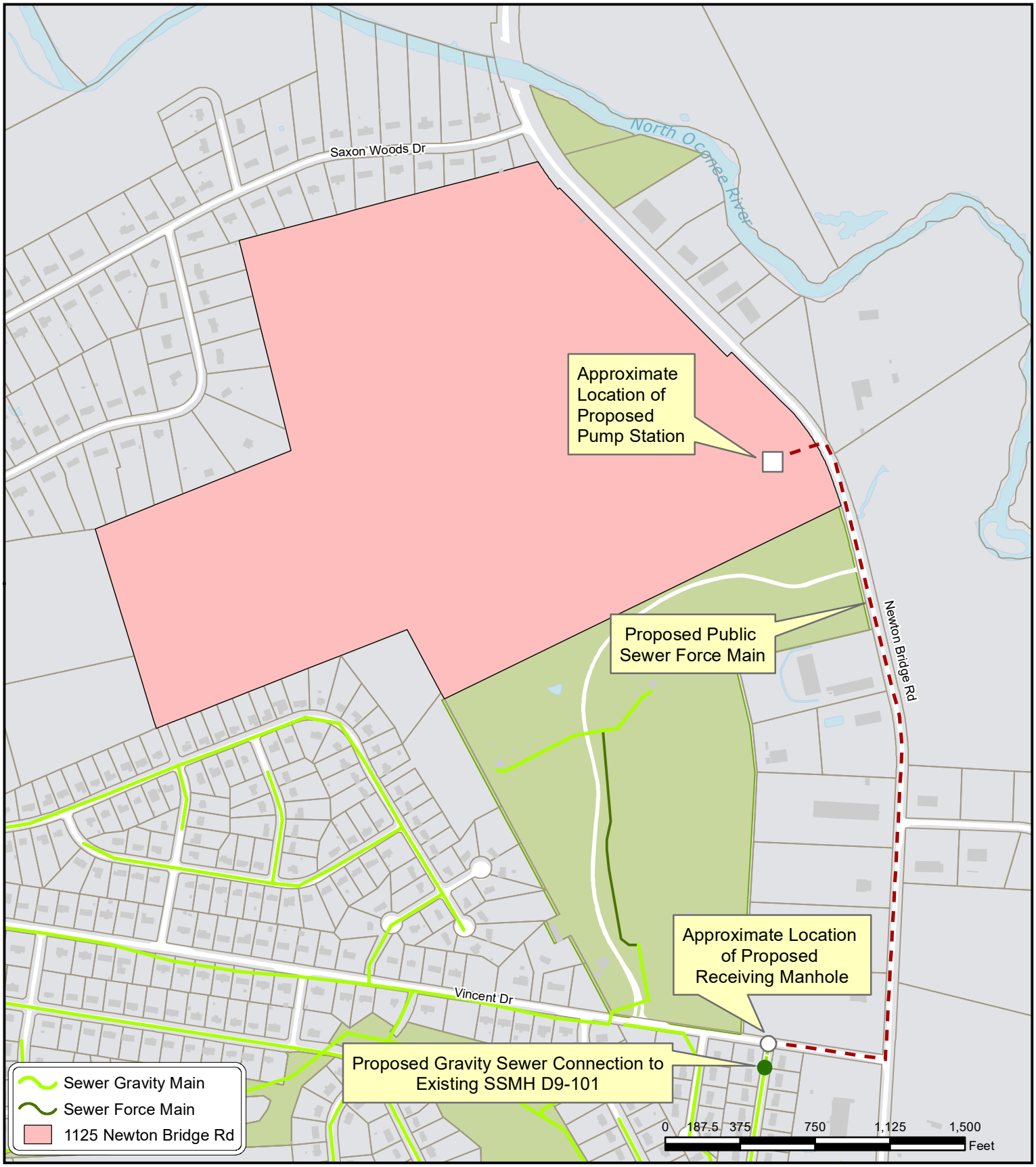
Manager — Date:

ATTACHMENTS:

Attachment #1 - Map

1125 Newton Bridge Rd Pump Station

Attachment #1



The Unified Government of Athens-Clarke County
Department of Public Utilities
124 E Hancock Ave. Athens Ga, 30601

Tuesday, December 6, 2022

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Software and Training Contract Award for Pavement Maintenance Program

DATE: February 7, 2023

BUDGET INFORMATION:

REVENUES:	$1,252,974	FY23 General Capital Paving Funds
EXPENSES:	$ 850,329	CY23 PMP Expenses & Encumbrances
	$ 69,745	Future PMP Program Funds (Designated)
	$ 332,900	Available for Paving Inventory Contract Services

FUNDING SOURCE: FY23 General Capital Paving Program

COMMISSION ACTION REQUESTED ON: March 6, 2023

PURPOSE:

To request that Mayor and Commission:

a. Approve contract services through KCI Technologies to provide a comprehensive pavement inventory and condition assessment with multiyear maintenance report and software training compatible with the ACCGov Geographical Information System (GIS) and Cityworks System for a cost not to exceed $332,900; and

b. Authorize the Mayor and appropriate staff to execute the necessary documentation.

HISTORY:

1. In 1997, Transportation and Public Works Department (T&PW) staff implemented a comprehensive Pavement Management Program (PMP) to address maintenance needs of the public roadway system. T&PW staff evaluates and updates the program on an annual basis.

2. On November 7, 2017, the voters of Athens-Clarke County approved the TSPLOST 2018 Program, which included funding for Pavement Rehabilitation.

3. On December 5, 2017, Mayor and Commission (M&C) approved the initial TSPLOST 2018 Program Implementation Schedule identifying the annual PMP funding from TSPLOST 2018 Program #07 to be used in conjunction with other fund sources.

4. On March 6, 2018, M&C approved the first calendar year PMP Project list for the CY18 PMP to match the paving season, which typically starts in March and ends in November. Since 2018, paving projects have been grouped into calendar year (CY) rather than fiscal year (FY).

5. On March 27, 2019, T&PW issued a Notice to Proceed to Arcadis, U.S., Inc. to perform automated pavement condition assessment and inventory of all of ACCGov roadways including inventory of signs and intersections utilizing an elementary pavement management software, Micro Paver (or Paver™).

6. In April 2019, Transportation and Public Works and other departments began utilizing Cityworks, a cloud-based work order and asset management system, to assign and track day to day operations for staff and to create an asset inventory.

7. On July 1, 2019, as part of the approved FY20 Operating Budget, a second Paving Inspector position was approved for hire in anticipation of increased paving program needs due to TSPLOST 2018 funding. This position was to be 100% funded by TSPLOST capital funds.

8. On June 15, 2020, Manager Williams shared with the M&C an Inter-Department Memorandum (IDM) with updates from T&PW on the new automated pavement rating initiative, including history and methodology used to assess the condition of roadway pavement. The memo describes the old rating system process in use through CY20 and the new pavement rating system implemented in CY21.

9. Between July 2019 and December 2022, Arcadis, U.S., Inc. and sub-consultant Infrastructure Management System worked with T&PW staff to identify roadway candidates for annual paving programs based on condition assessment performed in 2019 and hosted training on Micro Paver to T&PW staff.

10. On June 7, 2022, M&C approved the selection of six firms to provide on-call engineering services, one of which is KCI Technologies, Inc. The recommendations for these six firms was based on technical ability, experience, resources, references, interviews and overhead & profit/cost multipliers.

11. On January 26, 2023, KCI Technologies Inc. provided T&PW staff with a scope and fee proposal titled "Pavement Management Services and Right-of-Way Assets Inventory and Condition Assessment" (**Attachment #1**) including:

    a. Core Task: pavement inventory and condition assessment with multiyear maintenance software training compatible with the ACCGov Geographical Information System (GIS) and City Works System for a cost not to exceed $332,900; and

    b. Additional Task: right-of-way infrastructure inventory and assessment including traffic signs, pavement markings, pavement striping, curb & gutter, sidewalk, curb ramp, and traffic light inventory and condition assessment for a total fee not to exceed $464,100 (available within 12 months from notice to proceed on KCI's Core Task).

FACTS & ISSUES:

1. The ACCGOV annual Pavement Management Program prior to CY20 consisted of three main elements:

a. Inventory and evaluation of ACCGov roadways: T&PW Engineering Division staff inspect and evaluate the condition of arterial and collector roadway annually and every 2 years on residential roadways. This evaluation is used to define the general condition of each road and generates a numeric score known as the Pavement Performance Index (PPI).

b. Pavement maintenance activity selection: T&PW staff determines the appropriate maintenance strategy needed for each road segment, estimates the quantity and cost of such work, and prioritizes the roadways based on the numeric score and available funds.

c. Annual project development: T&PW staff develops the annual project list and maintenance activities based on the available budget and roadway conditions.

2. Prior to CY20, PPI condition scores were on a scale from 0 to 60 (0 for new roadway pavement and 60 for dirt roadway surface). A roadway segment with a PPI score ≥ 23 is considered to be poor to very poor and typically requires immediate rehabilitation and/or maintenance.

3. In CY20, T&PW initiated a new PMP methodology consisting of the following elements:

   - Inventory and evaluation of ACCGov roadways: A consultant performs an automated pavement condition and distress data collection utilizing advanced and sophisticated equipment mounted on a vehicle. A condition assessment and numerical Pavement Condition Index (PCI) score is generated for each roadway segment based on industry standards and the American Societies for Testing and Materials (ASTM) Standard D6433. Automated rating and surveying will be conducted every 3 years on arterials and collectors and every 5 years on residential roads (or every 4 years for all roadways).

   - Asset maintenance software & tools: PCI scores will be entered into PAVERTM (also known as MicroPaver) software, a Pavement Maintenance Management System originally developed in the late 1970's for the Department of Defense (DOD) to manage its vast inventory of pavements. The PCI for roads and parking lots became an ASTM standard in 1999 (D6433-09). New PCI scores will be entered into the software every 4 years.

   - Pavement maintenance activities selection: T&PW staff will work with consultants and local contractors to set up the PAVERTM software with preferred pavement treatments and historic unit costs.

   - Annual project development: T&PW staff will use the PAVERTM software to generate a multi-year program with alternative treatments based on the PCI based on available budget and preferred average PCI scoring.

4. T&PW staff has uploaded rating scores collected in 2019 into the PAVER™ program and have attended multiple virtual training sessions to learn how to utilize the software in order to maximize efficiency and transparency. The implementation and learning efforts have been challenging over the past few years, and staff has found several limitations to the functionality of PAVERTM software.

5. Since 2020, roadway PCI scores are being utilized to develop annual paving programs. The table below explains the scores and preferred applicable treatment in a perfect funding scenario:

PCI Range	Roadway Condition	Preferred Treatment (goal)
85-100	Excellent	Like new conditions – crack sealing planned four years from resurfacing
70-85	Very Good	Good to very good conditions that may\should receive crack sealing as preventative treatment
60-70	Good	Good conditions that should have received crack sealing and may be considered for other preventative treatments based on observed localized deteriorations.
40-60	Marginal	Acceptable conditions that requires immediate planning for heavier surface treatments, thin overlays and\or resurfacing. May require immediate localized treatments.
25-40	Poor	Not acceptable condition that requires overlays, surface replacement, base reconstruction, and\or possible subgrade stabilization.
0-25	Very Poor	Similar to poor conditions with high percentage of full reconstruction.

6. A roadway segment that scores poor or very poor (PCI ≤ 40) typically requires immediate rehabilitation and/or maintenance. It is the T&PW Department's objective to resurface most roadway segments with PCI ≤ 40, and add roadways with up to PCI ≤ 45 nearby or directly adjacent to said poor roads to the proposed resurfacing roadway list.
7. Remaining roadway segments in poor to very poor condition & with PCI ≤ 40 scores not selected within the Calendar Year resurfacing list, are aligned to be next on future Calendar Year paving programs. Additional roadway segments will be added based on allocated budget, projected deterioration rates, and approximate location to poor roadways (PCI ≤ 40).
8. The current CY22 PMP project as of January 31, 2023 is moving forward with 50% completed work on the preventative maintenance list and 70% completed work on the resurfacing/rehabilitation list. The contracted work is scheduled to reach substantial completion by March 2, 2023.
9. The contractor, Pittman Construction, requested a contract renewal to the current CY22 PMP unit price contract. The contract was bid for one year with the option to renew for two consecutive years. This will be the contractor's first renewal request. If agreed, an agenda will be presented to M&C to approve the CY23 PMP project list and to award Pittman Construction the CY23 PMP construction contract .
10. The Pavement Maintenance Program for ACCGov is funded by a combination of TSPLOST revenues, local General Fund capital funds, and state funding from GDOT.

11. The Cityworks Asset Management System is currently being used to assign work orders to staff, and geographically track this work over time. The software also has the capability to integrate with third-party systems, including the new Pavement Express software presented by KCI. This integration would allow roadway work orders to inform pavement condition ratings in real time. This would also allow paving inspectors to manually update pavement ratings through the Cityworks inspection module in addition to relying on the automated ratings being performed every 4 years.

12. If approved, staff will begin working with KCI Technologies to begin the automated inventory and assessment of ACCGov's roadway pavement for the 2023 calendar year with the goal to present to M&C a multi-year pavement maintenance and management plan based on multiple funding scenarios by Fall 2023. In addition, and as part of the proposed Core Task, staff will be trained to utilize Pavement Express software to track on-going pavement maintenance and run multi-year pavement programs scenarios based on funding.

13. This approach can provide important condition assessment of existing assets that need to be considered when developing a life cycle model for repair and replacement of selected items in the public rights-of-ways. With KCI's proposal and Core Task, they will capture other assets in the rights-of-way during their survey and ACCGov will have the option to pursue a complete asset inventory and assessment, that is available within the next 12 months, for an added cost as shown below (see **Attachment #1** for the complete proposal):

a.	Traffic Sign Inventory	$63,000
b.	Traffic Sign Reflectivity – Nighttime Survey	$60,000
c.	Pavement Marking Inventory	$35,000
d.	Pavement Striping Inventory	$35,000
e.	Pavement Marking Reflectivity – Nighttime Survey	$32,100
f.	Pavement Striping Reflectivity – Nighttime Survey	$32,100
g.	Curb and Gutter Inventory	$63,000
h.	Curb Ramp Inventory	$35,000
i.	Sidewalk Inventory	$42,000
j.	Sidewalk Condition Assessment (limited)	$38,900
k.	Traffic Light Inventory	$28,000

14. This recommendation supports the following Mayor and Commission Strategic Plan:

- Safely Move Around Athens Goal, Strategy E: *Enhance Safety for all modes of transportation*
- Built and Natural Infrastructure Goal, Strategy C: *Adequate funding for maintenance of existing and newly constructed infrastructure*

OPTIONS:

1. Mayor and Commission:
   a. Approve contract services through KCI Technologies to provide a comprehensive pavement inventory and condition assessment with multiyear maintenance report and software training compatible with the ACCGov Geographical Information System (GIS) and Cityworks System for a cost not to exceed $332,900; and
   b. Authorize the Mayor and appropriate staff to execute the necessary documentation

2. The Mayor and Commission do not authorize the Mayor and appropriate staff to apply for 2023 LMIG program funds at this time.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1a and b

DEPARTMENT: Transportation & Public Works
Prepared by: Rani Katreeb, P.E., Assistant Director



Stephen Bailey
Director

February 6, 2023
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1a and b



Manager

February 14, 2023
Date:

ATTACHMENTS:

Attachment #1: KCI Pavement Management Services and Right-of-Way Assets Inventory and Condition Assessment

Attachment #1

KCI TECHNOLOGIES

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

2160 Satellite Boulevard, Suite 130 • Duluth, GA 30097 • Phone 678-990-6200 • Fax 678-990-6222

January 26, 2023

Rani Katreeb, PE
Assistant Director
Transportation & Public Works
Athens-Clarke County
120 W Dougherty Street
Athens, GA 30601

Re: **Pavement Management Services and Right-of-Way Assets Inventory and Condition Assessment**

Dear Mr. Katreeb:

KCI Technologies, Inc. (KCI) understands that Athens-Clarke County is seeking consulting services to provide a comprehensive street condition assessment of approximately 633 centerline miles of streets. The County also needs an inventory and condition assessment of right-of-way infrastructures, such as signs, marking, striping, curb and gutter, sidewalks, curb ramps, traffic lights, and nighttime retroreflectivity survey of signs and markings. The County also requires a multi-year maintenance and rehabilitation plan with a few budget scenarios utilizing pavement management software, training staff, and providing software support. As a result of the condition assessment, the County requires a report illustrating all data and findings, including recommendations for maintenance and rehabilitation.

With more than 66 years of significant experience providing professional engineering and assessment services for a variety of clients like the County, KCI has the necessary resources, knowledge, and experience to manage and execute this contract for the County, and we are pleased to submit this proposal for your consideration. KCI has expanded its presence to four Georgia offices within 50 miles of the County. With more than 170 employee-owners located strategically throughout Georgia, our staff supports local, county, and state projects.

The success of any project, particularly a project of this magnitude and complexity, depends on the qualifications and experience of the consultant team. KCI, along with our teaming partner Roadway Asset Services, LLC (RAS), offers an extensive portfolio of pavement data collection and assessment to help the County's plan for future maintenance and asset management initiatives. Partnering with RAS to bring state-of-the-art pavement data collection technology to the County is a great benefit to the County, it will allow the KCI and RAS team to meet the anticipated schedule.

Our team is exceptionally qualified to perform the work described because:

- We are familiar with the County's pavement conditions, maintenance, and rehabilitation techniques.
- We provide an automated **digital pavement condition index (PCI) rating representing the condition of 100% of the driven lanes**, not based on a sample; therefore, we can also accurately estimate repair needs and costs.
- Our automated digital survey vehicle with **32MP 360° camera and Laser Crack Measurement System (LCMS)** provides an efficient, effective, and repeatable collection and detection process.
- We will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to **clearly detect the type, severity, and extent of the distresses.**
- Team members possess **specialized education and experience in pavement engineering** and understand the pavement distress mechanism and repair strategy to **maximize pavement performance at a minimal cost**.
- We offer a full-service Asset Management practice with expertise in pavement management software – **PAVER, Pavement Express-Agile Assets, Cityworks**, and other CMMS software.
- We are also experienced with **transitioning between pavement management systems, integrating pavement condition data with work order management systems,** and **developing dashboards on the GIS platform**.
- We present the results of the **pavement condition assessment, repair analysis, and budget scenarios to the County Commission/Committee members** and help justify the budget needs.
- We have a **proven team dynamic that is professional and pleasant.** We will maintain a collaborative team throughout the project and foster collaboration and open discussion with the County.

On behalf of the entire KCI team, we appreciate the opportunity to submit our project approach to Athens-Clarke County for this Pavement Management Services and Right-of-Way Assets Inventory and Condition Assessment contract. If you have any questions regarding our submittal, please contact Shahidul Islam, PhD, PE, our proposed Project Manager, at 410.472.5937 or shahidul.islam@kci.com. We look forward to working with you.

Respectfully,

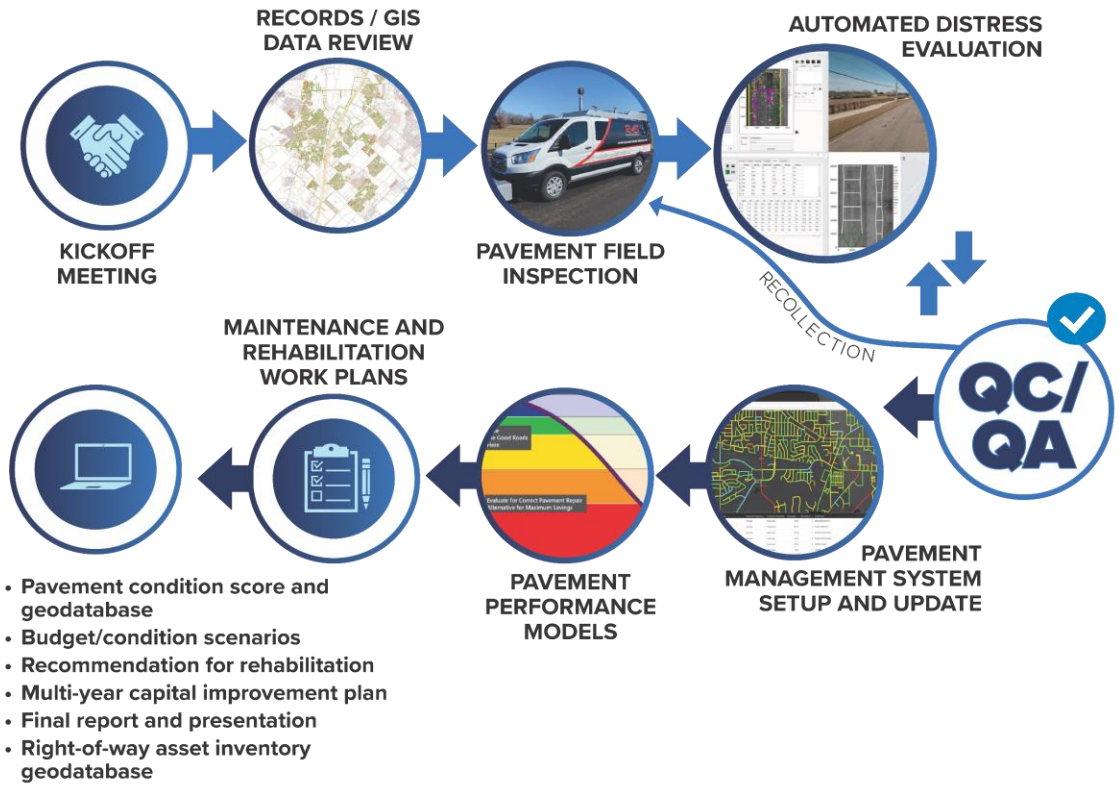
Shahidul Islam, PhD, PE
Project Manager

Heidi Hammel, GISP, PMP
Vice President

PROJECT UNDERSTANDING

KCI understands that Athens-Clarke County is interested in performing a County-wide automated pavement condition assessment, determining the pavement condition index (PCI), and developing a multi-year maintenance and rehabilitation plan for approximately 633 centerline miles of streets. The County also requires a multi-year pavement maintenance and rehabilitation plan and a few scenario analyses based on budget and conditions. We also understand that we will provide pavement management software training to the County staff so that the staff will be able to update pavement maintenance and repair history, generate conditions charts and graphics, and run pavement management analysis over time. The County also needs an inventory and condition assessment of right-of-way infrastructures, such as signs, marking, striping, curb and gutter, sidewalks, curb ramps, traffic lights, and nighttime retroreflectivity survey of signs and markings.

KCI will collect pavement and right-of-way asset data utilizing the state-of-the-art Laser Crack Measurement System (LCMS). KCI will configure the pavement management system with currently adopted and other appropriate pavement preservation and rehabilitation strategies and costs to run several budgets and condition scenario analyses. Using graphics, charts, images, and narratives, we will generate a detailed report with existing pavement condition analysis and findings. We will also develop a multi-year capital improvement plan (CIP), including the maintenance and rehabilitation recommendations and estimated costs for all identified roadway sections. KCI will also develop an Esri GIS-compatible inventory of right-of-way infrastructure, such as signs, marking, striping, traffic lights, curb and gutter, curb ramps, and sidewalks, and will perform nighttime pavement sign and marking retroreflectivity survey. The sections below detail how KCI would meet the County's needs in carrying out the project. A diagram of our proposed approach is depicted below:



PROJECT APPROACH – CORE TASK

TASK 1.0 – Kickoff Meeting and Records Review

KCI understands the importance of planning and preparation at the onset of a project. KCI will coordinate with the County for a project kickoff meeting to confirm the scope, extent, and contents of surveys as well as the following items:

- Project management
- Scope, project schedule, and milestones
- GIS shapefile of the County's network and segmentation
- Review essential pavement condition and street inventory data to be collected
- Field pilot for pavement data collection and quality verification
- Construction history and deliverables

Shahidul Islam, our proposed project manager, and Dierdre Blackard, our local liaison based out of KCI's Duluth office, can meet with the County staff on-site for the kickoff meeting. KCI will arrange a virtual kickoff meeting for project initiation and high-level planning if the County prefers. The meeting will be scheduled before data collection.

KCI believes communication is the key to a successful project. Our project manager, Shahidul Islam, will work with the County to schedule monthly project coordination meetings and define channels for communication between the KCI team and the County staff.

At the onset of the project, we will review the County's existing centerline data and create a pavement database based on the centerline layer. If necessary, we will also digitize or import any new streets that may have been recently constructed and/or accepted by the County. At this stage, we will:

- Create a pavement database using the existing centerline data.
- Maintain the unique identifier of each of the road segments.
- Maintain a persistent link to the GIS data

Following pavement database creation, we will generate GIS layers and maps for use by the survey vehicle and confirm the appropriate roadways and mileage with the County before collection.

DELIVERABLES

- Kickoff meeting minutes and finalized scope, schedule, and project milestones
- An updated roadway network geodatabase to be utilized for pavement data collection

TASK 2.0 – Automated Pavement Distress Survey

TASK 2.1 - PAVEMENT DATA COLLECTION

For pavement condition data collection, KCI will partner with Road Asset Services, LLC (RAS) to collect and evaluate the County's roadway network with fully automated technologies. To complete the automated pavement condition assessment, the KCI team will use one or more state-of-the-art RAC vehicles (shown below) equipped with:



- The LCMS-2 camera is a downward-facing laser array providing images used to evaluate data that conforms with ASTM D6433 protocols, which uses two 1-millimeter-pixel resolution line scan cameras to provide a customized digital condition rating system to collect user-defined severity/extent-based pavement distresses and rutting.
- The pavement distress type, density, severity, and extent are collected with the LCMS-2 and are used to calculate a PCI score between 0-100, representing the condition of 100% of the driven lanes.
- Point Gray Ladybug 5+ 32MP 360-degree High-Definition camera (utilized for accurate ROW asset capture, extraction, and pavement QC/QA) is far superior to multiple independently mounted HD cameras.
- A class 1 inertial profiler for simultaneously capturing dual-wheel path (left and right) IRI measurements to the hundredth inch, in accordance with AASHTO R48. The profiler has gone through ASTM E-950 certification and has been independently certified by Texas A&M Transportation Institute (TTI) and the National Center for Asphalt Technology (NCAT). The inertial profiler meets the requirements and will operate in accordance with AASHTO Standards M 328, R 57-10, R 56-10, and R43M/R43-7.
- Linear distance measuring to within +/-0.5%, and Applanix POS/LV with DGPS (Provides accurate GPS coordinates for each subsystem).

The methods for automated data collection and pavement condition rating are repeatable and defensible. Other essential features of the automated pavement data collection are:

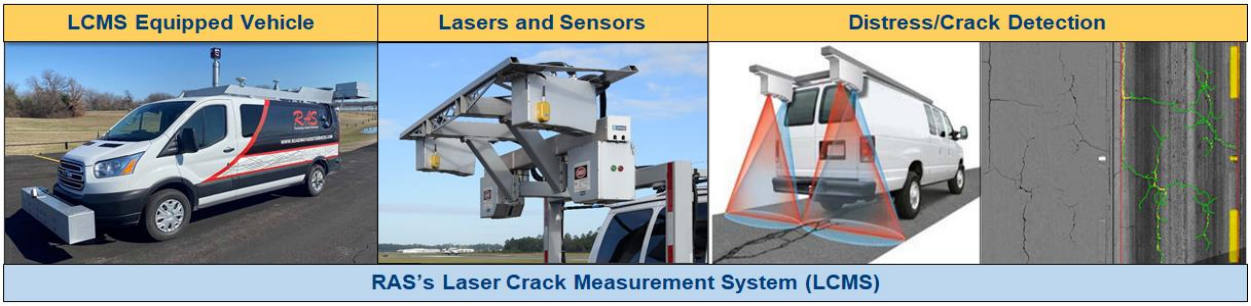
- The images will be collected at 20-ft intervals as 360 degrees right-of-way panorama, including forward, rearward, and downward pavement viewing images.
- Conduct pavement survey work on dry pavement and in lighting conditions that improve the accuracy of crack detection.
- Collect imagery during daylight hours, with no rain, fog, or snow visibility obstructions.
- Any road segment (s) that exhibit low image quality due to lighting will be recollected.

TASK 2.2 - FIELD PILOT

During the project kickoff meeting, team members will determine a pilot area of approximately 15 miles for deliverable review by County staff. The pilot allows the KCI team to collect, process, and review condition data with County staff to confirm the accuracy of the data collection and interpretation protocols. The review of the condition data will be hosted by our project manager, Shahidul Islam, and pavement data QA/QC manager, Scot Gordon, PE, in the field, where we will review site conditions with County staff.

TASK 2.3 - PAVEMENT CONDITION DATA PROCESSING

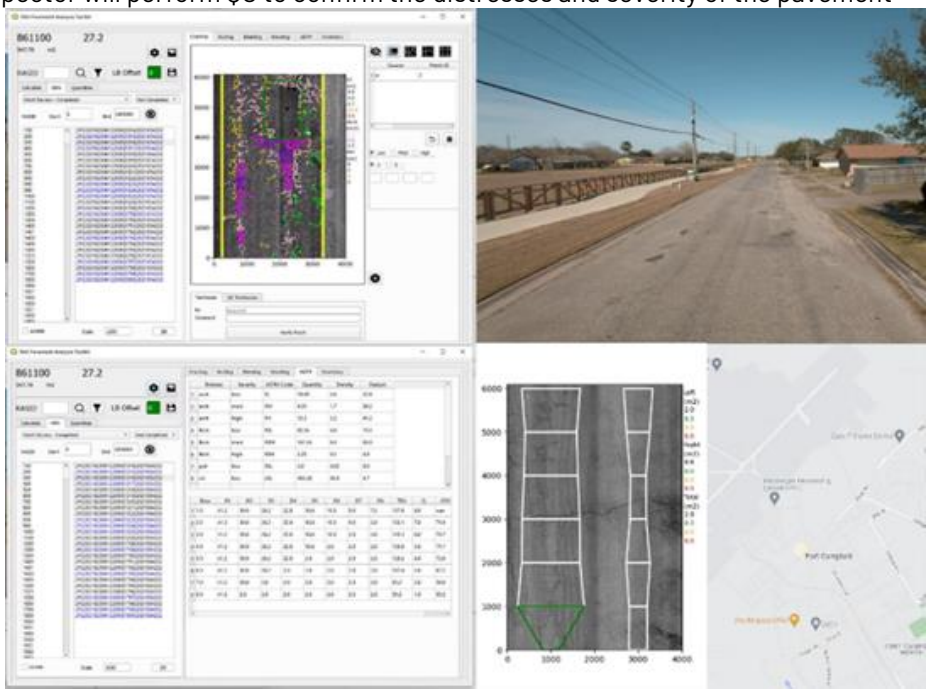
After data is collected in the field and uploaded to the office environment, it is imported using the AI pavement rating tool Road Technical Rating Intelligence Program (**Road TRIP™**). At this stage, major data processing tasks also occur, such as the generation of right-of-way and pavement image streams, calculation of profile, roughness, rutting, detection of cracks, lane-markings, man-made objects, and other distresses. The automated crack analysis detects cracks that are then overlaid on the pavement images and offset to assist with the verification of the detected cracks. The severity levels are identified based on the defined limits (ASTM D6433) and verified for resolution through visual quality control checks of image files. Where density metrics are required, these are determined using the reported interval length and the width of road zones.



Automated Pavement Condition Data Processing

The pavement distress (type, severity, and extent) data will be loaded into pavement management software to calculate pavement condition index (PCI) values for each pavement section. Each section will be rated based on the PCI scale of 0 to 100, where 0 represents a failed roadway condition, and 100 represents an excellent/new roadway condition.

An experienced pavement inspector will perform QC to confirm the distresses and severity of the pavement condition data collected by the automated technology. The **Road TRIP™** software allows the pavement and right-of-way imagery to be synchronized and the distress data to be displayed geospatially to provide another layer of quality assurance. This manual quality review is performed in accordance with the principles of the ASTM D6433 standard, using the LCMS pavement images gathered during the collection with the distresses superimposed and color-coded, such as what can be seen in the corresponding image.



TASK 2.4 - PAVEMENT DATA QUALITY MANAGEMENT PLAN

We have a proven quality assurance /quality control procedure for all RAC image collection projects. Our QA/QC procedures begin with our RAC image collection process. **Quality is checked to reduce schedule disruptions and repeated work, so the County receives the precise pavement distress data and PCI values.** While managing the project's cost and schedule, KCI strives to exceed expectations whenever possible. KCI understands quality is not something that is added at the end of the project; it is the aggregation of the team's effort and each employee's work product. Our quality philosophy follows the same approach, as embodied in the following statements:

- **Be Responsible:** KCI employees and their subcontractors are responsible for the quality of their work daily and are required to communicate quality problems to the appropriate manager.
- **Two-Person Rule:** A second person competent in the subject will review essential work products and external communications before the product is transmitted to a customer.

Specific **QA / QC checks** will include:

- GIS checks of coverage from collected images to confirm no areas were missed.
- Visual image quality checks to check for acceptable focus and clarity.
- Data range checks for acceptable data from vehicle sensors.
- Quality checks on 20% of the data to confirm the validity of the PCI scores.
- Start data collection at least an hour after sunrise, and stop data collection an hour before sunset
- Only survey clear and dry pavements

Specific **acceptance measures** will include:

- Regular correspondence with the County to review all collected information
- Submit all deliverables in draft form for review and feedback before final delivery.

DELIVERABLES

- A final GIS file geodatabase containing collected pavement data (containing the type, severity, and extent of distresses along the road segment as defined by the ASTM D6433 methodology), distresses, and PCI value.
- All five views from the Ladybug imagery and a single view of the LCMS downward pavement imagery.
- Presentation of pavement condition score to County staff

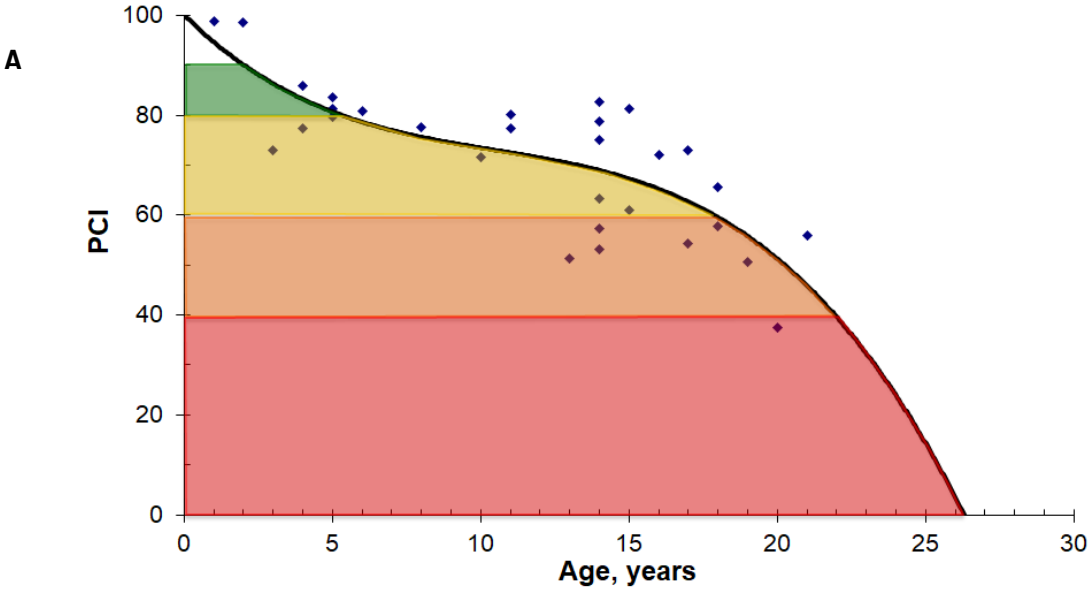
TASK 3.0 – Pavement Management System Update and Recommendations for Maintenance and Rehabilitation

KCI will utilize the County's currently used PAVER™ or preferred pavement management software to perform pavement condition analysis, pavement performance model development, treatment matrix, and budget scenarios and develop a multi-year pavement management plan. During the kickoff meeting, KCI will discuss the features of PAVER and Pavement Express (developed by AgileAssets/Trimble) with the County so that the County can decide on the best pavement management system based on the needs. KCI will perform the following analysis to develop recommendations on the maintenance and rehabilitation of pavements.

TASK 3.1 - PAVEMENT PERFORMANCE MODELS

The primary step in developing recommendations for maintenance and rehabilitation is to develop pavement performance models to predict the future condition of the pavements. The pavement performance modeling process identifies and groups pavements of similar construction and is subjected to similar traffic patterns, weather, and other factors that affect pavement life. We will develop pavement performance models based

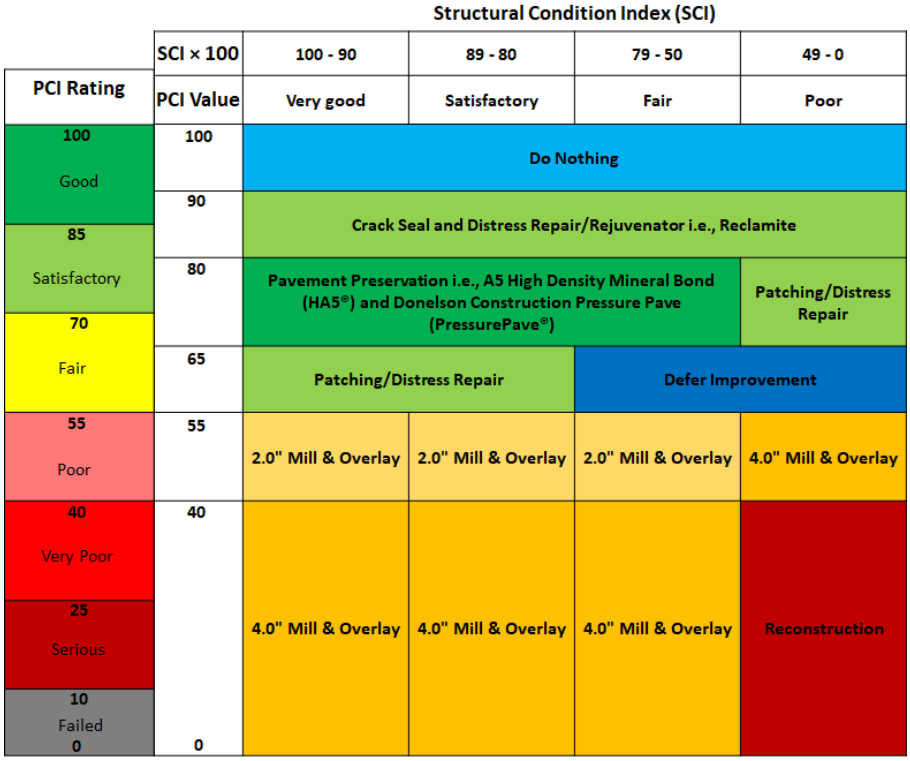
on traffic, surface type, functional class, and use. **We will also use the County's historical pavement condition data to develop the models**. We will present the models to the County for review based on local knowledge of pavement life cycles.



Sample Pavement Performance Model

TASK 3.2 - TREATMENT MATRIX

KCI will work with the County to finalize the pavement maintenance and rehabilitation methods/treatments and the unit costs of the treatments. Treatment selection criteria will be created to define when a particular treatment is used and its consequences on the pavement conditions. The treatment matrix can be based on the PCI, distresses, traffic, and functional class to incorporate the County's pavement preservation goals. KCI will work with the County to include new pavement preservation and maintenance techniques recommended by the GDOT and based on local experiences to develop the treatment matrix.

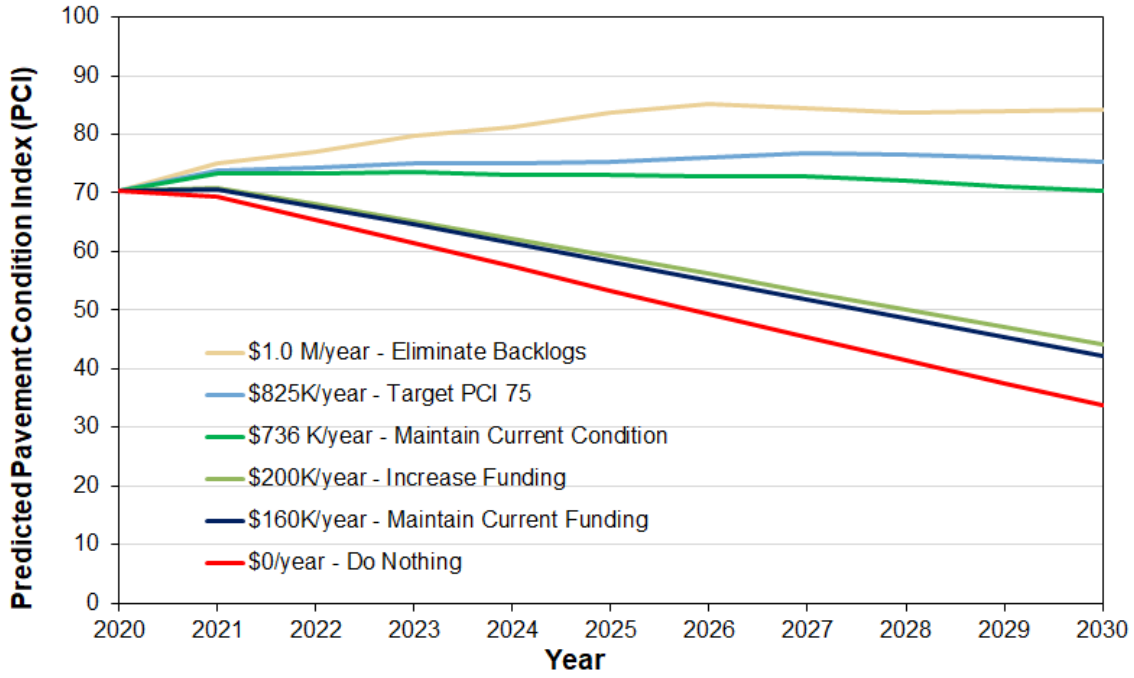


A Sample Pavement Treatment Matrix Based on PCI and Structural Conditions

TASK 3.3 - BUDGET SCENARIOS AND MULTI-YEAR MAINTENANCE & REHABILITATION PLAN

KCI's data-driven rehabilitation needs and budget analysis leads to a more effective, efficient, and productive organization and high-performance pavement management systems to create custom scenarios that help investigate different target conditions and funding levels. So, how much money should the County allocate for the pavement management program? A few sets of budget and condition-based analyses can be used to fuel data-driven decisions. KCI will generate budget scenarios based on available/targeted budgets and conditions. A few examples of scenarios that can be generated are:

- Eliminate backlogs (i.e., no pavement in poor or worse conditions)
- Maintain the current funding level
- Budget required to maintain a specific condition level
- Balanced option based on a combination of the factors shown above
- Budget required to improve the condition to a target condition
- Add moderate funding relative to current levels



A Sample Budget Scenario Analysis

The pavement management software can also perform the following analysis:

- Force certain roadways (committed projects) to be rehabilitated in a determined year to correspond with a utility project or other priorities in the County. The KCI team will work with the County to determine the work performed and incorporate it into the analysis as 'committed projects.'
- Exclude certain roadways from the analysis that will be resurfaced or reconstructed by other means (such as part of a federally funded project, part of a future development project, etc.).
- Categorize the roadways into groups for analysis, such as arterials, collectors, neighborhood streets, local roads, etc. Custom funding can be allocated for the maintenance and rehabilitation of the various groups.
- Populate data from the software back into the County's GIS system.

The budget scenarios to be included will be finalized in consultation with the County, and the final recommended scenario will be utilized to develop a multi-year maintenance and rehabilitation plan. The program will include recommended preventative maintenance amounts, costs, and other pavement preservation strategies. The final pavement maintenance plan will achieve spatial efficiency by aggregating segments to form larger projects.

DELIVERABLES

- A GIS shapefile/map showing a localized maintenance plan for 2023, including repair type, repair location, and cost estimates.
- A multi-year pavement capital improvement plan (CIP) in GIS shapefile/map format prioritizing roadway rehabilitation and planning cost estimates for the recommended rehabilitation activities
- A final report that summarizes the current conditions, budget and condition scenarios, and multi-year capital improvement plan
- County Commission/Committee presentation of the final report

TASK 4.0 - Software Support and Pavement Management Training

KCI will provide pavement management software training to develop its staff resource(s) to manage the updates related to maintenance and rehabilitation activities and gradually be comfortable with generating reports and running the analysis.

We plan to provide two-day (16-hour) on-site PAVER™ or Pavement Express and integration with Esri ArcGIS training sessions to the County staff. We will also provide pavement management software support for 96 hours over 12 months. The training session will provide hands-on experience with examples including:



- Basics of pavement management
- Best practices of pavement maintenance and preservation
- Adding, removing, and updating pavement attributes data in PAVER™/Pavement Express from shapefile and Excel-based data
- Importing and exporting data out of PAVER™/Pavement Express to integrate with the County's GIS system
- Updating maintenance, rehabilitation, and construction history data
- Generating PCI-based color-coded maps, conditions summary charts, and graphics for the meetings and presentations
- Generating pavement condition-related data summary

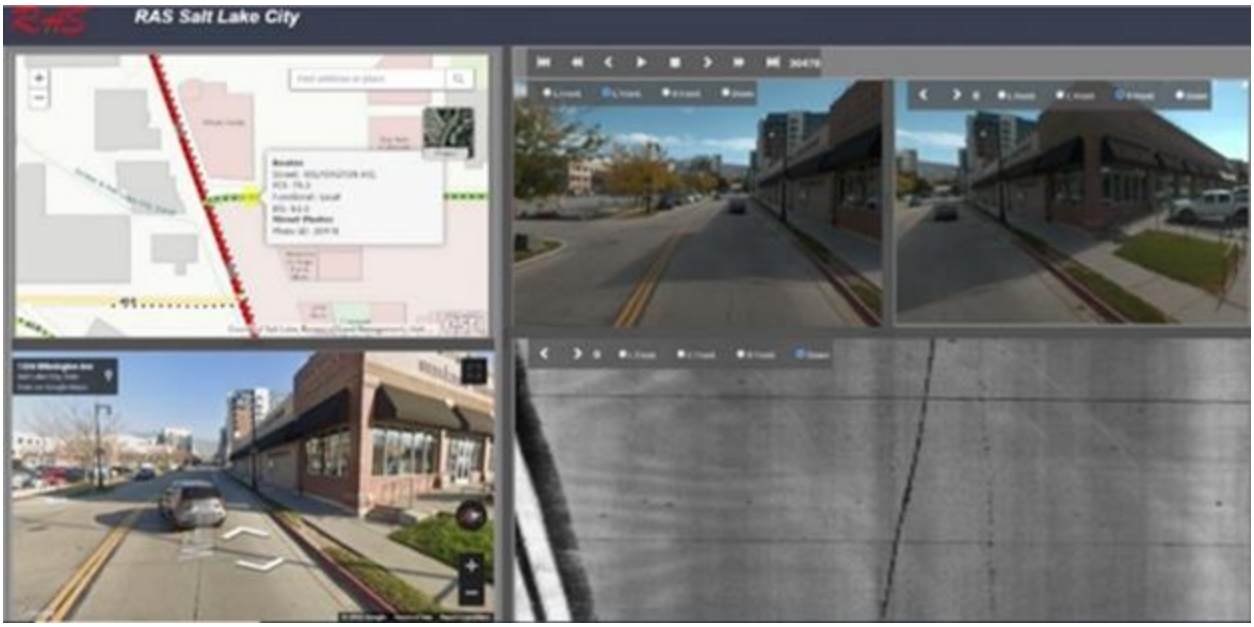
DELIVERABLES

- Training materials and sample pavement database for hands-on training
- Two days of on-site training
- 96 hours of software support over a 12-month period

TASK 5.0 - Pavement Image Viewer Dashboard

KCI will deliver a web-based and GIS-centric viewer to allow the County to take a virtual drive along the roadway without leaving the office. The viewer is hosted on a reliable web service. The RAS Image Viewer allows Athens-Clarke County staff to load pavement and ROW imagery for a specific location within the Agency and sequentially travel down the roadway. If ROW assets are selected, these can also be viewed by the viewer. The features of the pavement image viewer include:

- GIS integration of pavement conditions and imagery
- Pavement's right-of-way image with different views, such as left, center, right
- Downward view image for having closer look to pavement surface and distress
- Pavement network segmentation with color-coding based on the PCI values
- Ability to select any pavement section on the map and view the corresponding section's images
- Google street-view images



A Sample of Pavement Image Viewer Dashboard

DELIVERABLE

- KCI will provide the County with a URL to the County's hosted Image Viewer. KCI will host the Client's imagery for a term of five years.

Project Schedule – Core task

We propose a seven-month preliminary schedule to complete pavement condition evaluation, perform budget scenario analysis, develop a multi-year maintenance and rehabilitation plan, and train the County staff on the pavement management system.

Description of Tasks	Days	Month						
		1	2	3	4	5	6	7
Kickoff Meeting & Records Review	7							
Field Pilot Data Review and Automated Pavement Data Collection	30							
Automated Pavement Data Processing	75							
Database Preparation for Paver/Pavement Express	7							
PCI and Condition Analysis Presentation to the County	7							
M&R Planning; Budget Scenarios & Optimization Analysis	45							
Multi-Year Rehabilitation Plan and Final Report	14							
Final Report, PMS Software Support, & Training	30							
Pavement Image Viewer Dashboard								

Project Fee – Core task

KCI's lump sum price for the project is shown in the following table. All prices include labor, overhead, travel, and other direct costs. KCI will submit monthly invoices based on the percent complete, and all invoices require payment to be made within 30 days of receipt of our invoice.

Task	Pavement Management Services	Fee
1.0	Project Setup - Kickoff Meeting, Records Review, Pavement Inventory Updates & Project Management	$ 40,600.00
2.0	Scanning Roadways and Providing Current PCI with Current Roadway Assessment Report	$ 172,100.00
3.0	Multi-Year Maintenance and Rehab 4 scenarios & report (with software installation on ACC server/PC)	$ 60,300.00
4.0	Software Training & Support for 12 months	$ 42,400.00
5.0	Pavement Image Viewer Dashboard	$ 17,500.00
	Total Fee Pavement Manaagement Services and Training =	**$ 332,900.00**

ADDITIONAL TASKS ARE NOT INCLUDED IN CORE TASK & OPTIONAL WITHIN 12 MONTHS

ADDITIONAL TASK - RIGHT-OF-WAY INFRASTRUCTURE INVENTORY

KCI has extensive experience developing right-of-way asset inventory and assessment for many assets such as sidewalks, signs, marking, traffic signals, curb and gutter, curb ramps, ADA ramp compliance, barriers, manhole covers, valves, guardrails, light poles, and utilities. At a minimum, all assets will have attributes such as asset IDs, street segment IDs, location, type, condition (if applicable), material (if applicable), descriptions (if necessary), and other attributes as deemed appropriate by County staff. With the images from the Ladybug 360° camera system, KCI will develop an Esri ArcGIS inventory and assess the following right-of-way infrastructures. Assets will be extracted from both sides of the roadway which is the centerline miles doubled or 1266 lane miles.

TASK 1.1 - Street, Traffic, and Radar Signs Inventory and Support Type

Our pavement and ROW collection vehicles will collect right-of-way asset inventories while collecting data for the pavement condition survey. The vehicles will capture images at an interval of approximately 20 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. Street signs will be extracted on approximately 1,266 lane miles of County maintained paved streets. We will collect the following:

Sign Attributes (Point Feature):



- Sign ID
- Neighborhood name
- Street Name (Location)
- Latitude and longitude location
- MUTCD Code
- Sign Text
- Photo Image link
- Physical Condition Rating
    - Good: the sign is visible, not faded, straight/upright, legible, and has no graffiti
    - Fair: sign has minor to no visual defects with good reflectivity, not faded, straight/upright, legible, and has no graffiti = sign that may need replacement after five or more years
    - Poor: sign has many visual defects with poor reflectivity, faded, bent, or pushed over (sign panel or post); heavy graffiti; obstructed; not visible or legible = sign needs immediate replacement
- Sign Face Direction
- Type
    - Street
    - Traffic
    - Radar
- Comments
- Support structure type (Post Material)
    - Wood Pole

ADDITIONAL TASKS ARE NOT INCLUDED IN CORE TASK & OPTIONAL WITHIN 12 MONTHS

- Bridge
- U-Channel
- Utility Pole
- Mast Arm
- Pipe
- Steel Square
- Streetlight
- Traffic Signal
- Other

DELIVERABLES

- A street sign, traffic sign, and radar sign inventory, including supports with attributes identified above in a GIS file geodatabase.

TASK 1.2 - Street and Traffic Sign Retroreflectivity Testing

Visual Nighttime Inspection Method (FHWA-SA-07-020)

The Visual Inspection Method involves an inspector (over age 60) who will assess the visibility and retroreflectivity of the traffic signs as the signs are approached. The inspector will utilize a vehicle that is a SUV, newer than the model year 2000. Signs need to be replaced if they do not meet the comparison defined in one of the three approved procedures: The calibration Signs Procedure, the Consistent Parameters Procedure, and the Comparison Panels Procedure. For this project, we will be utilizing a combination of the Calibration Signs Procedure and the Comparison Panels Procedure. The description of these procedures is provided as contained in the FHWA document: https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-09/sign_retro_4page.pdf



Calibration Signs Procedure – Calibration signs are viewed prior to conducting the nighttime inspection. The calibration signs have retroreflectivity levels at or above the minimum levels. These signs are set up so that the inspectors can view the calibration signs in a manner similar to how they will conduct the nighttime inspection. The inspector uses the visual appearance of the calibration sign to establish the evaluation threshold for that night's inspection activities.

Calibration signs are needed for each color of sign for which there are minimum levels. The calibration signs are viewed at typical viewing distances and from the same vehicle that will be used for conducting the inspections. The calibration signs need to be safely stored between inspections so that the retroreflectivity of the calibration signs does not deteriorate over time. Calibration signs are checked at periodic intervals to ensure that the calibration panels have the appropriate retroreflectivity levels.

Comparison Panels Procedure – Small comparison panels are used to assess the retroreflectivity of questionable signs. The comparison panels are fabricated at retroreflectivity levels that are at or above the minimum levels. When the retroreflectivity of a sign is considered to be questionable, a comparison panel is attached to the sign, and the inspector views the sign/panel combination.

ADDITIONAL TASKS ARE NOT INCLUDED IN CORE TASK & OPTIONAL WITHIN 12 MONTHS

If the comparison panel appears brighter than the sign, the sign needs to be replaced. Utilizing both methods will help the inspector in situations where the retroreflectivity is questionable. The inspector will use the Calibration Signs Procedure, and if the inspector encounters a situation where the inspector is unsure, the inspector can then use the Comparison Panels Procedure.

Sign Reflectivity Attribute Model

- **Non-Compliant** – Extremely low or no visibility when viewed at distances over 500 feet (greater than 10 skips or at a distance when the sign first comes into view) and/ or not legible at 250 feet or less (i.e., Less than 5 skips).
- **Compliant** – Clearly visible when viewed at distances over 500 feet (greater than 10 skips or at a distance when the sign first comes into view) and good legibility at 250 feet or less (i.e., less than 5 skips).

We will utilize the two-person data collection method, where one person drives the vehicle and the second person (over age 60) assesses the retroreflectivity of each sign. The inspector will use a compute/tablet with sign inventory geodatabase and will record 'compliant' or 'non-compliant' information.

DELIVERABLES

- A street sign, traffic sign, and radar sign inventory with retroreflectivity compliance information in a GIS file geodatabase based on nighttime visibility survey.

TASK 1.3 – Pavement Markings

Our pavement and ROW collection vehicles will collect right-of-way asset inventories while collecting data for the pavement condition survey. The vehicles will capture images at an interval of approximately 20 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. KCI will collect the following:

Pavement Marking Attributes (Point Feature):

- AssetID
- Latitude and longitude location
- Street Name (Location)
- Photo Image link
- Type
    - Left Arrow
    - Right Arrow
    - Straight Arrow
    - ONLY
    - SCHOOL
    - XING
    - STOP
    - AHEAD
    - BUS
    - Left-thru Arrow
    - Right-thru Arrow



ADDITIONAL TASKS ARE NOT INCLUDED IN CORE TASK & OPTIONAL WITHIN 12 MONTHS

    - Bike Icon
    - BIKE
    - ENDS
    - LANE
    - Bike Diamond
    - Bike Arrow
    - Merge Left Arrow
    - Merge Right Arrow
    - Speed Hump Arrow
    - Speed Hump Block
    - SLOW
    - Left/Right Arrow
    - Unknown
- Marking Color
    - White
    - Yellow
    - Green
    - Other
- Physical Condition Rating
    - Good
    - Fair
    - Poor
- Comments

DELIVERABLES

- A pavement marking inventory with attributes identified above in a GIS file geodatabase

TASK 1.4 - Striping and Crosswalks

Pavement and ROW collection vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement condition survey. The vehicles will capture images at an interval of approximately 20 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. KCI will collect the following:

Pavement Striping Attributes (Linear Feature):

- AssetID
- Latitude and longitude location
- Street Name (location)
- Photo Image link
- Type

ADDITIONAL TASKS ARE NOT INCLUDED IN CORE TASK & OPTIONAL WITHIN 12 MONTHS

    - Continuous Left
    - Double
    - Hash
    - Solid
    - Stop Bar
    - Skip
    - Diagonal
    - Crosswalks
    - Loading Zones
    - Handicap Parking
    - Other
- Striping Color
    - White
    - Yellow
    - Red
    - Green
    - Blue
    - Other
- Physical Condition Rating
    - Good
    - Fair
    - Poor
- Length
- Comments



DELIVERABLES

- A pavement striping inventory including crosswalks with attributes identified above in a GIS file geodatabase

TASK 1.5 – Pavement Marking and Striping Retroreflectivity Testing

Consistent Parameters Nighttime Visual Inspection Method

This method involves a nighttime review at highway speeds with low-beam headlamps by an inspector who is aged 60 years or older (FHWA-SA-22-028, 2022). The trained inspector judges the adequacy of the markings to meet his or her nighttime driving needs. The pavement marking visibility viewed by an inspector who is 60 years or older can be considered a surrogate for maintained retroreflectivity that meets the needs of drivers.

General Procedures

The consistent parameters nighttime visual inspection method is typically conducted using a two-person crew. While the driver focuses on the driving task, the inspector (aged 60 years or more) evaluates the pavement markings and records the appropriate information. Those markings judged by the inspector to not

meet his or her driving needs are noted as needing to be replaced (i.e., can the older driver see the markings far enough in advance to make appropriate decisions and maneuvers at normal driving speeds?). Retroreflectivity assessments need to be made at the time of the inspection by the inspector based on his or her nighttime visual needs.

Detailed Procedures

The following are the keys to a successful inspection:

a) Conduct inspections at normal speed and from the travel lane.

b) Conduct inspections using low-beam headlights while minimizing interior vehicle lighting.

c) Evaluate markings far enough in advance so that there is adequate time to respond to curves, changes in the number of lanes, or marking patterns.

Since inspections are only conducted with low-beam headlamps, it is important to verify the proper alignment of the inspection vehicle's low-beam headlamps. The ambient conditions must be dark: at least 30 minutes beyond sunset. The condition of pavement must be dry during the inspection. Unlike the calibration markings method, there is no equipment needed for this method. The only constraints are that the inspector is trained and be at least 60 years old, that the inspection takes place at night, and that the inspection vehicle headlamps be properly aimed and set to low beams during the evaluation. The inspection vehicle can be any type of passenger vehicle, although a passenger car is preferred because it most closely matches the research parameters. The inspections should be conducted at typical driving speeds and from the travel lanes immediately adjacent to the markings being evaluated. It is helpful to plan the routes before the inspection begins.

DELIVERABLES

- A pavement marking inventory with retroreflectivity compliance information in a GIS file geodatabase based on nighttime visibility survey.

TASK 1.6 - Curb and Gutter Inventory and Assessment

Curb and gutter systems are installed alongside the pavement to guide and drain water away from the travel lanes. Blocked or damaged curb and gutter systems may fail to drain water from the travel way, allowing water to pool in the path of traveling vehicles. This can cause hydroplaning and loss of vehicle control, which puts drivers at risk of running off the road or crashing into other vehicles or objects. KCI is prepared to develop inventory attributes of curb and gutter and lay down curbing on the following asset classes:

Curb and Gutter Attributes (Linear Feature):

- AssetID
- Street Name (Location)
- Latitude and longitude location
- Photo Image link
- Physical Condition Rating
  - Good
  - Fair
  - Poor
- Painted Color
  - None
  - Yellow
  - Red
  - Green
  - Blue
  - Other
- Length



ADDITIONAL TASKS ARE NOT INCLUDED IN CORE TASK & OPTIONAL WITHIN 12 MONTHS

- Comments

DELIVERABLES

- A Curb and Gutter Inventory with attributes identified above in a linear GIS file geodatabase

TASK 1.7 – Curb Ramps Inventory

Pavement and ROW collection vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement condition survey. The vehicles will capture images at an interval of approximately 20 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. Right-of-Way assets will be inventoried on Agency maintained paved streets. CONSULTANT will collect the following for the curb ramp inventory:

Ramps Attributes (Point Feature):

- Asset ID
- X, Y Location
- Photo Image link
- Physical Condition Rating
    - Good = ramp is level with no uprooting or cracking with truncated dome
    - Fair = ramp has minimal uprooting or cracking
    - Poor = ramp has major uprooting or cracking and poses a hazard to pedestrians
- Truncated Dome
    - Yes
    - No
- Comments



DELIVERABLES

- A Ramp Inventory with attributes identified above in a GIS Point file geodatabase.

TASK 1.8 – Sidewalk Inventory and Condition Assessment

Sidewalks form the backbone of the pedestrian network, and their level of ADA compliance impacts not only individuals with disabilities but all pedestrians. Our Pavement and ROW collection vehicles will collect right-of-way asset inventories while collecting data for the pavement condition survey. The vehicles will capture images at an interval of approximately 20 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. KCI will collect the following for the sidewalk inventory:

Sidewalk Attributes (Linear Feature):

- AssetID
- Street Name
- Position

- Direction
- Length
- Width
- Condition
- Horizontal & Vertical Faults
- Obstructions
- Cracking
- Spalling
- Panels Affected
- Overall Physical Condition Rating
    - Good/Fair/Poor
- Comments



DELIVERABLES

- A sidewalk inventory with attributes identified above in a GIS file geodatabase. CONSULTANT is only able to identify obstruction information visible in the imagery collected.

TASK 1.9 – Traffic Lights

Our Pavement and ROW collection vehicles will collect right-of-way asset inventories while collecting data for the pavement condition survey. The vehicles will capture images at an interval of approximately 20 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. KCI will collect the following:

Traffic Lights Attributes (Point Feature):

- AssetID
- X, Y Location
- Location (Street Name asset located on)
- Photo Image link
- Support
    - Mast arm
    - Strain wire
- Yellow back plate
    - Yes
    - No
- Comments



DELIVERABLES

- A traffic light inventory with attributes identified above in a GIS file geodatabase

ADDITIONAL TASKS ARE NOT INCLUDED IN CORE TASK & OPTIONAL WITHIN 12 MONTHS

Project Schedule – Additional Tasks

We propose a seven-month preliminary schedule to complete the development of inventory geodatabase and assessessment for traffic signs, marking, striping, curb and gutter, curb ramps, and sidewalk. After creating the inventory, we will conduct the nighttime retroreflectivity of sign and marking.

Description of Additional Tasks		Month						
	Days	1	2	3	4	5	6	7
Sign Inventory	115							
Pavement Markings Inventory	100							
Pavement Stripping Inventory	100							
Curb and Gutter Inventory	115							
Curb Ramp Inventory	115							
Sidewalk Inventory	115							
Sidewalk Condition Assessment	55							
Traffic Light Inventory	60							
Sign Reflectivity Inspection - Nighttime	30							
Markings Reflectivity Inspection - Nighttime	30							

Project Fee – Additional tasks

KCI's lump sum price for the project is shown in the following table. All prices include labor, overhead, travel, and other direct costs. KCI will submit monthly invoices based on percent complete, and all invoices require payment to be made within 30 days of receipt of our invoice.

Task	ROW Asset Inventory and Condition Assessment	Fee
1.1	Traffic Sign Inventory	$ 63,000.00
1.2	Traffic Sign Reflectivity -Nightime Survey	$ 60,000.00
1.3	Pavement Marking Inventory	$ 35,000.00
1.4	Pavement Striping Inventory	$ 35,000.00
1.5a	Pavement Marking Reflectivity - Nighttime Survey	$ 32,100.00
1.5b	Pavement Striping Reflectivity - Nighttime Survey	$ 32,100.00
1.6	Curb and Gutter Inventory	$ 63,000.00
1.7	Curb Ramp Inventory	$ 35,000.00
1.8a	Sidewalk Inventory	$ 42,000.00
1.8b	Sidewalk Condition Assessment	$ 38,900.00
1.9	Traffic Light Inventory	$ 28,000.00
	Total Fee for ROW Asset Inventory and Assessment =	**$ 464,100.00**

A RESOLUTION
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN ATHENS-CLARKE COUNTY

WHEREAS, the Athens-Clarke County Commission is a governing body that recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the Athens-Clarke County Commission further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of Athens-Clarke County Commission, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS, Athens-Clarke County Commission meetings are open to the public and thus how elected officials execute their legal duties is on public display; and

WHEREAS, civility by elected officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between elected officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between elected officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between elected officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and county; and

WHEREAS, models of civil engagement were highlighted in a January 27, 2023 Mayor and Commission retreat with a set of behaviors to follow and a set of behaviors to avoid [see attached exhibit #1]

WHEREAS, a civility pledge will be read at the start of Mayor and Commission meetings [see attached exhibit #2]; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the Athens-Clarke County Commission has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The Athens-Clarke County Commission pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the Athens-Clarke County enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of Athens-Clarke County.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the Commission's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The Athens-Clarke County Commission expects members of the public to be civil in its discussion of matters under consideration by and before the Commission, with elected officials, staff, and each other.

ADOPTED this ___ day of _____, 20__.

_____ Mayor

_____ District 1 Commissioner

_____ District 2 Commissioner

_____ District 3 Commissioner

_____ District 4 Commissioner

_____ District 5 Commissioner

_____ District 6 Commissioner

_____ District 7 Commissioner

_____ District 8 Commissioner

_____ District 9 Commissioner

_____ District 10 Commissioner

ATTEST:

_____ Clerk of Commission

10 Actions to FOLLOW

1. Be present
2. Be prepared
3. Be positive
4. Be patient
5. Focus on the topic
6. Authentically share
7. Actively listen
8. Agree to disagree
9. Remember team goals
10. Move forward with action

10 Actions to AVOID

1. No cursing
2. No name calling
3. No personal attacks
4. No monologues
5. No bickering
6. No rehashing
7. No vendettas
8. No gossiping
9. No rushing process
10. No inflammatory, extreme, unverified claims

EMBRACE CIVILITY

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

GEORGIA MUNICIPAL ASSOCIATION

GEORGIA CITY SOLUTIONS
A Georgia Municipal Association Nonprofit

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities Policy

DATE: February 16, 2023

BUDGET INFORMATION:

REVENUES:

EXPENSES:
ANNUAL:
CAPITAL:
OTHER:

FUNDING SOURCE:

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:
To request the Mayor and Commission approve the revision to the Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities Policy **(Attachment #1)**.

HISTORY:
1. On September 7, 1999, Mayor and Commission approved a new policy for the Naming of ACC Owned Facilities.

2. On February 15, 2017, Mayor Denson received an email from Elliot Walker requesting consideration of renaming Trail Creek Park to Virginia Callaway-Cofer Walker Park.

3. On March 7, 2017, Mayor Denson assigned to the GOC the topic of "Review of Request to Rename Trail Creek Park to Virginia Callaway-Cofer Walker Park."

4. On April 26, 2017, the GOC members reviewed and discussed this topic.

5. On May 18, 2017, the GOC completed its review and discussion of this topic. The Committee voted unanimously to:
    - Recommend that the Mayor and Commission "Pass Out With No Action" the review of the Request to Rename Trail Creek Park to Virginia Callaway-Cofer Walker Park; and

- Requested that the Mayor assign to Committee a re-examination of the policy for Naming of ACCUG-owned Facilities.

6. On July, 5, 2017, the Mayor and Commission (M&C) accepted the recommendation from the GOC, and Mayor Nancy Denson assigned the review and evaluation of the Policy for Naming of Athens-Clarke County Owned Facilities to the Government Operations Committee (GOC).

7. On August 17, 2017, staff presented a report to the GOC members outlining the Policy for Naming of Athens-Clarke County Owned Facilities, as well as presented research completed by Central Services staff on policies in other communities. Leisure Services staff presented a review of the Department's policies and procedures for naming of Leisure Services facilities, as well as providing a list of parks and amenities within Leisure Services that are named after people.

8. On September 21, 2017, the GOC and staff continued the discussion and focused a portion of the discussion on corporate naming rights for businesses that sell alcohol, considering the number of breweries and distributors in Athens-Clarke County.

9. Further discussion ensued around how this policy would relate to buildings owned by Athens-Clarke County but operated by an Authority. Staff pointed out that the policy, as written, defines a public facility as a building owned and operated by the Unified Government of Athens-Clarke County (ACCGov) and suggested revising the policy to allow Authorities that operate government-owned buildings to rename amenities, but not the building itself.

10. On October 26, 2017, the ACCGov Attorney's Office offered a legal opinion that Athens-Clarke County is not constrained by the first amendment when it comes to excluding drugs, alcohol, or tobacco, and reiterated that any naming right will go before the Mayor and Commission for approval. The GOC voted unanimously to recommend the draft policy to the full M&C with the deletion of "Does not promote drugs, alcohol, or tobacco" under Business Naming Policy and the deletion of "Naming associations with tobacco, alcohol, contraceptives, religious organizations, political candidates, or adjudicated felons are prohibited" under Exclusions.

11. On December 5, 2017, the M&C approved the policy for Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities.

12. On July 7, 2020, Mayor Girtz assigned to the GOC the "Review of the Athens-Clarke County Unified Government policy for naming of public places in Athens."

13. On July 23, 2020, the GOC began discussion on the topic. The GOC reviewed the process of naming public places and streets. The GOC reviewed two current policies:

a. Naming and Renaming of Public Facilities, Parks, Natural Areas and Amenities Policy (last reviewed by GOC December 5, 2017); and
b. Street Naming Policy (last updated January 2, 1992).

14. During the August 20, 2020, September 17, 2020, October 29, 2020 and November 19, 2020 GOC meetings, the Committee discussed the policies for naming public places and streets. Important areas of focus for the GOC related to the review and update of both policies included the following:
    a. How to better define "broad community support" for the name change
    b. Notification and level of approval of people living closest to the street/facility
    c. Process for reviewing the requested name change

15. On November 19, 2020, the GOC completed their review of the policies for the naming of public places and streets. The GOC recommended that the Mayor and Commission:
    a. Direct staff to prepare a text amendment for Planning Commission consideration of the "Street Name Changing Policy"; and
    b. Adopt the "Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities Policy"

16. On February 2, 2021, the M&C voted unanimously to hold the recommendation from the GOC until the March Voting meeting.

17. On March 2, 2021, the M&C voted unanimously to approve a commission-defined option for the adoption for the Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities.

18. In February 2023, Mayor Girtz requested staff prepare an agenda report to amend the Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities Policy to reduce the time requirement post-death from three years to one year.

FACTS & ISSUES:

1. During GOC review of this policy in 2020, staff researched comparable policies from other jurisdictions and reported findings to the GOC. Locations researched included:
    a. Portland, Oregon;
    b. Baltimore, Maryland;
    c. Billings, Montana;
    d. Burlington, Vermont;
    e. Mt. Pleasant, Michigan
    f. El Paso, Texas;
    g. Turner Falls, Massachusetts; and
    h. University of Georgia

2. Most of the agencies researched require an individual to be deceased prior to renaming a public facility after the individual. Naming after an individual posthumously allows time for the person's significance and good reputation to be accepted by the jurisdiction.

3. Based on research, the average length of time after a death is two years, with some jurisdictions (Ex. El Paso, TX) requiring as low as one year while others (Ex. Portland, OR) require as many as three years.

4. Some jurisdictions (Ex. Billings, MT) include a provision that allows a public facility to be named after a living individual if they have either donated land for a park and/or made a significant financial contribution to the development of a park.

5. Locally, the University of Georgia/Board of Regents may remove a name if the circumstances dictate that the parameters under which a name was bestowed have changed. In addition, the naming of facilities and features of an institution will endure only for the life of the facility or feature and not in perpetuity.

OPTIONS:

1. Mayor and Commission approve the revision to the Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities Policy **(Attachment #1)**.

2. Mayor and Commission do not approve the revision.

3. Mayor and Commission defined option.

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager

March 2, 2023
Date:

ATTACHMENTS:

Attachment #1: Proposed Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities Policy

POLICY AND PROCEDURE STATEMENT

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

POLICY SUBJECT: Naming and Renaming of Public Facilities, Parks, Natural Areas, and Amenities

POLICY AND PROCEDURE NUMBER: COM-002 (Revised March 2, 2021)

EFFECTIVE DATE:

I. Purpose

The purpose of this policy is to establish a uniform procedure for the official naming and renaming of public facilities, parks, natural areas, and their amenities owned and operated by the Unified Government of Athens-Clarke County to ensure that they are easily identified and given names that are consistent with the values and character of the area, neighborhood, and community served.

II. Definitions

- Public Facility: A building owned and/or operated by the Unified Government of Athens-Clarke County.
- Parks: Open space for active and/or passive recreation and/or aesthetic values. Includes traditionally designed parks under the stewardship of the Leisure Services Department.
- Natural Areas: Open space with a mix of natural resource and passive recreation values. Generally possess limited development except for those improvements needed to allow visitor access.
- Amenities: Any component within a building or park to include trails, ball fields, outdoor courts, shelters, playgrounds, etc.

III. Policy

It is the policy of the Unified Government of Athens-Clarke County to name newly acquired, developed, or unnamed public facilities, parks, natural areas, and amenities and to rename existing public facilities, parks, natural areas, and amenities based upon the procedures set forth in this policy. Every naming should best serve the interest of the Unified Government of Athens-Clarke County and provide a worthy and enduring legacy, while remaining relevant as the community grows and changes.

IV. Guiding Principles

This policy establishes a set of standards and guidelines for the naming and renaming of public facilities, parks, natural areas, and amenities. The following guiding principles will be taken into account, either collectively or individually, throughout the review process:

- Enhance a sense of community within Athens-Clarke County
- Engender a strong positive image
- Ensure public facilities, parks, natural areas, and amenities are easily identifiable
- Be appropriate, having regard to the asset's location and/or history
- Ensure consistency with values and characteristics of Athens-Clarke County
- Have historical, cultural, or social significance for future generations
- Ensure quality of name
- Have broad public support
- Encourage and recognize monetary and/or land donations by individuals, businesses, or groups

V. Naming/Renaming Procedure

Names may be nominated by:

- The Mayor;
- A Commissioner;
- The Director of the affiliated department;
- Neighborhood Associations;
- Individuals and Civic Organizations; or
- Authorities that operate an Athens-Clarke County-owned building.

Process for submittal and review:

- Considerations for naming of public facilities, parks, natural areas, and amenities must be made through the completion of the "Naming of Public Facilities, Parks, Natural Areas, and Amenities Application" and submitted to the Director of the affiliated department. The application should contain the following minimum information:
    - The proposed name
    - Reasons for the proposed name
    - Written documentation indicating community support for the proposed name to include a petition, which will be provided by the affiliated Athens-Clarke County department.
    - The petition should only be signed by people currently living in Athens-Clarke County above the age of 18.
    - The petition should show a printed name and address of each signer.
    - The number of signatures required are based on the following criteria:
        - For naming a park, building, or natural area – 1,000 signatures to include a minimum of 100 or one-third (1/3) of the population living within a one-mile radius of the location to be named.
        - For naming an aquatic facility, ball field, group shelter/pavilion, gymnasium, or trail – 400 signatures to include a minimum of 60 or one-third (1/3) of the population living within a one-mile radius of the location to be named

        - For all other amenities – 100 signatures
    - If proposing to rename an existing asset, include justification for changing an established name.
    - If proposing to name an asset after an outstanding person, include documentation of the individual's community involvement, civic contributions, and public service.
- The Director of the affiliated department will review the application, conduct appropriate research, and present the findings to the Manager.
- The Manager shall consult with the Mayor and Commission to determine the next review step.
- The Mayor and Commission decide to either:
    - Request the Manager to have staff perform additional research and/or conduct a public hearing,
    - Assign the application to a committee for further review and to make a recommendation for the Mayor and Commission, or
    - Request the Manager to have staff prepare an agenda report for the Mayor and Commission.
- A public notice of the recommended Qualifying Name will occur twice during a sixty (60) day period in the local newspaper(s).
- For the duration of the sixty (60) day period, a sign will be posted at the entrance of the location to be named informing the public of the proposed name change.
- At the end of the sixty (60) day period, the Director shall submit the Qualifying Name along with a summary of the public comments to the Manager and Commission for consideration.
- Following approval of a name by the Mayor and Commission, the Central Services Department or the Leisure Services Department will install signage designed according to the existing specifications for signage.
- If at any point within the review process the application is denied, the Director of the affiliated department will notify the applicant in writing of the denial.

VI. Naming and Renaming Considerations and Criteria

It is the policy of the Athens-Clarke County Unified Government to use the following considerations and criteria when naming public facilities, parks, natural areas, and amenities:

- Neighborhood or geographic identifications
- A historical figure, place, event, or other instance of historical or cultural significance
- Natural or geological features
- An individual that has been deceased for at least ~~three (3)~~ one year~~s~~, who:
    - has made a significant land and/or monetary contribution to the particular public facility, park, natural area or amenity at issue,
    - has performed extraordinary or outstanding public service for the good of the community, and/or
    - was an outstanding community leader who made significant civic contributions to Athens-Clarke County.
- Names that duplicate or that are very similar to existing public facilities, parks, natural areas, or amenities shall not be considered in order to avoid confusion.

- Naming may not conflict with public grant funding policies established by state and/or federal grant funding programs.

Renaming: A name selected for a public facility, park, natural area, or amenity should be bestowed with the intention that it will be permanent, and changes should be strongly resisted.

Proposed name changes shall be subject to the same considerations and criteria set forth in this policy for the naming of public facilities, parks, natural areas, and amenities.

VII. Business Naming Policy

- Where naming rights are purchased for a corporate entity or business, the naming rights shall be limited to no longer than the life of the corporate entity.
- Benefits which may violate other Unified Government of Athens-Clarke County policies or ordinances will not be included in any agreement.
- The following criteria must be met for any corporate entity or business applying for corporate naming rights:
    - Does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender, sexual preference, age, marital status, ancestry, national origin, or physical or mental disability, in compliance with all federal, state, and local laws and statutes.
    - Name does not have connotations that by contemporary community standards are derogatory or offensive.
    - Does not constitute violations of law.
    - Does not participate in unethical business practices as determined by a court of law.
    - Does not exploit participants or staff members of the Unified Government of Athens-Clarke County.
- The Mayor and Commission reserves the right to reject any corporate naming request.

VIII. Recognition

Markers may be placed in facilities, parks, natural areas, and amenities to recognize those individuals or groups being honored or memorialized. These identifications shall be approved by the affiliated department Director and conform to sign policies. All recognition must be in keeping with the character as defined by the Unified Government of Athens-Clarke County.
The Unified Government of Athens-Clarke County reserves the right to modify or remove any marker if deemed appropriate for governmental purposes.

IX. Exclusions

- The dedication of small park amenities with an identifiable lifespan and not intended to be permanent (i.e. park benches, tables, etc.), shall be addressed under a separate Leisure Services Department policy.

X. Responsibilities

The Director of the affiliated department shall administer this policy.

XI. Exceptions

The Athens-Clarke County Commission may make exceptions to this policy when warranted by exceptional circumstances.

Any pending renaming request submitted to Athens-Clarke County Unified Government before March 3, 2021 will not be affected by any changes or updates to this policy and will be immediately sent to the Mayor & Commission for consideration.

Recommended By: Central Services Department

Leisure Services Department

_____ Date: _3/3/21__

Andrew Saunders, Director

_____ Date: __3/3/21_____

Kent Kilpatrick, Director

Recommended By:



Date: _March 3, 2021

Blaine Williams, Manager

Approved by the Commission of the Unified Government of Athens-Clarke County on: March 2, 2021

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: RAISE Grant Application - Hawthorne Ave Planning

DATE: February 23, 2023

BUDGET INFORMATION:

REVENUES: $1,000,000 RAISE Planning Grant 2023

EXPENSES: N/A

FUNDING SOURCE: RAISE Planning Grant 2023

COMMISSION ACTION REQUESTED ON: March 7, 2023

PURPOSE:

To request that Mayor and Commission:

a. Authorize the Transportation and Public Works Department (T&PW) to submit a Reconnecting Communities Action Plan Grant Application in the amount of $1,000,000 to fund a Transportation Plan as shown on Notice of Funding Opportunity (**Attachment #1**); and
b. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. In 2001, Gray-Calhoun & Associates conducted a Hawthorne Avenue Corridor Study. The following recommendations from the study have been completed:
    - the street was restriped to a 3-lane configuration between Old West Broad Street and Oglethorpe Avenue;
    - the southbound right curb lane as marked as "Right Only" into Oglethorpe Avenue as a transition into the 3-lane area; and
    - from Oglethorpe Avenue to Old Epps Bridge Road, Hawthorne Avenue was marked with one lane northbound, one lane southbound, a 2-way left turn lane and bicycle areas both northbound and southbound.

2. Since 2001, a recommendation from the Gray-Calhoun study that was not completed was: marking the section from Oglethorpe Avenue to Prince Avenue, Hawthorne Avenue as a 3-lane section with one lane northbound, one lane southbound and a 2-way left turn lane. This striping modification would make the entire Hawthorne Avenue corridor a 3-lane roadway with dedicated bike facilities.

3. In January 2022, engineering firm Kimley Horn conducted a study to determine the feasibility of completing the 3-lane recommendation. They found under Horizon Year 2033 Build (3-Lane with continuous two-way left turn lanes (TWLTL) conditions, the study segment was projected to continue operating at Level of Service (LOS) D for the majority of the day, but was projected to operate at LOS E or worse for approximately two hours during the PM peak. Design concepts were developed by engineering firm Toole Design Group.

4. In July 2018, intersection improvements for Oglethorpe Ave at Hawthorne Ave were added to the Transportation Improvement Program (TIP) to be funded through a future TSPLOST program, and the Metropolitan Transportation Plan was approved which included Hawthorne Ave.

5. On November 15, 2021, the Infrastructure Investment and Jobs Act (Pub. L. 117-58, "Bipartisan Infrastructure Law," or "BIL") was published which authorized and appropriated $1.5 billion to be awarded by the Department of Transportation (DOT) for FY 2023 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments.

6. On December 29, 2022, the FY 2023 Appropriations Act appropriated an additional $800 million for the FY 2023 RAISE Grant Program.

FACTS & ISSUES:

1. RAISE Grants are for investments in surface transportation that will have a significant local or regional impact. Per the BIL, in addition to capital awards, DOT will award at least $115 million for eligible planning, preparation or design of projects eligible for RAISE Grants that do not result in construction with FY2023 RAISE funding.

2. Athens-Clarke County (ACC) is experiencing a public health crisis; with 23 deaths, 2021 was the deadliest year on record for traffic fatalities. Over the last 9 years, an average of 13 people were killed and 56 were seriously injured. The number of fatal crashes increased 300% from 2017 to 2021; whereas, the state of Georgia saw only a 31.66% increase in fatal crashes during the same timeframe.

3. The proposed project (**Attachment #**2) will address Hawthorne Ave (North to South) and Oglethorpe Ave (East to West) which are the main connections between multiple affordable housing communities and essential services. Using GDOT's equivalent property index, the two mile stretch of Hawthorne Ave between Prince Ave and Baxter St was shown to intersect five of the top ten most dangerous street segments in the county, and the 1.8-mile stretch of Oglethorpe Ave between Mitchell Bridge Rd and Prince Ave contains two of the top 50 most dangerous segments. The intersection of Hawthorne Ave and Oglethorpe Ave is particularly dangerous and, due to land constraints, difficult to address. Between 2013 and 2021, there were over 2,000 crashes along these corridors. The most dangerous 0.3 mile street segment in all of Athens-Clarke County is found on Hawthorne Ave.

4. These minor arterial roads are some of the most heavily traveled corridors in Athens-Clarke County, with Average Annual Daily Trip volumes of 11,900 and 18,700 (2021). Much of Oglethorpe Ave, Hawthorne Ave, and their intersections were identified as a tier 1 priority for improvements in the Athens in Motion active transportation plan. These connections were prioritized because they provide direct access to social services, education, basic goods and services (e.g., grocery stores, pharmacies, health care), and job opportunities, while simultaneously posing safety risks. Census Tract 9 serves a vulnerable population, including people who are experiencing homelessness and many who have historically been marginalized by transportation decisions.

5. This area has been specifically set aside for affordable housing, with 154 affordable housing parcels along this corridor. Columbia Brookside's parcels alone contain 127 public housing units. This busy road is a barrier between residents and the services, employment, and education they require and deserve. Residents of Brookside II and Brookside Senior Residences, affordable housing communities, are currently disconnected from important goods and services unless they have access to a vehicle. Because Hawthorne Ave is so vehicle-centric, residents have difficulty walking or biking to crucial services including the middle school, high school, library, grocery store, two hospitals, the YMCA, parks, and UGA's Health Sciences campus.

6. The six block groups along this corridor vary widely in terms of racial distribution and socioeconomic status. These block groups range from 9% to almost 90% black, 7% to 93% of residents over 25 with at least a high school education, 9% to 40% of residents on public assistance, and 31% to 83% of residents below 200% of the federal poverty line. Of these block groups, the ones who are most disconnected from goods and services are the most disadvantaged. The block groups that will receive the most benefit from traffic calming on Hawthorne Ave are classified by the Justice40 initiative as Transportation Access Disadvantaged, and using the Environmental Justice Screening and Mapping Tool, it can be seen that these same block groups fall into high priority groups for interventions.

7. Activities eligible for funding under RAISE planning grants are related to planning, preparation, or design, for example: environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities, including those related to multidisciplinary projects or regional planning.

8. T&PW staff is applying for a Planning grant in the amount of $1,000,000, for a project total of $1,000,000. The grant proposal includes the following and is described in further detail on **Attachment #3**:

Task 1: Initiate Project and Coordinate Throughout	$40,000
Task 2: Involve the Community (Continuous and Ongoing)	$170,000
Task 3: Collect and Compile Data	$40,000
Task 4: Identify Existing Corridor Conditions	$90,000
Task 5: Conduct Road Safety Audit	$80,000

Task 6: Evaluate Future Conditions and Document Needs	$140,000
Task 7: Identify Safety Improvement Strategies and Programs	$70,000
Task 8: Identify Improvement Projects and Anticipated Benefits	$310,000
Task 9: Prepare Project Documentation	$60,000
Total	**$1,000,000.00**

9. T&PW staff believe the RAISE Planning Grant is aligned with a number of Master Plans, initiatives, policies, and goals of ACCGov including:
    a. 2018 Athens In Motion Plan
    b. Complete Streets Policy
    c. Vision Zero Resolution & newly created position within T&PW department.
    d. M&C FY23-FY25 Strategic Plan

10. If approved by M&C, T&PW staff will proceed with submitting a Planning Grant application following the RAISE NOFO guidelines shown in **Attachment #1**. In addition, T&PW staff are seeking community partner support.

11. If the RAISE Grant is awarded by the USDOT, T&PW staff will coordinate with ACCGov stakeholders including user groups assigned to the various funding programs (TSPLOST 2018 and TSPLOST 2023). In addition, SPLOST user group and staff's recommendations will be provided in a future Grant Award agenda item along with recommended local match funding sources.

12. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Safely Move Around Athens Goal, Strategy E: *Enhance Safety for all modes of transportation*
    - Built and Natural Infrastructure Goal, Strategy C: *Adequate funding for maintenance of existing and newly constructed infrastructure*

OPTIONS:

1. Mayor and Commission:
    a. Authorize the Transportation and Public Works Department (T&PW) to submit a Reconnecting Communities Action Plan Grant Application in the amount of $1,000,000 to fund a Transportation Plan as shown on Notice of Funding Opportunity (**Attachment #1**); and
    b. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve submission of the RAISE Planning Grant Application.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a and b.

DEPARTMENT: Transportation & Public Works
Prepared by: Shirelle Hallum, MPH, Vision Zero Safety Specialist

Stephen Bailey — February 23, 2023
Stephen Bailey — Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a and b

Manager — March 2, 2023
Manager — Date:

ATTACHMENTS:

Attachment #1: RAISE Notice of Funding Opportunity FY2023
Attachment #2: Project Description
Attachment #3: Project Budget

G4910-9X

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments (i.e., the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program) under the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law"), Amendment No. 2

AGENCY: Office of the Secretary of Transportation, DOT

ACTION: Notice of Funding Opportunity

SUMMARY: The purpose of this notice is to solicit applications for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants. Funds for the FY 2023 RAISE grant program. will be awarded on a competitive basis, per statute, for surface transportation infrastructure projects that will improve: safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation.[1] This notice is amended on January 3, 2023 to reflect additional funding made available under the Consolidated Appropriations Act, 2023 (Pub L. 117-328, "FY 2023 Appropriations Act") and associated requirements.

DATES: Applications must be submitted by 11:59:59 PM Eastern on February 28, 2023.

ADDRESSES: Applications must be submitted through Grants.gov.

FOR FURTHER INFORMATION CONTACT: For further information concerning this notice, please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov, or call Howard Hill at 202-366-0301. A TDD is available for individuals who are deaf or hard of

[1] 49 U.S.C.6702(d)(3)

hearing at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications on the FAQ website at https://www.transportation.gov/RAISEgrants/raise-application-faqs as well as information about webinars for further guidance on DOT's website at https://www.transportation.gov/RAISEgrants/outreach.

SUPPLEMENTARY INFORMATION: Each section of this notice contains information and instructions relevant to the application process for these RAISE grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

Table of Contents

A. Program Description

B. Federal Award Information

C. Eligibility Information

D. Application and Submission Information

E. Application Review Information

F. Federal Award Administration Information

G. Federal Awarding Agency Contacts

H. Other Information

A. Program Description

1. Overview

The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, "Bipartisan Infrastructure Law," or "BIL") authorized and appropriated $1.5 billion to be awarded by the Department of Transportation ("DOT") for FY 2023 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments. On December 29, 2022, the FY 2023 Appropriations Act appropriated an additional $800 million for the FY 2023 RAISE Grant

Program. However, per Section 109B of the FY 2023 Appropriations Act, not less than $1 million (but no greater than $25 million) of the $800 million made available for RAISE from the FY 2023 Appropriations Act, will be set aside for port infrastructure projects that received an award from the BUILD 2019 competition and rail infrastructure projects that received an award from the BUILD 2018 competition. Therefore, at least $775 million (but no more than $799 million) of the FY 2023 Appropriations Act is now available under this RAISE 2023 Notice of Funding Opportunity (NOFO). In total, the Department now has at least $2.275 billion (but no more than $2.299 billion) available for the FY 2023 RAISE Grant Program. Applicants should note that the two funding streams (BIL funding and FY 2023 Appropriations Act funding) have slightly different funding restrictions and requirements that may affect competitiveness. These differences are summarized below and further described in Section B of this Notice. This NOFO solicits applications for projects to be funded under the Local and Regional Project Assistance Program in BIL, known as the RAISE Grants program, and funding appropriated for the RAISE Grants program under the FY 2023 Appropriations Act.

RAISE Grants are for investments in surface transportation that will have a significant local or regional impact. Per the BIL, in addition to capital awards, DOT will award at least $115 million for eligible planning, preparation or design of projects eligible for RAISE Grants that do not result in construction with FY2023 RAISE funding. At least $75 million will be awarded from the BIL funding and at least $40 million will be awarded from the FY 2023 Appropriations Act funding.

In addition, DOT will award at least $35 million for projects located in areas of persistent poverty or historically disadvantaged communities. A minimum of $15 million will be awarded from the BIL funding and a minimum of $20 million will be awarded from the FY 2023 Appropriations Act funding. RAISE grants awarded with BIL funding may not be greater than

$25 million, and grants awarded with FY 2023 Appropriations Act funding may not be greater than $45 million.

Since 2009, $12.1 billion has been awarded under National Infrastructure Investments for capital investments in surface transportation infrastructure over 14 rounds of competitive grants. These awards have supported projects that improve safety, economic strength and global competitiveness, equity, and climate and sustainability consistent with DOT's strategic goals.[2] FY 2023 RAISE grants will continue to align with these strategic goals. The FY 2023 RAISE round will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, *Implementation of the Infrastructure Investments and Jobs Act* (86 FR 64355), which are to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

The BIL included provisions for Metropolitan Planning Organizations to integrate transportation planning, housing, employment opportunities, and economic development strategies.[3] DOT strongly encourages applicants utilize these new planning coordination opportunities in their proposed projects and describe them in their applications. The Department also seeks to award projects under the RAISE Program that improve equity and environmental justice by addressing transportation-related disparities and climate change-related consequences consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009) and Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).The Department also seeks to

[2] See U.S. Department of Transportation Strategic Plan FY 2022–2026 (March 2022) at https://www.transportation.gov/dot-strategic-plan.
[3] *See* BIL div. A § 11201., *Transportation Planning*, which amends 23 U.S.C. 134.

fund projects that, to the extent possible, target at least 40 percent of resources and benefits towards low-income communities, disadvantaged communities, communities underserved by affordable transportation, or overburdened[4] communities.

Section E of this NOFO, which outlines FY 2023 RAISE Grant selection criteria, describes the process for selecting projects that further these goals. Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program's selection criteria.

2. Additional Information

The RAISE grant program is described in the Federal Assistance Listings under the assistance listing program title "National Infrastructure Investments" and assistance listing number 20.933.

3. Changes from the FY 2022 NOFO

This FY 2023 RAISE notice makes changes from FY 2022 RAISE to reflect the funding and provisions specified in the BIL for FY 2023 and the FY 2023 Appropriations Act.

Additionally, this NOFO refines the merit criteria rating rubric. For example, this NOFO continues to clarify the difference between the quality of life merit criterion (which focuses on increased affordable transportation choices and access to housing, jobs, opportunities and recreation) and the mobility and community connectivity merit criterion (which focuses on physical connections, bridging gaps, and universal design/ADA improvements). Partnership and Collaboration now includes meaningful engagement with residents to ensure equity

[4] Overburdened Community: Minority, low-income, tribal, or indigenous populations or geographic locations in the United States that potentially experience disproportionate environmental harms and risks. This disproportionality can be as a result of greater vulnerability to environmental hazards, lack of opportunity for public participation, or other factors. Increased vulnerability may be attributable to an accumulation of negative or lack of positive environmental, health, economic, or social conditions within these populations or places. The term describes situations where multiple factors, including both environmental and socio-economic stressors, may act cumulatively to affect health and the environment and contribute to persistent environmental health disparities.[5] https://www.transportation.gov/federal-interagency-thriving-communities-network

considerations for underserved communities throughout the lifecycle of the project as well as capacity building through the Federal interagency Thriving Communities Network[5] which includes Department of Housing and Urban Development's Thriving Communities Technical Assistance and the Environmental Protection Agency's Environmental Justice Thriving Communities Technical Assistance Centers Program. Please see the merit criteria rating rubric in Section E.1.i. for more details.

This NOFO also provides minor updates regarding process improvements and increased evaluation transparency. For example, in prior years, the Project Readiness area of Technical Capacity Assessment was evaluated for all eligible applications, but in FY 2023 it will only be evaluated for the subset of applications advancing for additional analysis after merit reviews, similar to the other Project Readiness areas (Environmental Risk Assessment and Financial Capacity Assessment). More details are provided in Section D and E of this NOFO. As another example, NOFO Section D.2 lists the separate and distinct files that each applicant should be submit as part of an application package, and DOT provides the application "checklist" on the RAISE website and grants.gov for ease of reference.

Additionally, the FY 2023 NOFO also incorporates a new Reconnecting Communities Extra element. Applications for the FY 2023 RAISE grant program that have identical project scope to applications that were submitted and evaluated under the FY 2022 Reconnecting Communities Program and received the designation of Reconnecting Extra, will automatically advance for second-tier analysis if they receive an overall merit rating of "Recommended" and have at least one "High" rating in a priority criterion. (See Section E.2). The Department expects projects that rated well under the Reconnecting Communities Program criteria will do well under the FY 2023

[5] https://www.transportation.gov/federal-interagency-thriving-communities-network

RAISE program criteria. Applicants should note in the RAISE Project Information Form whether their FY 2023 RAISE application was also submitted under the FY 2022 Reconnecting Communities Program and received a Reconnecting Extra designation. Section E.2 of this Notice also provides more detail on the way selection criteria ratings will be used in the decision-making process to advance projects to the Secretary for potential selection.

Applicants who are planning to re-apply for the RAISE program using materials prepared for prior competitions should ensure that their FY 2023 RAISE application fully addresses the criteria and considerations described in this Notice and that all relevant information is up to date and submitted in the proper format. (See Section D).

B. Federal Award Information

1. Amount Available

The BIL authorized and appropriated $1.5 billion to be awarded by DOT for RAISE grants under the Local and Regional Project Assistance Program (49 U.S.C. 6702) for FY 2023. On December 29, 2022, the FY 2023 Appropriations Act appropriated an additional $800 million for the FY 2023 RAISE Grant Program. However, per Section 109B of the FY 2023 Appropriations Act, not less than $1 million (but no greater than $25 million) of the $800 million made available for RAISE from the FY 2023 Appropriations Act, will be set aside for port infrastructure projects that received an award from the BUILD 2019 competition and rail infrastructure projects that received an award from the BUILD 2018 competition. Therefore, at least $775 million (but no more than $799 million) of the FY 2023 Appropriations Act is now available under this RAISE 2023 NOFO. In total, the Department now has at least $2.275 billion (but no more than $2.299 billion) available for the FY 2023 RAISE Grant Program. Applicants should note that the two funding streams (BIL funding and FY 2023 Appropriations Act funding) have slightly different funding restrictions and requirements that may affect competitiveness of certain request amounts.

The grants are to be awarded on a competitive basis for surface transportation projects that will have a significant local or regional impact and improve transportation infrastructure. DOT will award at least $115 million for the planning, preparation or design of eligible projects; this amount includes 5 percent from each of the two available funding sources ($75 million (of the $1.5 billion) from BIL funds and $40 million (of the $800 million) from the FY 2023 Appropriations Act). DOT refers to awards for the planning, preparation or design of eligible projects that do not result in construction with FY 2023 RAISE funding as planning grants. DOT will award at least $35 million for projects located in historically disadvantaged communities or areas of persistent poverty; this amount includes $15 million from available BIL funds and $20 million from available FY 2023 Appropriations Act funds. The DOT may retain up to $30 million from BIL funds and up to $16 million from FY 2023 Appropriations Act funds for oversight and administration of grants and credit assistance made under the program. The Department does not anticipate awarding additional funding from prior rounds; however, if unobligated program funds are made available from prior rounds, they may be awarded under this solicitation to projects that can be obligated before the obligation deadline associated with the respective prior year funds. If this solicitation does not result in the award and obligation of all available funds, DOT may publish additional solicitations.

DOT may use up to 20 percent of available funds (or $460 million) to be used by DOT to pay the subsidy and administrative costs of a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) programs, particularly transit and transit-oriented development (TOD) projects. In October 2022, the Secretary approved the “TIFIA 49 Initiative” which authorizes transit and transit-oriented development (TOD) projects to borrow

up to 49 percent of eligible project costs for projects that meet eligibility requirements. TIFIA loans have historically been capped at 33 percent of eligible project costs.[6]

2. Award Size

For capital grants, the BIL specifies that the minimum RAISE grant award is $5 million in urban areas and $1 million in rural areas (as defined in Section C.3.ii). There is no minimum award amount for planning grants for BIL funds or FY2023 Appropriations Act Funds.

Grants awarded under BIL funding may not be greater than $25 million. Grants awarded under FY 2023 Appropriations Act funding may not be greater than $45 million. Therefore, grant requests greater than $25 million will be considered only for FY 2023 Appropriations Act funding; they will not be eligible to compete for BIL funding. In order to be considered under the full funding amount available of $2.3 billion, the grant request may not exceed $25 million.

3. Restrictions on Funding

No more than 15 percent of the BIL funds made available for RAISE grants (or $225 million) may be awarded to projects in a single State. No more than 15 percent of the FY 2023 Appropriations Act funding made available for RAISE grants (or $120 million) may be awarded to projects in a single State. Therefore, the maximum amount that can be awarded to any single state is $345 million.

Not more than 50 percent of the respective funding provided for RAISE grants shall be awarded to rural projects (as defined in section C.3.ii,) and not more than 50 percent of the respective funding provided for RAISE grants shall be awarded to urban projects (as defined in section C.3.ii).. Therefore, not more than $1.15 billion will be awarded to urban and rural areas respectively; not more than $750 million from the BIL funding and not more than $400 million

[6] Contact the Build America Bureau for more information on TIFIA and RRIF financing. https://www.transportation.gov/buildamerica/

from the FY 2023 Appropriations Act funding will be awarded to urban and rural areas respectively.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

4. Availability of Funds

FY 2023 RAISE grant funds are available for obligation only through September 30, 2027. The FY 2023 Appropriations Act funding does not have this statutory requirement; however, to ensure that projects are started and completed in an efficient manner, the Department expects projects awarded with FY 2023 Appropriations Act funding to be obligated by the same date of September 30, 2027. Therefore, it shall be referred to in this Notice as the "obligation deadline" for all projects. Obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements, such as transportation planning and environmental review requirements for capital construction projects. Unless authorized by DOT in writing after DOT's announcement of FY 2023 RAISE awards, any costs incurred prior to DOT's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement.[7] BIL requires that FY 2023 RAISE funds must be expended (the grant obligation must be liquidated or paid out to the grant recipient) by September 30, 2032. After this date, unliquidated funds are no longer available to the project. The FY 2023 Appropriations Act funding does not have this statutory requirement; however, to ensure that projects are started and completed in an efficient manner, the Department expects projects

[7] Pre-award costs are only costs incurred directly pursuant to the negotiation and anticipation of the RAISE award where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2023 RAISE award cannot be charged to FY 2023 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2023 RAISE award, cannot be charged to FY 2023 RAISE funds.

awarded with FY 2023 Appropriations Act funding to be liquidated by the same date of September 30, 2032. As part of the review and selection process described in Section E.2., DOT will consider a project's likelihood of being ready to proceed with an obligation of RAISE grant funds within the timeline described above. **DOT does not have the authority to extend the BIL deadlines**.

5. Previous RAISE/BUILD/TIGER Awards

Recipients of RAISE/BUILD/TIGER grants may apply for funding to support additional phases of a project previously awarded funds in the RAISE/BUILD/TIGER program. However, to be competitive, the applicant should demonstrate the extent to which the previously funded project phase has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. A previous RAISE/BUILD/TIGER award, or application, does not affect competitiveness under the FY 2023 RAISE competition.

C. Eligibility Information

To be selected for a RAISE grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project.

1. Eligible Applicants

Eligible Applicants for RAISE grants are: States and the District of Columbia; any territory or possession of the United States; a unit of local government; a public agency or publicly chartered authority established by one or more States; a special purpose district or public authority with a transportation function, including a port authority; a Federally recognized Indian Tribe or a consortium of such Indian Tribes; a transit agency; and a multi-State or multijurisdictional group of entities that are separately eligible. Federal agencies are not eligible applicants for the FY 2023 RAISE program.

Multiple States or jurisdictions may submit a joint application and should identify a lead applicant as the primary point of contact and also identify the primary recipient of the award. Joint applications should include a description of the roles and responsibilities of each applicant.

DOT expects that the eligible applicant that submits the application will administer and deliver the project. If the applicant seeks a transfer of the award to another agency, that intention should be made clear in the application and a letter of support from the otherwise eligible, designated entity should be included in the application.

2. Cost Sharing or Matching

The Federal share of the costs of an eligible project carried out using a grant provided under the RAISE grant program shall not exceed 80 percent unless the project is located in a rural area, a historically disadvantaged community (HDC), or an area of persistent poverty (APP). Urban area and rural area are defined in Section C.3.ii of this notice. HDCs and APPs are defined in Section C.3.iii.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(RAISE\ Grant\ Request + Other\ Federal\ Funds)}{Total\ Project\ Cost} = Federal\ Cost\ Share$$

Federal cost share may not exceed 80 percent for urban projects that are not located in an APP or HDC.

For the RAISE Program, Total Project Cost means the sum of future eligible Federal and Non-Federal costs that have not yet been incurred. This cannot include any previously incurred costs.

DOT does **not** use an applicant's cost share when evaluating applications on merit. The Department considers an applicant's cost share during the evaluation and selection process only to confirm eligibility for urban projects that are not located in an APP or HDC.

Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, or private funds. The BIL also allows for the following Federal funds to be considered "non-Federal" for the purpose of the RAISE program: (A) tribal transportation program funds under section 202 of title 23; (B) Federal lands transportation program funds under section 203 of title 23; (C) TIFIA program funds (as defined in section 601(a) of title 23); and (D) Railroad Rehabilitation and Improvement Financing Program under chapter 224. Toll credits under 23 U.S.C. 120(i) are considered a Federal source under the RAISE program and, therefore, cannot be used to satisfy the statutory cost sharing requirement of a RAISE award. Unless otherwise authorized by statute, funds used to satisfy the non-Federal cost-share requirements of a different Federal program may not be counted as the non-Federal cost-share for both the RAISE grant and another Federal grant program. DOT will not consider previously incurred costs or previously expended or encumbered funds towards the non-Federal cost-share requirement for any project. Non-Federal cost-share funds are subject to the same Federal requirements described in Section F.2. as awarded funds. If repaid from non-Federal sources, Federal credit assistance is considered non-Federal share.

See Section D.2.iii for information about documenting cost sharing in the application.

For each project that receives a RAISE grant award, the terms of the award will require the recipient to complete the project using at least the level of non-Federal funding that was specified in the application. If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for increasing the non-Federal contribution. If

the actual costs of the project are less than the costs estimated in the application, DOT will generally reduce the Federal contribution to ensure federal cost share limitations are met.

3. Other

i. Eligible Projects

(a) Capital Projects

Eligible projects for RAISE grants are surface transportation capital projects within the United States[8] or any territory or possession of the United States that are: (1) highway, bridge, or other road projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, United States Code; (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); (5) the surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code;[9] (6) intermodal projects; (7) projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program; (8) projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government; and (9) any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program.[10]

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[8] In addition to projects located in the United States, eligible projects for RAISE grants include projects that are necessary for reconstruction of the Alaska Highway from the Alaskan border at Beaver Creek, Yukon Territory, to Haines Junction in Canada and the Haines Cutoff Highway from Haines Junction in Canada to Haines, Alaska, as provided in 23 U.S.C. 218.

[9] Eligible surface transportation components of eligible airport projects are those projects listed in "Appendix P: Road and Surface Transportation Projects" of the Airport Improvement Program (AIP) handbook, available at https://www.faa.gov/airports/aip/aip_handbook/?Chapter=Appendix#PP00. For more details on airport project eligibility, please see the Frequently Asked Questions at https://www.transportation.gov/RAISEgrants/raise-application-faqs.

[10] Please note that DOT may award a RAISE grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for RAISE grants to pay for the surface transportation components of these projects.

The Secretary considers the following projects necessary to advance the goals of the program, and therefore eligible: public road and non-motorized projects that are not otherwise eligible under title 23, United States Code; transit-oriented development projects; mobility on-demand projects that expand access and reduce transportation cost burden; and intermodal projects.

Under the FY 2023 RAISE program, if an application includes right-of-way acquisition, the project will be considered a capital project. Projects that include right-of-way acquisition should include a timeline for construction.

The following projects are not considered necessary to advance the goals of the program, and, therefore, they are ineligible: school bus electrification and broadband deployment as a standalone project. Improvements to Federally owned facilities are ineligible under the FY 2023 RAISE program, unless they are projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government. If a project type is not described as explicitly eligible or ineligible above, then applicants should explain in their application why the project is necessary to advance the goals of the program, and the Department will determine eligibility on a case-by-case basis.

Research, demonstration, or pilot projects are eligible only if they will result in long-term, permanent surface transportation infrastructure that has independent utility as defined in Section C.3.iv

(b) Planning Projects

Activities eligible for funding under RAISE planning grants are related to the planning, preparation, or design— for example environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities—of

eligible surface transportation capital projects described in Section C.3.i.(a) and may not result in construction with RAISE FY 2023 funding.

In addition, activities eligible for RAISE planning grants include those related to multidisciplinary projects or regional planning, such as: (1) development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans; (2) zero emissions plan for transit fleet; (3) planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic; (4) planning activities related to zero emissions goods movement; (5) development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region; and (6) risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable occurrence or recurrence of an emergency or major disaster.

As stated above, projects that include right-of-way acquisition are capital projects and, therefore, not eligible for RAISE planning grants.

ii. Rural/Urban Definition

For purposes of this notice, a project is designated as urban if it is located within (or on the boundary of) a Census-designated urbanized area[11] that had a population greater than 200,000 in the 2010 Census.[12] If a project is located outside a Census-designated urbanized area with a

[11] Lists of 2010 UAs as defined by the Census Bureau are available on the Census Bureau website at https://www.census.gov/geographies/reference-maps/2010/geo/2010-census-urban-areas.html.

[12] For the purpose of this NOFO, the definition of urban and rural is based on the 2010 Census-designated urbanized areas. The Department is required by the BIL to use the most recent decennial census information; however urbanized areas have not been designated for the 2020 Census at the time of this NOFO publication. See https://www.transportation.gov/RAISEgrants/urbanized-areas for a list of 2010 Census-designated UAs.

population greater than 200,000, it is designated as a rural project. Rural and urban definitions differ in some other DOT programs, including TIFIA.

A project located in both an urban and a rural area will be designated as *urban* if the majority of the project's costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as *rural* if the majority of the project's costs will be spent in rural areas. For RAISE planning grants, the location of the project being planned, prepared, or designed will be used for the urban or rural designation.

This definition affects four aspects of the program: (1) not more than 50 percent (or $1.15 billion) of the funds provided for RAISE grants are to be used for projects in rural areas; (2) not more than 50 percent (or $1.15 billion) of the funds provided for RAISE grants are to be used for projects in urban areas; (3) for a capital project in a rural area, the minimum award is $1 million, while the minimum capital award for urban areas is $5 million; and (4) the Secretary may increase the Federal share above 80 percent to pay for the eligible costs of a project in a rural area.

iii. Areas of Persistent Poverty and Historically Disadvantaged Communities

The Secretary may increase the Federal cost share above 80 percent for projects located in an Area of Persistent Poverty or a Historically Disadvantaged Community. Additionally, DOT must award at least $35 million for projects located in historically disadvantaged communities or areas of persistent poverty.

A project located in both (1) APP or HDC areas and (2) areas that are neither APP nor HDC areas will be designated as APP or HDC if the majority of the project's costs will be spent in the area that qualifies as APP or HDC. For RAISE planning grants, the location of the project being planned, prepared, or designed will be used for the APP and HDC designations.

(a) Areas of Persistent Poverty means: (1) any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000[13] decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census; (2) any census tract with a poverty rate of at least 20 percent as measured by the 2014-2018 5-year data series available from the American Community Survey of the Bureau of the Census;[14] or (3) any territory or possession of the United States. A county satisfies this definition only if 20 percent of its population was living in poverty in all three of the listed datasets: (a) the 1990 decennial census; (b) the 2000 decennial census; and (c) the 2021 Small Area Income Poverty Estimates.[15] DOT will list all counties and census tracts that meet this definition for Areas of Persistent Poverty on the RAISE website at www.transportation.gov/RAISEgrants/raise-app-hdc.

(b) Historically Disadvantaged Communities – DOT has developed a definition of Historically Disadvantaged Communities as part of its implementation of the Justice40 Initiative and will use that definition for the purpose of this Notice. Consistent with OMB's Interim Guidance for the Justice40 Initiative,[16] Historically Disadvantaged Communities include (a) certain qualifying census tracts, (b) any Tribal land, or (c) any territory or possession of the United States. DOT is providing a list of census tracts that meet the definition of Historically Disadvantaged Communities, as well as a mapping tool to assist applicants in identifying

[13] See https://www.census.gov/data/tables/time-series/dec/census-poverty.html for county dataset.
[14] See https://data.census.gov/cedsci/table?q=ACSST1Y2018.S1701&tid=ACSST5Y2018.S1701&hidePreview=false for 2014-2018 five year data series from the American Community Survey
[15] On December 15, 2022, the 2021 Small Area Income Poverty Estimates (SAIPE) Dataset was published at https://www.census.gov/data/datasets/2021/demo/saipe/2021-state-and-county.html. The Department is updating its APP resources based on the 2021 SAIPE data.
[16] https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf

whether a project is located in a Historically Disadvantaged Community, available at www.transportation.gov/RAISEgrants/raise-app-hdc.

iv. Project Components

An application may describe a project that contains more than one component and may describe components that may be carried out by parties other than the applicant. DOT expects, and will impose requirements on fund recipients to ensure, that all components included in an application will be delivered as part of the RAISE project, regardless of whether a component includes Federal funding. The status of each component should be clearly described (for example, in the project schedule). DOT may award funds for a component, instead of the larger project, if that component: (1) independently meets minimum award amounts described in Section B and all eligibility requirements described in Section C; (2) independently aligns well with the selection criteria specified in Section E.1; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility. Independent utility means that the component will represent a transportation improvement that is usable and represents a reasonable expenditure of DOT funds even if no other improvements are made in the area and will be ready for intended use upon completion of that component's construction. All project components that are presented together in a single application must demonstrate a relationship or connection between them. See Section D.2. for Required Approvals.

Applicants should be aware that, depending upon the relationship between project components and applicable Federal law, DOT funding of only some project components may make other project components subject to Federal requirements as described in Section F.2.

DOT strongly encourages applicants to identify in their applications the project components that have independent utility and separately detail costs and requested RAISE grant funding for those components. If the application identifies one or more independent project

components, the application should clearly identify how each independent component addresses selection criteria and produces benefits on its own, in addition to describing how the full proposal, of which the independent component is a part addresses, selection criteria.

v. Application Limit

Each lead applicant may submit no more than three applications. Unrelated project components should not be bundled in a single application for the purpose of adhering to the limit. If a lead applicant submits more than three applications as the lead applicant, only the first three received will be considered.

D. Application and Submission Information

1. Address to Request Application Package

Instructions for submitting applications can be found at https://www.transportation.gov/RAISEgrants/apply along with specific instructions for the forms and attachments required for submission.

2. Content and Form of Application Submission

The application must include the Standard Form 424 (Application for Federal Assistance), the "FY 2023 RAISE Project Information Form" available at www.transportation.gov/RAISEgrants/raise-info, and individual application attachments as outlined in the table below. DOT expects the application will be submitted in the following order, using the following file names:

Information	File Name	NOFO Section	Page Limit
SF-424	SF-424	D.2	N/A
Project Information Form (in Excel)	FY 2023 RAISE Project Information Form	D.2	N/A
Project Description	Project Description	D.2.i	5 pages
Project Location File	Project Location File	D.2.ii	N/A
Project Budget	Project Budget	D.2.iii	5 pages

Funding Commitment Documentation	Funding Commitments	D.2.iii.e	N/A
Merit Criteria	Merit Criteria Narrative	D.2.iv and E.1.i	15 pages
Project Readiness	Project Readiness	D.2.v and E.1.ii	5 pages
Benefit-Cost Analysis Narrative (capital projects only)	BCA Narrative	D.2.vi and E.1. iii.	N/A
Benefit-Cost Analysis Calculations (capital projects only, could be in unlocked spreadsheet form)	BCA Calculations	D.2.vi. and E.1. iii.	N/A
Letters of Support (Optional)	Letters Of Support	D2.iv And E.1.i	N/A

DOT expects the application attachments/files be prepared with standard formatting preferences (a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins), and documents should be submitted in PDF, unless otherwise specified (i.e., project information form should be in Excel, and the BCA calculations could be submitted in Excel).

Instructions for each application file are below.

The application files should collectively include all information necessary for DOT to determine that the project satisfies project requirements described in Sections B and C and to assess the selection criteria specified in Section E.1. DOT expects applications to be complete upon submission. DOT may ask any applicant to supplement data in its application but is not required to do so. Unsupported claims related to the selection criteria (merits, project readiness, economic benefits, etc.) will negatively affect competitiveness of the application, as described throughout Section E.2.

Supporting documents may be attached in addition to the listed files, but evaluators are not required to review supporting documents as part of the review described in Section E. DOT expects application files to include the following detailed information

i. Project Description

This file must provide a description of the project that is to be planned or constructed and should include a detailed statement of work that focuses on the technical and engineering aspects of the project, the current design status of the project, the transportation challenges that the project is intended to address, and how the project is expected address those challenges. This file may also discuss the project's history, including a description of any previously completed components. The applicant may use this file to place the project into a broader context of other transportation infrastructure investments being pursued by the project sponsor.

This file should also describe the project location in a narrative fashion, including a detailed geographical description of the proposed project and map(s) of the project's location, to supplement the geographic project map provided in the project location file. The project location description should narratively identify:

(a) whether the project is located in an Area of Persistent Poverty, including the relevant County and/or census tract(s);

(b) whether the project is located in a Historically Disadvantaged Community, including the relevant census tract(s);

(c) the Census-designated urbanized area in which the project is located, if relevant;

ii. Project Location File

Applicants should submit one of the following file types with project location identification. This will be used to verify the urban/rural designation and the APP/HDC designations described in the Project Description file. These location designations, together with budget information, could affect eligibility under the FY2023 RAISE grants program, as described in NOFO Section C. Therefore, accuracy in the location file is important. Acceptable file types are: Shapefile,

GEOJSON, KML/KMZ, or CSV. If an applicant needs to prepare one of these files, these are suggested instructions:

1. Open a publicly available online mapping tool for example, (Google Earth or GEOJSON).
2. Identify your project location. Use the tools to draw a line or make a point to represent the project area. The project area should include only the direct physical location of the infrastructure project; it should NOT include a broad service area or area of project impact.
3. Export, save, and attach to your application one of the acceptable formats (Shapefile, GEOJSON, KML/KMZ, CSV)

iii. Project Budget

This file should describe the budget for the RAISE project (i.e., the project scope that includes RAISE funding and matching funding if required), including information about the degree of design completion (e.g., 30 percent design) for which the cost was estimated. Applicants should carefully consider the differing funding restrictions for the BIL funding and the FY 2023 Appropriations Act funding, which could affect competitiveness and are further described in Section B. If the budget presented in the application shows a grant request greater than $25 million, the application will be competing for only the FY 2023 Appropriations Act funding. This budget should **not** include any previously incurred expenses. The budget should show how each source of funds will be spent. The budget should also show how each funding source will share in each major construction activity, and present that data in dollars and percentages. If applicable, the budget should identify Federal funds that have been previously authorized by a Federal agency. The budget should clearly identify any expenses expected to be incurred between time of award and obligation because these expenses are not eligible for

reimbursement, as described in Section B.4, or for non-Federal funds, as described in Section C.2. The budget details should sufficiently demonstrate that the project satisfies the statutory cost-sharing/matching funds requirements described in Section C.2. At a minimum, the project budget should include:

(a) Total Project Costs for the FY 2023 RAISE project (see Section C.2 for definition of Total Project Cost);

(b) FY 2023 RAISE grant funding request;

(c) Specific source, amount, and type (grant, loan, etc.), of funds to be used for eligible project costs;

(d) Specific sources and amounts of non-Federal funds, if included, to be used for eligible project costs;

(e) Documentation of funding commitments for those non-Federal and other Federal funds; and

(f) If the project is located in two or more census tracts or is located only partially within an urbanized area, the budget needs to separate the costs between the various census tracts or areas designated as urban and rural.

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a particular source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a particular source of funds is available for expenditure only during a fixed time period, the application should describe that restriction. Complete information about project funds will ensure that DOT's expectations for award execution align with any funding restrictions unrelated to DOT, even if

an award differs from the applicant's request. Applicants are encouraged to include the following two tables below, filled out with project details:

Table 1:

Funding Source	[Component 1] Funding Amount	[Component 2] Funding Amount	Total Funding
RAISE Funds:	[$XXX]	[$XXX]	[$XXX]
Other Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Non-Federal Funds:	[$XXX]	[$XXX]	[$XXX]
Total:	[$XXX]	[$XXX]	[$XXX]

If there is only a single component, remove "Component 2" column. If there are more than 2 components, add columns.

Table 2:

Census Tract(s)	Project Costs per Census Tract
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
[XX.XX]	$
	Total Project Cost: $

Add more rows for additional census tracts, if needed.

DOT will use this table to determine which Census tracts include the majority of project costs in the context of making final APP and HDC designations.

The total project cost listed in Tables 1 and 2 should match total project cost listed throughout the application materials.

iv. Merit Criteria

This narrative file should demonstrate how the project aligns with the statutory merit criteria described in Section E.1 of this notice. DOT encourages applicants to address each criterion. Insufficient information to assess any criterion will negatively impact the project rating. Applicants should note that merit reviewers will focus on this file and will not be required

to reference the other files in the application package; therefore all relevant information to demonstrate alignment with the merit criteria as described in Section E.1.i should be included in this file. Applicants should describe the project merit criteria in the order in which they are described in the NOFO, and address each criterion separately. Guidance describing how DOT will evaluate projects against the Selection Criteria is in Section E.1 of this notice. Applicants should review that section before considering how to organize their application.

(a) Safety

This section of the merit criteria application file should describe how the project aligns with the safety criterion described in Section E.1.i.(a) of this notice.

(b) Environmental Sustainability

This section of the merit criteria application file should describe how the project aligns with the environmental sustainability criterion described in Section E.1.i.(b) of this notice.

(c) Quality of Life

This section of the merit criteria application file should describe how the project aligns with the quality of life criterion described in Section E.1.i.(c) of this notice.

(d) Improves Mobility and Community Connectivity

This section of the merit criteria application file should describe how the project aligns with the mobility and community connectivity criterion described in Section E.1.i.(d) of this notice.

(e) Economic Competitiveness and Opportunity

This section of the merit criteria application file should describe how the project aligns with the economic competitiveness and opportunity criterion described in Section E.1.i.(e) of this notice.

(f) State of Good Repair

This section of the merit criteria application file should describe how the project aligns with the state of good repair criterion described in Section E.1.i.(f) of this notice.

(g) Partnership and Collaboration

This section of the merit criteria application file should describe how the project aligns with the partnership and collaboration criterion described in Section E.1.i.(g) of this notice.

(h) Innovation

This section of the merit criteria application file should describe how the project aligns with the innovation criterion described in Section E.1.i.(h) of this notice.

v. Project Readiness

This file should include a detailed project schedule for all applications.

Capital project applications that receive second-tier analysis[17] will be reviewed for Project Readiness and assigned three separate readiness evaluation ratings: Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment. Therefore, the Project Readiness file for capital project applications should include information that addresses the Environmental Risk Assessment and Technical Capacity Assessment considerations as described in Section E.1.ii.a and Section E.1.ii.b. The Financial Completeness Assessment will be based on information contained throughout the budget file of the application.

Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings: Technical Capacity Assessment and Financial Completeness Assessment. Therefore, the Project Readiness file for planning project applications should include information that addresses the Technical Capacity Assessment considerations as

[17] The process for determining which applications receive second-tier analysis is described in Section E.2 of this notice.

described in Section E.1.ii.b. The Financial Completeness Assessment will be based on information contained throughout the budget section of the application. Environmental Risk Assessment will not be reviewed for planning applications, so planning applicants do not need to provide information related to this criterion.

The Project Readiness file should include the following sections:

(a) Environmental Risk (capital projects only)

This section of the application should include sufficient information for DOT to evaluate whether the project is reasonably expected to begin construction in a timely manner consistent with all applicable local, State, and Federal requirements. To assist DOT's project environmental risk review, the applicant should provide the information requested on project schedule, required approvals and permits, NEPA class of action and status, public involvement, right-of-way acquisition plans, risk and mitigation strategies, each of which is described in greater detail in the following sections. Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of environmental risk, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, DOT encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about what information applicants should provide and how the applicant should organize their application. Guidance describing how DOT will evaluate environmental risk is described in Section E.1.ii of this notice. Applicants should review that section when considering how to organize their application.

i. Detailed Project Schedule

All applications should include a detailed project schedule that identifies all major milestones. For capital project applications, examples of such milestones include State and local

planning approvals (e.g., programming on the Statewide Transportation Improvement Program); start and completion of NEPA and other Federal environmental reviews and approvals including permitting; design completion; right-of-way acquisition; approval of plans, specifications and estimates; procurement; State and local approvals; public involvement; project partnership and implementation agreements, including agreements with railroads; and construction. For planning projects, examples of milestones may include start dates, schedule for public engagement and completion dates. The schedule should be sufficiently detailed to demonstrate that:

1. all necessary activities will be complete to allow RAISE grant funds to be obligated[18] sufficiently in advance of the administrative deadline (June 30, 2027),[19] and that any unexpected delays will not put the funds at risk of expiring before they are obligated;
2. the capital project can begin construction upon obligation of grant funds and that those funds will be spent expeditiously once construction starts, with all funds expended by September 30, 2032;
3. all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no right-of-way acquisition is necessary; and
4. the applicant has meaningfully sought community input through public involvement, particularly engaging environmental justice communities or

[18] Obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements.

[19] The statutory obligation deadline is September 30, 2027. The Department assesses risk against an earlier deadline of June 30, 2027 to allow time to complete administrative processing and address challenges before the statutory deadline.

disadvantaged communities that may be affected by the project where applicable.

ii. Required Approvals

1. Environmental Permits and Reviews. The capital project application should demonstrate receipt (or reasonably anticipated receipt) of all environmental approvals and permits necessary for the project to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State and local requirements and completion of the NEPA process. Specifically, the application should include:

A. Information about the NEPA status of the project. If the NEPA process is complete, an applicant should indicate the date of completion, and provide a website link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the NEPA process is underway, but not complete, the application should detail the type of NEPA review underway, where the project is in the process, and indicate the anticipated date of completion of all milestones and of the final NEPA determination. If the last agency action with respect to NEPA documents occurred more than three years before the application date, the applicant should describe why the project has been delayed and include a proposed approach for verifying and, if necessary, updating this material in accordance with applicable NEPA requirements.

B. Information on reviews, approvals, and permits by other agencies. An application should indicate whether the proposed project requires reviews or

approval actions by other agencies,[20] indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State or local requirements, and when such approvals are expected. Applicants should provide a website link or other reference to copies of any reviews, approvals, and permits prepared.

C. Environmental studies or other documents, preferably through a website link, that describe in detail known project impacts, and possible mitigation for those impacts.

D. A description of discussions with the appropriate DOT operating administration field or headquarters office regarding the project's compliance with NEPA and other applicable Federal environmental reviews and approvals.

E. If applicable, for capital project right-of-way acquisition plans, with detailed schedule and compensation plan.

F. A description of public engagement about the project that has occurred, proactively inclusive of historically disadvantaged communities, including details on compliance with environmental justice requirements and the degree to which public comments and commitments have been integrated into project development and design. Right-of-Way acquisition plans should be provided if applicable.

2. State and Local Approvals. The applicant should demonstrate receipt of

[20] Projects that may impact protected resources such as wetlands, species habitat, cultural or historic resources require review and approval by Federal and State agencies with jurisdiction over those resources.

State and local approvals on which the capital project depends, such as State and local environmental and planning approvals and Statewide Transportation Improvement Program (STIP) or Transportation Improvement Program (TIP) funding.

3. Federal Transportation Requirements Affecting State and Local Planning. The planning requirements applicable to the relevant operating administration apply to all RAISE grant projects,[21] including projects located at airport facilities.[22] Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the

[21] Under 23 U.S.C. 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP) and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a RAISE grant until it is included in such plans. Plans that do not currently include the awarded RAISE project can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a RAISE grant. Port, freight rail, and intermodal projects are not required to be on the State Rail Plans called for in the Passenger Rail Investment and Improvement Act of 2008, or in a State Freight Plan (unless National Highway Freight Program funding is identified as a source of other federal funding – States may modify their Freight Investment Plan of a State Freight Plan after award of discretionary grant funding; non-State applicants would need a letter from the State indicating intent to add to State Freight Plan for use of NHFP funding pursuant to selection). However, applicants seeking funding for freight projects are encouraged to demonstrate that they have done sufficient planning to ensure that projects fit into a prioritized list of capital needs and are consistent with long-range goals. Means of demonstrating this consistency would include whether the project is in a TIP or a State Freight Plan that conforms to the requirements 49 U.S.C. 70202 prior to the start of construction. The Port Planning and Investment Took Kit is available at https://www.maritime.dot.gov/grants-finances/marine-highways/port-planning-and-investment-toolkit-marine-highway-projects-module

[22] Projects at or near airports must be compatible with any FAA-approved Airport Layout Plan for each associated airport, applicable airport safety and airspace standards, including aeronautical surfaces associated with the landing and takeoff of aircraft at the airport, 14 CFR Part 77, and compatible land-use. Additionally, projects at an airport: must be consistent with established Sponsor Grant Assurances, including (but not limited to) requirements for non exclusive-use aeronautical facilities, consultation with users, consistency with local plans including development of the area surrounding the airport, and consideration of the interest of nearby communities, among others; and must not adversely affect the continued and unhindered access of passengers to the terminal.

application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration such as letters of support from the State DOT if the project is intended to be included in the State Freight Plan, or results from application of the FHWA Freight Mobility Tool (https://ops.fhwa.dot.gov/freight/freight_analysis/mobility_trends/index.htm).

iii. Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, unavailability of domestically manufactured equipment, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should provide a public involvement plan demonstrating meaningful engagement of the community affected by the project, to include environmental justice communities or disadvantaged communities, where applicable. The applicant should identify all material risks to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks. The applicant

should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project. To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information at www.transportation.gov/RAISEgrants, for information on the pre-requisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

For more information on how Capital applications will be evaluated for Environmental Risk, see Section E.1.ii.a of this NOFO.

(b) Technical Capacity (capital and planning projects)

All applications should include a section in the Project Readiness file that describes their Technical Capacity to deliver the project as described in Section E.1.ii.b of this NOFO.

vi. Economic Analysis (Benefit-Cost Analysis)

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) narrative and calculation file for capital projects only. Applicants should also review DOT's detailed guidance on how to conduct a BCA, which is available on the RAISE grant program website (see www.transportation.gov/RAISEgrants/additional-guidance).

The purpose of the BCA is to enable DOT to evaluate the project's cost-effectiveness by comparing its expected benefits to its expected costs, relative to a no-build scenario. Capital project applicants should provide a Benefit-Cost Analysis narrative description of their analysis as well as the calculation or analysis files used for their BCA (such as unlocked spreadsheet

files). The BCA narrative should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by DOT evaluators.

Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms. The BCA narrative should include, at a minimum, a description of the benefits and costs to be monetized. Applicants may also provide a table similar to the one shown below summarizing the impacts of the project and how those impacts would translate into expected benefits. This is shown as an example only:

Current Status/Baseline and Problem to be Addressed	**Change to Baseline**	**Example Impacts**
A freeway divides two neighborhoods	A new street will be constructed to connect neighborhoods on each side of the freeway	Reduced travel time for pedestrians and cyclists by X miles per day due to a more direct route, as well as reduced emissions, vehicle operating costs, and travel time for vehicle occupants by lowering VMT by Y miles per year
A roadway with a high number of pedestrian fatalities has no sidewalks or marked crosswalks	Sidewalks, high visibility crosswalks, and upgraded lighting will be added to the roadway	Reduced pedestrian fatalities and injuries by X and Y per year, respectively, as well as amenity benefits of wider sidewalks for Z daily pedestrian trips

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant must: 1) be registered in SAM before submitting its application; 2) provide a valid unique entity identifier in its application; and 3) continue to maintain an active SAM registration with current information at all times during which it has an active Federal

award or an application or plan under consideration by a Federal awarding agency. DOT may not make a RAISE grant to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make a RAISE grant, DOT may determine that the applicant is not qualified to receive a RAISE grant and use that determination as a basis for making a RAISE grant to another applicant.

4. Submission Dates and Times

Applications must be submitted through Grants.gov by 11:59:59 PM Eastern on February 28, 2023. Grants.gov attaches a time stamp to each application at the time that submission is complete. Applications with a time stamp after the deadline will not be considered. The Department does not accept applications via mailed paper, fax machine, email, or other means.

To submit an application through Grants.gov, applicants must:

(1) Obtain a Unique Entity Identifier (UEI) number;[23]

(2) Register with the System for Award Management (SAM) at www.SAM.gov;

(3) Create a Grants.gov username and password; and

(4) The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from Grants.gov and login at Grants.gov to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization.

Please note that the SAM registration process takes a minimum of 2 weeks to complete. Failure to register for SAM or comply with Grants.gov applicant requirements in a timely manner will

[23] On April 4, 2022 the Federal government stopped using the Data Universal Numbering System (DUNS) number to uniquely identify entities. Entities doing business with the Federal government must use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations.

not be considered for exceptions to the submission requirements and deadline. The Department is not able to assist with technical issues related to Grants.gov or SAM registration. For information and instruction on each of these processes, please see instructions at http://www.grants.gov/web/grants/applicants/applicant-faqs.html. If applicants experience difficulties at any point during the registration or application process, please call the Grants.gov Customer Service Support Hotline at 1-800-518-4726.

5. Other Submission Requirements

i. Submission Location

Applications must be submitted to Grants.gov. The Department does not accept applications via mailed paper, fax machine, email, or other means.

ii. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through Grants.gov will be eligible for award.

iii. Late Applications

Any applications that Grants.gov time stamps after 11:59:59 PM on February 28, 2023 will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline, and applicants facing technical issues are advised to contact the Grants.gov helpdesk well in advance of the deadline.

iv. Compliance with Section 508 of the Rehabilitation Act of 1973

The Department encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at https://www.access-board.gov/ict/.

E. Application Review Information

1. Criteria

This section specifies the criteria that DOT will use to evaluate applications. The Department will review merit criteria for all applications. A subset of competitive capital applications (described in Section E.2) will also receive second-tier analysis consisting of three Project Readiness reviews (Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment) and an Economic (benefit-cost) Analysis. A subset of competitive planning applications (described in Section E.2) that receive second-tier analysis will be reviewed for two Project Readiness areas (Technical Capacity Assessment and Financial Completeness Assessment). Environmental Risk Assessment and Economic (benefit-cost) Analysis will not be reviewed for planning applications.

The Department does not consider cost share (the *amount* of non-Federal contribution) as a selection criterion or a competitiveness factor. However, general budget information (such as the nature of funding source or the availability of the funding) may be evaluated as part of the financial completeness in the readiness review, or under the Partnership or Innovation criteria in the merit review. See Section E.1.i.g, Section E.1.i.h, and Section E.1.ii.c for more details.

i. Merit Criteria

For each merit criterion, the Department will consider whether the anticipated benefits are clear, direct, data-driven, and significant, which will result in a rating of "high, "medium," "low," or "non-responsive" as described in the rubric below.

Planning grant applications will be evaluated against the same merit criteria as capital grants, however the information does not need to be as driven by data as a capital project, since data is often an outcome of the project to be planned. However, planning grant applications

should include data on the problem intended to be addressed. The Department will consider how the plan, once implemented, will ultimately further the merit criteria.

As further described in the rubric below, to receive a "high" criterion rating, the criterion must be addressed as a primary project purpose (not an ancillary or incidental consideration, except for the Partnership and Collaboration and Innovation criteria), must include clear, direct, data-driven (capital projects only), and significant benefits, and must align with at least one of the benefits described in the high column of the merit criteria rubric. To receive a "medium" criterion rating, the criterion may not be a primary project purpose, or the project benefits do not meet at least one of the requirements for a 'high' rating, as described in the merit criteria rubric. A "low" criterion rating means the application contains insufficient information to assess that criterion's benefits. Projects that negatively affect the criterion or for which the application does not address the criterion will receive a "non-responsive" criterion rating.

The combination of individual criterion ratings will inform one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable, as shown below.

- Highly Recommended if six or more of the eight merit criteria ratings are "high" and none of the merit criteria ratings are "non-responsive."
- Recommended if at least one, but no more than five, of the merit criteria ratings are "high", no more than three of the merit criteria ratings are "low", and none are "non-responsive."
- Acceptable if there is a combination of "high," "medium," "low," or "non-responsive" ratings that do not fit within the definitions of Highly Recommended, Recommended, or Unacceptable.
- Unacceptable if there are three or more "non-responsive" ratings.

Selection Criteria:	Non-Responsive	Low	Medium	High
Safety	Application did not address the Safety criterion OR Project negatively affects safety	Application contains insufficient information to assess safety benefit	The project has one or more of the following safety benefits, but safety may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Protect non-motorized or motorized travelers or communities from safety risks; or • Reduce any number of fatalities and/or serious injuries	Safety is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits that targets a known, documented safety problem, by doing one or more of the following: • Protect non-motorized travelers and communities from safety risks; or • Reduce fatalities and/or serious injuries to bring them below the state-wide average for underserved communities; or • Incorporate and cite specific actions and activities identified in the Department's National Roadway Safety Strategy plan
Environmental Sustainability	Application did not address the Environmental Sustainability criterion OR Project negatively affects environmental sustainability	Application contains insufficient information to assess environmental sustainability benefits	Project has one or more of the following environmental sustainability benefits, but environmental sustainability may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Reduce transportation-related air pollution and greenhouse gas emissions; or • Reduce vehicle miles traveled; or • Incorporate lower-carbon pavement/construction materials; or • Redevelop brownfield sites; or • Improve resilience of infrastructure to current and future weather and climate risks; or • Make basic stormwater improvements	Environmental sustainability is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits that explicitly considers climate change and environmental justice, by doing one or more of the following: • Reduce transportation-related air pollution and greenhouse gas emissions in underserved communities; or • Address the disproportionately negative environmental impacts of transportation on underserved communities such as by reducing exposure to elevated levels of air, water, and noise pollution; or • Align with the applicant's State, regional, county, or city decarbonization plan; or • Implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers; or • Reduce vehicle miles traveled specifically through modal shift to transit or active transportation; or • Reduce emissions specifically by shifting freight to lower-carbon travel modes; or

Selection Criteria:	Non-Responsive	Low	Medium	High
				• Incorporate energy efficient investments, such as electrification or zero emission vehicle infrastructure; or • Improve the resilience of at-risk infrastructure to withstand extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the Department (for example in the Department's Nature-Based Solutions for Coastal Highway Resilience Implementation Guide) and other Federal resources; or • Remove, replace, or restore culverts for the purpose of improving passage of aquatic species; or • Avoid adverse environmental impacts to air or water quality, wetlands, and endangered species
Quality of Life	Application did not address the Quality of Life criterion OR Project negatively affects quality of life	Application contains insufficient information to assess quality of life benefits	Project has one or more of the following quality of life benefits but quality of life may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase affordability for travelers; or • Reduces vehicle dependence	Quality of life is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: • Increase affordable transportation choices by improving and expanding active transportation usage or significantly reducing vehicle dependence, particularly in underserved communities; or • Reduce transportation and housing cost burdens by integrating mixed-use development and a diversity of housing types, including affordable housing, with multimodal transportation infrastructure; or • Coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; or • Improve access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks through transit and active transportation; or • Implement transit-oriented development that benefits existing residents and businesses, low-income and disadvantaged communities, and minimizes displacement; or

Selection Criteria:	Non-Responsive	Low	Medium	High
				• Improve public health by adding new facilities that promote walking, biking, and other forms of active transportation; or • Mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or • Proactively addresses equity.
Mobility and Community Connectivity	Application did not address the Mobility and Community Connectivity criterion OR Project negatively affects mobility and community connectivity	Application contains insufficient information to assess mobility and community connectivity benefits	Project has one or more of the following mobility and community connectivity benefits, but mobility and community connectivity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Increase accessible transportation choices; or • Include ADA improvements	Mobility and community connectivity is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: • Improve system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; or • Implement plans, based on community participation and data, that identifies and addresses gaps in the existing network; or • Remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; or • Include transportation features that increase the accessibility for non-motorized travelers for underserved communities, such as through a Complete Streets approach; or • Incorporate Universal Design including details of how the improvements go beyond ADA requirements; or • Directly increasing intermodal and multimodal freight movement; or • Consider last-mile freight plans in a Complete Streets and multimodal approach

Selection Criteria:	Non-Responsive	Low	Medium	High
Economic Competitiveness and Opportunity	Application did not address the Economic Competitiveness and Opportunity criterion OR Project negatively affects economic competitiveness and opportunity	Application contains insufficient information to assess economic competitiveness and opportunity benefits	Project has one or more of the following economic competitiveness and opportunity benefits, but economic competitiveness and opportunity may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Improve travel time reliability; or • Improve movement of goods; or • Create jobs related to the project's delivery and on-going operations	Economic competitiveness is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits, by doing one or more of the following: • Improve intermodal and/or multimodal freight mobility, especially for supply chain bottlenecks; or • Facilitate tourism opportunities; or • Inclusive economic development such as the utilization of Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses; or • Promote wealth building; or • Promote long-term economic growth and other broader economic and fiscal benefits; or • Promote robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union, expand training programs, and implement policies such as targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions; or • Promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development
State of Good Repair	Application did not address the State of Good Repair criterion OR Project negatively affects state of good repair	Application contains insufficient information to assess state of good repair benefits	Project has one or more of the following state of good repair benefits but state of good repair may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Routine or deferred maintenance; or • Create new infrastructure (not in a remote community) that will be maintained in a state of good repair; or • Identify the party responsible for maintenance and describe how the	State of good repair is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: • Restore and modernize (such as through road diets and complete streets approaches) the existing core infrastructure assets that have met their useful life; or • Reduce construction and maintenance burdens through efficient and well-integrated design; or • Create new infrastructure in remote communities that will be maintained in a state of good repair; or • Address current or projected system vulnerabilities for underserved communities; or

Selection Criteria:	Non-Responsive	Low	Medium	High
			new or improved asset(s) will be maintained in a state of good repair; or • Resolve the current or projected system vulnerabilities	• Prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint
Partnership and Collaboration	Application did not address the Partnership and Collaboration criterion OR Project negatively affects partners or community members (e.g. negative impacts from ROW acquisition, lack of support for the project, etc.)	Application contains insufficient information to assess the partnership and collaboration benefits	Project has one or more of the following partnership and collaboration benefits but partnership and collaboration may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Collaborate with public and/or private entities; or • Document support from local, regional, or national levels	Project has, or demonstrates plans to, support and engage diverse people and communities that go above and beyond, by doing one or more of the following: • Engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project, for example, by citing and describing how the project aligns with the Department's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; or • Coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; or • Partner with Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses; or • Partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships; or • Partner and engage with unions and/or worker organizations in the development of the project and the lifecycle of the project, including the maintenance or operation of the completed project; or

Selection Criteria:	Non-Responsive	Low	Medium	High
				• Partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies; or • Establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity; or • Participate in a non-DOT Federal capacity-building program, such as the Department of Housing and Urban Development's Thriving Communities Technical Assistance or the Environmental Protection Agency's Environmental Justice Thriving Communities Technical Assistance Centers Program.
Innovation	Application did not address the Innovation criterion. OR Includes non-innovative practices or components	Application contains insufficient information to assess innovation benefits	Project has one or more of the following innovation benefits but does not meet the description(s) of a 'high' rating: • Deploy technologies, project delivery, or financing methods that are <u>new or innovative to the applicant or community</u>	Project has, or demonstrates plans for, one or more of the following innovative benefits. • Innovative Technologies ○ Enhance the environment for electric, connected, and automated vehicles to improve the detection, mitigation, and documentation of safety risks; or ○ Use low-carbon materials; or ○ Use caps, land bridges, or underdecks • Innovative Project Delivery ○ Use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, congestion management, asset management, or long-term operations and maintenance • Innovative Financing ○ Secure TIFIA, RRIF, or private activity bond financing; or ○ Use congestion pricing or other demand management strategies

a. Safety

DOT will assess how the project targets a known safety problem and seeks to protect motorized or non-motorized travelers and communities from safety risks. Applicants are highly encouraged to include data-driven information when addressing the safety criterion such as the current and projected number or rate of crashes, fatalities and/or serious injuries among transportation users and how those compare to the statewide average; details about the transportation user that will reap the safety benefits such as whether the project addresses vulnerable roadway users[24] or whether the project addresses inequities in crash victims. If applicable, applicants should describe how the project incorporates specific actions and activities identified in DOT's National Roadway Safety Strategy.[25]

b. Environmental Sustainability

DOT will consider the extent to which the project incorporates considerations of climate change and environmental justice in the project planning or project delivery stage. Environmental justice, as defined by the Environmental Protection Agency, is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

DOT will evaluate whether and how the project demonstrates environmental sustainability benefits. For this assessment, DOT will consider, for example, how the project will significantly reduce transportation-related pollution like air pollution and greenhouse gas emissions; aligns with the applicant's State, regional, county or city carbon-reduction plan; address the

[24] As defined by FHWA's Vulnerable Road User Safety Assessment Guidance, a vulnerable road user is a nonmotorist and may include people walking, biking, or rolling as well as highway workers on foot in a work zone.
[25] www.transportation.gov/NRSS

disproportionate negative environmental impacts of transportation such as exposure to elevated levels of air, water, and noise pollution; or implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers.

DOT will assess whether and how the project is expected to reduce emissions, such as shifts to lower emissions vehicles, transit, or active transportation; shift freight to lower-carbon travel modes to reduce emissions; improve the resiliency of at-risk infrastructure[26] to withstand extreme weather events and natural disasters caused by climate change such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the Department (for example, in the Department's Nature-Based Solutions for Coastal Highway Resilience Implementation Guide); or incorporates lower-carbon pavement/construction materials.

DOT will also consider whether and how the project will incorporate energy efficient investments such as electrification or zero emission vehicle infrastructure; redevelop brownfield sites; remove, replace or restore culverts to improve passage of aquatic species; or avoid adverse impacts to air or water quality, wetlands, and endangered species. If applicable, applicants are encouraged to make floodplain upgrades consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030*, Climate-Related Financial Risk* (86 FR 27967) and 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input* (80 FR 6425.)

[26] For the RAISE program, at-risk infrastructure is defined as infrastructure that is subject to, or faces increased long-term future risks of, a weather event, a natural disaster, or changing conditions, such as coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.

c. Quality of Life

DOT will consider whether and how the project will improve quality of life, such as by increasing affordable transportation choices and expanding active transportation usage or significantly reducing vehicle dependence; reduce transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure; coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; reduce vehicle dependence and improve access to daily destinations such as jobs, healthcare, grocery store, schools, places of worship, recreation, or parks such as by adding new facilities that promote walking, biking; implement transit-oriented development that benefits existing residents and businesses; mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or proactively address racial equity.[27]

d. Mobility and Community Connectivity

DOT will assess whether and how the applicant will improve mobility and community connectivity. For this assessment, DOT will consider, for example, how the project will address system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; implement plans, based on community participation and data, that identifies and addresses gaps in the existing network; remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; include transportation features that increase accessibility for non-motorized travelers, such as through a Complete Streets approach; incorporate Americans with Disabilities Act (ADA) or Universal Design improvements; directly

[27] Definitions for "racial equity" and "underserved communities" are found in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Sections 2 (a) and (b).

increase intermodal and multimodal freight movement; or considers last-mile freight plans in a Complete Streets and multimodal approach.

e. Economic Competitiveness and Opportunity

DOT will assess whether and how the project will improve economic competitiveness and opportunity. For this assessment, DOT will consider, for example, how the project will improve intermodal or multimodal freight mobility, especially for supply chain bottle necks; facilitate tourism; include inclusive economic development such as the utilization use of Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses; promote wealth building; promote long-term economic growth and other broader economic and fiscal benefits; promote robust job creation by supporting good-paying jobs with free and fair choice to join a union in project construction and in on-going operations and maintenance; invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences[28] that will promote the entry and retention of local underrepresented populations into those jobs including women, people of color, and people with convictions; improve travel time reliability; improve the movement of goods; or support logistic jobs related to terminal, warehouse, or manufacturing industries. DOT will evaluate the extent to which the project will promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development.

[28] IIJA div. B § 25019 provides authority to use geographical and economic hiring preferences, including local hire, for construction jobs, subject to any applicable State and local laws, policies, and procedures. Project labor agreement should be consistent with the definition and standards outlined in Executive Order 13502.

f. State of Good Repair

DOT will assess whether and to what extent the project improves state of good repair. For this assessment, DOT will consider, for example, how the project will mitigate current or projected system vulnerabilities; restore and modernize (such as through road diets and Complete Streets approaches) the existing core infrastructure assets that have met their useful life; reduce construction and maintenance burdens through efficient and well-integrated design; create new infrastructure *in remote communities* that will be maintained in a state of good repair; prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint; conduct routine or deferred maintenance; create new infrastructure *(not in a remote community)* that will be maintained in a state of good repair; or identify the party responsible for maintenance and how the new or improved asset(s) will be maintained in a state of good repair.

The Department encourages applicants to improve the condition and safety of existing state and locally owned transportation infrastructure within the right-of-way before proposing projects that add new general purpose travel lanes serving single occupancy vehicles.

g. Partnership and Collaboration

DOT will consider the extent to which the project has or will support and engage diverse people and communities. For this assessment, DOT will consider, for example , how the project has or will collaborate with public and/or private entities; documents support from local, regional, and/or national levels; engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the project (for example, whether and how the project incorporates best practices from the Department's Promising Practices for Meaningful Public Involvement in Transportation

Decision-Making Guide);[29] coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; partners with Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses; partner with high-quality workforce development programs with supportive services[30] to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment; partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements; or partners with communities, or community groups representative of historically underrepresented groups, to develop workforce strategies; or establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity. DOT will assess the level of detail and description provided about the partnerships listed above. Applications that provide more details and descriptions about the project partnership will be rated higher than those that do not, in alignment with the merit rating rubric.

DOT will consider whether the applicant is participating in a non-DOT Federal capacity-building program as part of the Thriving Communities Network[31] which includes Department of

[29] https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making

[30] Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Recommended supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking.

[31] https://www.transportation.gov/federal-interagency-thriving-communities-network

Housing and Urban Development's Thriving Communities Technical Assistance[32] and the Environmental Justice Thriving Communities Technical Assistance Centers Program.[33] Applications that include right-of-way acquisition plans that minimally disrupts communities and maintains community cohesion will be more competitive than right-of-way acquisition plans that disrupt communities. For projects involving other Federal agencies, or requiring action from other Federal agencies, DOT will consider the level of involvement and commitment from those agencies. For example, relevant port projects should demonstrate alignment with U.S. Army Corps of Engineers investment strategies.

h. Innovation

Consistent with DOT's Innovation Principles to support workers, allow for experimentation and learn from failure, provide opportunities to collaborate, and be flexible and adapt as technology changes, DOT will assess the extent to which the applicant uses innovative strategies, including: (1) innovative technologies, (2) innovative project delivery, or (3) innovative financing. Applicants should provide enough detail to determine whether the innovations being deployed are new or innovative to the applicant or community. If an applicant is proposing to adopt innovative technology or other innovative practices, DOT will assess whether the applicant's capacity to implement those innovations, the applicant's understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline. If this project is the first time the applicant or community will

[32] https://www.hud.gov/program_offices/spm/gmomgmt/grantsinfo/fundingopps/fy22_tc
[33] https://www.epa.gov/environmentaljustice/environmental-justice-thriving-communities-technical-assistance-centers

deploy specific innovations, DOT will consider them innovative, regardless of whether other applicants or communities have incorporated these innovations into standard/routine practice.

If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, DOT will consider whether and how the applicant demonstrates that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, DOT will consider whether the vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, DOT will consider applications that do one of the following more competitive than applications that do not: either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

1. Innovative Technologies

DOT will consider how projects enhance the environment for connected, electric, and automated vehicles to improve the detection, mitigation, and documentation of safety risks. DOT will also assess the extent to which the project uses innovative technology that supports surface transportation to significantly enhance the operational performance of the transportation system. Please note that all innovative technology must be in compliance with 2 CFR § 200.216.[34]

[34] https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216

2. Innovative Project Delivery

DOT will consider the extent to which the project utilizes innovative practices in contracting (such as public-private partnerships and single contractor design-build arrangements), congestion management, asset management, or long-term operations and maintenance.

DOT also seeks projects that employ innovative approaches to improve the efficiency and effectiveness of the environmental permitting and review process to accelerate project delivery. DOT's objective is to achieve timely and consistent environmental review and permit decisions. Participation in innovative project delivery approaches will not remove any statutory requirements affecting project delivery.

3. Innovative Financing

DOT will assess the extent to which the project incorporates innovations in transportation funding and finance, for example through private sector funding or financing, using congestion pricing or other demand management strategies to address congestion, securing a TIFIA or RRIF loan, or receiving an allocation for private activity bonds through DOT's Build America Bureau.

ii. Demonstrated Project Readiness

Capital project applications that receive second-tier analysis[35] will be reviewed for Project Readiness and assigned three evaluation ratings: Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment. Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings: Technical Capacity Assessment and Financial Completeness Assessment. (Environmental Risk Assessment will not be performed for planning applications). Low ratings

[35] The process for determining which applications receive second-tier analysis is described in Section E.2 of this notice.

in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies. A project with mitigated risks or with a risk mitigation plan is more competitive than a comparable project with unaddressed risks.

(a) Environmental Risk

Environmental Risk Assessment analyzes the project's environmental approvals and likelihood of the necessary approval affecting project obligation as described in Section D of the NOFO, and results in a rating of "high risk," "moderate risk," or "low risk".

(b) Technical Capacity

The Technical Capacity Assessment will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements based on factors including, but not limited to, the recipient's experience working with Federal agencies, civil rights compliance, previous experience with DOT discretionary grant awards and/or the technical experience and resources dedicated to the project. This review is partially based on information submitted with the application and partially based on DOT Operating Administration knowledge of the applicant's performance. Technical Capacity ratings will be one of the following: "certain," "somewhat certain," or "uncertain." DOT will assign the highest rating of "certain," if the applications demonstrate that: the applicant has extensive experience with Federal funds; the applicant has extensive experience completing projects with similar scope; the applicant has the resources to deliver the project; the project has minimal or no incomplete ROW acquisition; and the project will comply with all applicable Federal requirements including but not limited to Buy America provisions, ADA regulations, Civil Rights requirements, Federal Motor Vehicle Safety Standards (FMVSS), and/or the Federal Motor Carrier Safety Regulations (FMCSR).

(c) Financial Completeness

The Financial Completeness Assessment reviews the availability of funding for the project and whether the applicant presented a complete funding package. Financial Completeness ratings are: "complete, "partially complete," or "incomplete." DOT will assign the highest rating of "complete," if the application identifies funding sources for the full project budget, indicates the funding level of commitment or availability, includes documented support such as letters of commitment, and indicates a plan to address potential cost overruns (by including an explicit contingency amount with a source, or otherwise). DOT will also consider whether the applicant indicated the level of design that the project is based on. Projects with funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates without specified budget contingencies may receive a lower rating. All applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns.

iii. Economic Analysis of Project Costs and Benefits

For capital projects that receive second-tier analysis, DOT will consider the costs and benefits of projects seeking RAISE grant funding in determining whether a project is cost effective. To the extent possible, DOT will rely on quantitative, evidenced-based and data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project's estimated benefit-cost ratio (BCR) based on the applicant-supplied BCA described in Section D.2.vi.

To evaluate the costs and benefits of a proposed project, DOT will assign the project as either negative net benefits (costs exceed benefits) or positive net benefits (benefits exceed costs.) Projects with negative net benefit ratings will not be selected for an award, unless the

project has unquantified benefits that demonstrate clear outcomes for underserved communities, as identified by the Senior Review Team.[36]

iv. Additional Considerations

The BIL requires DOT to consider geographical and modal diversity when selecting RAISE grant awards.

2. Review and Selection Process

This section explicitly addresses the BIL requirement to describe the methodology for evaluation in the NOFO. The RAISE grant program review and selection process consists of Merit Criteria Review; Project Readiness Review (consisting of Technical Capacity Assessment, Environmental Risk Assessment, Financial Completeness Assessment); Economic Analysis; and Senior Review. The Secretary makes final project selections.

Teams comprising Department and contractor staff review all eligible applications received by the deadline for a Merit Review and assign ratings as described in Section E.1.i. Using the rubric described in section E.1.i, the combination of eight merit criteria ratings will result in one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable.

The Senior Review Team (SRT) reviews all "Recommended" projects to determine if the benefits of a particular criterion are so significant that the project merits advancing for second-tier analysis. The SRT can advance a "Recommended" project only if

(1) the project received a "high" in one or more of the priority criteria of safety, environmental sustainability, mobility and community connectivity, or quality of life, and the benefits in that criterion are exceptional; or

[36] The Senior Review Team, and its role in the application evaluation and selection process, is described in section E.2 of this notice.

(2) if the SRT provides additional information to demonstrate that a criterion has benefits that are aligned with a "high" rating for one or more of the priority merit criteria listed above (whether or not the Merit Review Team assigned a "high" rating) and the benefits in that criterion would be exceptional.

Senior Operating Administration staff and OST staff may make recommendations to the SRT for which projects should advance based on exceptional benefits of a particular priority criterion.

"Highly Recommended" projects automatically advance for second-tier analysis. "Recommended" projects designated a "Reconnecting Extra" project under the FY 2022 Reconnecting Communities Program competition that receive at least one "High" in a priority criterion during the FY 2023 RAISE application evaluation process will automatically advance for second-tier analysis.

Second-tier analysis for capital projects consists of (1) an Economic Analysis; (2) an Environmental Risk Assessment; (3) a Financial Completeness Assessment and (4) Technical Capacity Assessment.

Second-tier analysis for planning projects consists of (1) a Financial Completeness Assessment and (2) a Technical Capacity Assessment.

Following completion of second-tier analysis, the SRT determines which projects are designated as Highly Rated. The Secretary selects projects from the Highly Rated List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity.

The BIL mandates that RAISE grant award selections be announced by June 28, 2023.

Consistent with past practice, the Department offers debriefs to applicants not selected for award to receive information about the RAISE project's evaluation. Due to overwhelming

demand, the Department is unable to provide a RAISE award to every competitive project that applies. The Department will identify "Projects of Merit" with the aim of encouraging sponsors with competitive projects that do not receive an FY 2023 RAISE award to consider applying in future rounds of funding. Projects for which a RAISE application is advanced by the Senior Review Team on the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." This designation provides the sponsors of these projects the opportunity to receive additional technical assistance that encourages sponsors with competitive projects to apply in the future.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. DOT must review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), the designated integrity and performance system accessible through SAM. An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. DOT will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notice

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects at www.transportation.gov/RAISEgrants. Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following

that announcement, the relevant operating administration will contact the point of contact listed in the SF-424 to initiate negotiation of the grant agreement for authorization.

Recipients of RAISE Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, RAISE funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.

Unless authorized by DOT in writing after DOT's announcement of FY 2023 RAISE awards, any costs that a recipient incurs before DOT executes a grant agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

2. Administrative and National Policy Requirements

i. Administrative Requirements

Please visit https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements for the General Terms and Conditions for FY 2022 RAISE awards. The FY 2023 RAISE Terms and Conditions will be similar to the FY 2022 RAISE Terms and Conditions, but it will include relevant updates consistent with this notice.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R part 200, as adopted by DOT at 2 C.F.R part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with RAISE Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal

law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive RAISE grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs. For projects that are eligible under RAISE but are not eligible under DOT's other programs or projects that are eligible under multiple DOT programs, the RAISE program will determine the appropriate requirements to ensure the project is delivered consistent with program and Department goals. In particular, Executive Order 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. RAISE grant projects involving vehicle acquisition must

involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 C.F.R generally apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a RAISE grant project administered by the FHWA, please see https://www.transportation.gov/grants/raise/raise-fy2022-fhwa-exhibits-october-18-2022.

For RAISE projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with RAISE grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, FRA requirements described in 49 U.S.C. Subtitle V, Part C apply.

ii. Program Requirements

(a) Climate Change and Environmental Justice Impact Consideration

Each applicant selected for RAISE grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section A. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds for construction, consistent

with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619). In the grant agreement, applicants will be required to certify that they have taken one or more of the activities in Section E (b) or will be required to propose a new activity to be completed prior to obligation of construction funds that addresses climate change and environmental justice.

(b) Racial Equity and Barriers to Opportunity

Each applicant selected for RAISE grant funding must demonstrate effort to improve racial equity and reduce barriers to opportunity as described in Section A. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds for construction, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009). In the grant agreement, applicants will be required to certify that they have taken one or more of the activities listed in Section E.1.i.c, or will be required to propose a new activity to be completed prior to obligation of construction funds that addresses racial equity and barriers to opportunity.

(c) Labor and Work

Each applicant selected for RAISE grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of strong labor standards as described in Section E. Projects that have not sufficiently considered job quality and labor rights, standards, and protections in their planning, as determined by the Department, will be required to do so, to the full extent possible under the law, before receiving funds for construction, consistent with Executive Order 14025, *Worker Organizing and Empowerment* (86 FR 22829), and Executive Order 14052,

Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). RAISE funds may not be used to support or oppose union organizing.

(d) Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats. Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department, will be required to do so before receiving funds for construction, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience and the National Security Presidential Improving Cybersecurity for Critical Infrastructure Control Systems. Information on cybersecurity performance goals can be found at https://www.cisa.gov/cpg. These performance goals provide a baseline set of cybersecurity practices broadly applicable across critical infrastructure with known risk-reduction value, a benchmark for critical infrastructure operators to measure and improve their cybersecurity maturity, and a combination of recommended practices for IT and OT owners, including a prioritized set of security practices. Additionally, funding recipients must comply with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

(e) Domestic Preference Requirements

As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with

law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements based on the Operating Administration that administers the project, including 23 U.S.C. 313 (FHWA projects); 49 U.S.C. 5323(j) (FTA projects); 49 U.S.C. 22905(a) (FRA projects); and section 70914(a) of the Build America, Buy America Act (all projects). The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

(f) Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI program plan, completed Community Participation Plan (alternatively called a Public Participation Plan), and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements. Recipients are encouraged to demonstrate that they have a plan in place that demonstrates action to create an inclusive workplace environment with a commitment to equal opportunity and freedom from harassment.[37]

[37] This could include provisions that prohibit unlawful discrimination against people with former justice involvement; efforts to prevent hostility and harassment based on race, color, religion, sex, sexual orientation, gender identity, national origin, and disability; training on anti-harassment and third-party reporting procedures, and robust anti-retaliation measures, covering employees and contractors.

(g) Federal Contract Compliance

As a condition of grant award and consistent with EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended), all Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally assisted projects over which OFCCP has jurisdiction and that have a project cost above $35 million. DOT will require project sponsors with costs above $35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award. Under that partnership, OFCCP will ask these project sponsors to make clear to prime contractors in the pre-bid phase that project sponsor's award terms will require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined

under “Scheduling” on the Department of Labor website: https://www.dol.gov/agencies/ofccp/faqs/construction-compliance.

3. Reporting

i. Progress Reporting on Grant Activities

Each applicant selected for RAISE grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the RAISE grant program.

ii. Performance Reporting

Each applicant selected for RAISE grant funding must collect and report to the DOT information on the project’s performance based on performance indicators DOT identifies related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, level of service, etc.) and other information as requested by DOT. Performance indicators should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the RAISE Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in Section E.1. Performance reporting continues for several years after project construction is completed, and DOT does not provide RAISE grant funding specifically for performance reporting.

iii. Program Evaluation

As a condition of grant award, RAISE grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or

outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR § 200)

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any

period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

G. Federal Awarding Agency Contacts

For further information concerning this notice please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov, or call Howard Hill at 202-366-0301. A TDD is available for individuals who are deaf or hard of hearing at 202-366-3993. In addition, DOT will post answers to questions and requests for clarifications on DOT's website at www.transportation.gov/RAISEgrants. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the RAISE grant selection and award process upon request.

H. Other information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the

applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it "Contains Confidential Business Information (CBI);" (2) mark each page that contains confidential information with "CBI;" (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information

Following the completion of the selection process and announcement of awards, DOT intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H.1., DOT may make application narratives publicly available or share application information within DOT or with other Federal agencies if DOT determines that sharing is relevant to the respective program's objectives.

Pete Buttigieg

Issued in Washington D.C. on January 3, 2023

01: Project Description

Athens-Clarke County Unified Government (ACC) requests $1,000,000 in FY 2023 RAISE Grant funds for its project, **Connect Athens**. Connect Athens is a planning process to identify short and long-term recommendations for two important surface transportation corridors in ACC – Hawthorne Ave and Oglethorpe Ave. These intersecting arterials are in a Persistent Poverty County and are overlayed by census tracts that include Areas of Persistent Poverty (tracts 9 & 18) and Historically Disadvantaged Communities (tracts 9 & 17).[1] To improve quality of life, the project seeks to improve safety and advance connectivity for disadvantaged communities that disproportionally faced legacy impacts of disinvestment by programming the following tasks:

- Task 1: Initiate Project and Coordinate Throughout
- Task 2: Involve the Community
- Task 3: Collect and Compile Data
- Task 4: Identify Existing Corridor Conditions
- Task 5: Conduct Road Safety Audit
- Task 6: Evaluate Future Conditions and Document Needs
- Task 7: Identify Safety Improvement Strategies and Programs
- Task 8: Identify Improvement Projects and Anticipated Safety Benefits of Each
- Task 9: Prepare Project Documentation

Building Connections for Disadvantaged Communities

Redesigning Hawthorne and Oglethorpe Avenues as Complete Streets will improve ACC's racial equity, livability, and economic health. The planning process will be rooted in public input, emphasizing the need to create safe facilities that maximize mobility for all users. Plans will provide safe options and create meaningful connections to housing, major employment centers, the University of Georgia and other institutions, public services, the surrounding transportation network, and recreational destinations.

The tasks identified above will provide ACC an opportunity to gain community input and insight, prioritize safety improvements, identify violent speeds, and increase multimodal activity.

Transportation Challenges and Solutions

Past widening of Hawthorne Ave prioritized throughput of vehicles, failing to consider safety, especially for the most vulnerable road users. This autocentric development pattern has created barriers to opportunity for people choosing to use multimodal transportation options. This project will help solve several transportation challenges by improving conditions along both corridors for all users. It will do so by enhancing multimodal transportation and promoting safety, comfort, and efficiency for users. The potential opportunities can be summarized below:

- Plan for human-scale corridors for pedestrians, bicyclists, transit riders, micromobility users, and people with disabilities.
- Identify opportunities for 'Complete Streets' principles such as protected bike lanes, pedestrian boulevards, and bus infrastructure to accommodate non-motorized users and transit-riders.
- Identify areas for reduced pedestrian crossing distances and creating raised intersections.

[1] Source: https://maps.dot.gov/BTS/GrantProjectLocationVerification/

- Identify linear parks to increase the tree canopy, improve stormwater drainage, and reduce greenhouse gas emissions.
- Promote human interaction and economic development by identifying active public spaces that attract new businesses.
- Enhance health outcomes and economic opportunity for historically disenfranchised neighborhoods consisting of minority residents by connecting them to essential goods and services including two elementary schools, a middle school, a high school, the only county library in Athens, three grocery stores, two hospitals, the YMCA, parks, and the University of Georgia (UGA) Health Sciences Campus.
- Take a major step towards healing past injustices and racial segregation by removing a physical barrier that represents the divide between some of ACC's minority neighborhoods and the rest of Athens.

Location & Map

Hawthorne Ave – North to South – and Oglethorpe Ave – East to West – are the main connections between multiple affordable housing communities and essential services. The 2-mile stretch of Hawthorne Ave between Prince Ave and Baxter St intersects five of the top ten most dangerous street segments in the county, and the 1.8-mile stretch of Oglethorpe Ave between Mitchell Bridge Rd and Prince Ave contains 2 of the top 50 most dangerous segments. The intersection of Hawthorne Ave and Oglethorpe Ave is particularly dangerous and due to land constraints, difficult to address. Between 2013 and 2021, there were over 2,000 crashes along these corridors. The most dangerous 0.3-mile street segment in Athens-Clarke County lies on Hawthorne Ave.



Figure 1: Location Map



Figure 2: Context Map

The parcels adjoining Hawthorne Ave have a future land use category of Community Center Mixed Use, the highest density designation outside of Downtown.

These corridors connect residential areas to essential services. Despite these important destinations, traveling along these corridors is risky. Using equivalent property damage, five of the top ten most dangerous street segments in the

county were shown to intersect Hawthorne Ave. The 1.8-mile stretch of Oglethorpe Ave between Mitchell Bridge Rd and Prince Ave contains 2 of the top 50 most dangerous segments - between 2013 and 2021, there were over 2,000 crashes along these corridors. The most dangerous 0.3-mile street segment in ACC (24th in Georgia) lies along this corridor. This segment alone is responsible for 651 crashes, one resulting in a fatality and five in severe injuries.

Table 1 | Corridor Information: Hawthorne Ave and Oglethorpe Ave

Urbanized Area	Athens-Clarke County is a Census-designated rural area with a population less than 200,000
GDOT State Functional Classifications	Minor Arterials
Connection to System	Freeways and Expressways – State Route 10 State Highway Routes – U.S. Route 78
National Highway System	No
Speed Limits	Hawthorne: 35 MPH; Oglethorpe: 35 MPH
No. of Lanes	Hawthorne: 4 to 2 lanes; Oglethorpe: 2 lanes
Primary Future Land Uses in Study Area	Community Center Mixed Use, Corridor Residential, & Traditional Neighborhood

Previous Investments & Plans

In 2001, a corridor study was conducted which resulted in: 3-lane reconfiguration between Old West Broad St and Oglethorpe Ave; the southbound right curb lane being designated as "Right Only" into Oglethorpe Ave as a transition into the 3-lane area; and from Oglethorpe Ave to Old Epps Bridge Rd, Hawthorne Ave was marked with one lane northbound, one lane southbound, a 2-way left turn lane and bicycle areas both northbound and southbound. A recommendation from the 2001 study that was not completed, was for Hawthorne Ave (from Oglethorpe Ave to Prince Ave) to be marked as a 3-lane section, with one lane northbound, one lane southbound, and a 2-way left turn lane. This striping modification would have made the entire Hawthorne Ave corridor a 3-lane roadway with bike areas. In January 2022, a study was conducted to determine the feasibility of completing the reconfiguration of this section. They found that the study segment was projected to continue operating normally for most of the day but was predicated to experience slight congestion during evening rush hour.

A community-driven vision for this area was adopted in the *2018 Comprehensive Plan for the Unified Government of Athens-Clarke County*. It envisioned the corridors as one of the places best suited to receive new growth in the area, including mixed-use development, high- and medium-density residences, neighborhood businesses, and the continued provision of government services.

ACC was recently awarded the USDOT Safe Streets and Roads for All Grant Program (SS4A). While this street grant will be used to develop a comprehensive safety action plan for all of ACC, funds from this

RAISE grant would be specific to planning the Hawthorne and Oglethorpe corridors and will be a separate, but concurrent planning effort that is shaped and informed by the SS4A Grant.

Community Description

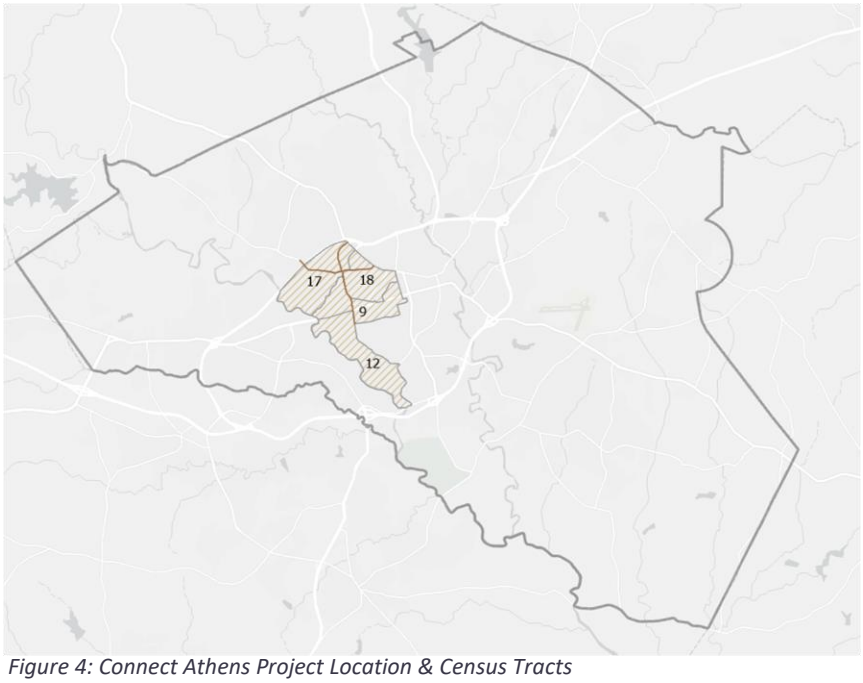


Figure 4: Connect Athens Project Location & Census Tracts

The four census tracts along the project corridor (Figure 4) vary widely in terms of racial distribution and socioeconomic status (Table 1). Of these census tracts, it is the most historically disadvantaged—Tract 9—that is most disconnected from goods and services. Tract 9 is classified by the Justice40 Initiative as Transportation Access Disadvantaged, and using the Environmental Justice Screening and Mapping Tool, this same area falls into high priority brackets for interventions.

Table 2 | Population Characteristics

	Census Tract 9	Census Tract 12	Census Tract 17	Census Tract 18	ACC	United States
Total Population	4,110	3,025	2,100	2,200	127,358	331,893,745
Below Poverty Level	52.94%	12.07%	12.20%	14.17%	27.5%	13.1%
Median Household Income	$16,856	$61,034	$48,000	$48,859	$36,889	$60,293
Identify as a Minority	76.84%	29.49%	46.90%	19.77%	45.3%	40.7%
Walk, Bike, or Take Transit to Work	23.31%	1.13%	6.18%	14.33%	10.4%	9.2%
Households with Zero Cars	15.9%	18.7%	4.1%	4.8%	4.5%	4.3%

Source: US Census American Community Survey (ACS) 2016-2020 five-year estimates; Vehicle availability is from ACS 2019.

Tract 9 is important in terms of equity because it is a Historically Disadvantaged Community. Habitat for Humanity, Athens Housing Authority, and Columbia Residential have all invested in affordable housing within the community, making Tract 9 home to over 200 permanently affordable units. Affordable units are restricted for households that are at 80% Area Median Income and below. Residents who must travel on or across Hawthorne Ave are disconnected from important goods and services unless they have access to a vehicle. Because Hawthorne & Oglethorpe Aves are so dangerous, residents have difficulty walking or biking to crucial services. Throughout all planning efforts, staff and an appointed

citizen advisory group will ensure that Tract 9 is prioritized as traffic calming and active transportation infrastructure improvements are considered.

Current Facilities

Both corridors have limited pedestrian facilities and there are a few areas where pedestrians would be forced to walk in the roadway. High vehicle speeds, limited sight distances, and limited buffers to protect pedestrians, as well as an incomplete sidewalk network contributed to the 21 pedestrian related crashes between 2013 and 2021. Improperly designated bicycle facilities – including advisory lanes, significant vehicular volumes, and high-speed traffic, create a stressful and dangerous environment for riding a bicycle. The stripped bicycle lanes that do exist do not meet industry standards and are inconsistent.[2] Although the entire corridor has a posted speed limit of 30-35 mph, a speed study from 2008 showed 85th percentile speeds in the 45-50 mph range.[3] Having dedicated pedestrian and bicycle facilities is imperative to the safety, well-being, and equity of low-income communities along this corridor. Other challenges that the corridors faces:

- **Transit:** While bus routes pass through these corridors, the trips are infrequent, with more than an hour wait between stops. Additionally, first- and last-mile connections are extremely difficult due to the lack of pedestrian and bicycle infrastructure. Finally, bus stops are inadequate, lacking basic dignity elements such as concrete pads, sidewalk connections, seating, proper lighting, and shelter from inclement weather.

- **Intersections:** From misaligned intersections to lanes starting and stopping, incomplete bike facilities, limited sight distances, and utilities close to the roadway, many of the intersections pose safety risks for all modes of transportation.

- **Bicycle:** Improperly designated bicycle facilities – including advisory lanes, significant vehicular volumes, and high-speed traffic, create a stressful and dangerous environment for riding a bicycle on Hawthorne Ave. Additionally, bicycle lanes start and stop without warning. The bicycle lanes that do exist are sub-standard 2- to 4-foot-wide bike lanes that force cyclists to ride within the gutter and provide no physical separation from vehicle travel lanes. This is especially concerning, as the most affected census tracts along this corridor have over twice as many households without access to a vehicle compared to Athens-Clarke County as a whole.

- **Stormwater Drainage and Treatment:** The roadway drainage system is outdated and may have reached the end of its useful life. The curb and gutter have disappeared for most of the corridor as a compromise to provide wider shoulder and sub-standard bike way (2- to 4-foot-wide bike lanes). Roadway drainage does not meet current gutter flow maximums and poses a danger to the traveling public.

[2] The recommended width of a bike lane is 1.5m (5 feet) from the face of a curb or guardrail to the bike lane stripe.
[3] Higher vehicle speeds increase both the likelihood of a pedestrian being struck by a car and the injury severity.

Connect Athens Budget Narrative

While planning grant applications are not required to submit a Benefit-Cost Analysis (BCA)[1], ACC Transportation and Public Works would like to identify and prioritize several projects within the Hawthorne & Oglethorpe corridors with an emphasis on safety and multimodal transportation alternatives. We understand the importance of moving vehicles but also the need to accommodate Transit and active modes of transportation (walking and bicycling) while providing critical access to the University of Georgia, public schools, medical districts, retail shops, and restaurants. To complete this work, ACC will compile a comprehensive team of key professionals with specific expertise, including those with public engagement experience, transportation design expertise (especially for bicycle and pedestrian planning), and traffic expertise. Our coordinated team approach to planning a solution for these two corridors includes nine primary tasks. Additionally, the two corridors bisect three census tracts – 9, 17, and 18. Census Tract 9 includes both Persistent Poverty and Historically Disadvantaged Communities, while Census Tract 17 overlays a Historically Disadvantaged Community and Census Tract 18 intersects with a Persistent Poverty community. Therefore, the budget separates the costs between the various census tracts based on a percentage of linear miles that the respective roadway occupies within the respective census tract.

Table 1 | Budget Summary

Project Cost – RAISE GRANT FUNDS	Budget
Task 1: Initiate Project and Coordinate Throughout	$40,000
Task 2: Involve the Community (Continuous and Ongoing)	$170,000
Task 3: Collect and Compile Data	$40,000
Task 4: Identify Existing Corridor Conditions	$90,000
Task 5: Conduct Road Safety Audit	$80,000
Task 6: Evaluate Future Conditions and Document Needs	$140,000
Task 7: Identify Safety Improvement Strategies and Programs	$70,000
Task 8: Identify Improvement Projects and Anticipated Benefits	$310,000
Task 9: Prepare Project Documentation	$60,000
Total	**$1,000,000.00**
Census Tract 17 - 1.7 miles – 45%	**$447,368.42**
Census Tract 18 - 1.3 miles – 34%	**$342,105.26**
Census Tract 9 - 0.8 mile – 21%	**$210,526.32**

Please note: The study area is located within an area of persistent poverty, as defined by US Census Data and Justice 40 data and the ACC requests RAISE Grant funding for 100% of the project cost. The table above shows the amount of the Grant Application and then shows the amount that is associated with each three census tracts located in the area based on the length of the project within each area. A further breakdown of the tasks and subtasks is provided below.

Task 1: Initiate Project and Coordinate Throughout

The project will be initiated with the consultant and ACC through preparation of a Project Management plan and discussion of the plan and project schedule and scope of work in a project Kickoff Meeting.

[1] Source: https://www.transportation.gov/RAISEgrants/raise-application-faqs

The consultant along with ACC will identify members to be included on the Project Management Team (PMT), which will include at a minimum: ACC representatives, Georgia Department of Transportation, ACC Transit, and MACORTS. ACC will then reach out to PMT members and request their involvement in the study. The consultant and ACC will hold monthly meetings to include the PMT. The consultant will also provide a briefing of City-County officials at two points during the planning process.

Task 2: Involve the Community (Continuous and Ongoing)

Public and stakeholder involvement is key to understanding community needs and developing a plan that will have the best opportunity for success. The project team will need to understand travel patterns and unmet needs for the people using the Hawthorne and Oglethorpe Corridors. As safety information is reviewed and discussed with the community, mobility challenges that lead to reduced safety will be identified and further examined. The consultant will coordinate regularly with agency stakeholder through the PMT, and will set additional meetings with other agencies, as needed. In addition, outreach with community stakeholders and the public will be performed at three times during the planning process. The first time will be at early in the process to discuss needs for improvement along the corridor. The second set of meetings will occur at the midpoint of the process to discuss findings and potential solutions/opportunities for change. The third set of meetings will occur near the end of the planning process to discuss the plan recommendations.

To ensure equity and inclusion, planning efforts will be spearheaded by a community advisory group of key stakeholders and trusted organizations, including Athens Land Trust, Athens Housing Authority, Envision Athens, and the Athens Wellbeing Project. The community advisory group will engage hard to-access community members through culturally appropriate and innovative practices, including: surveys, interviews, focus groups, reimbursing local organizations and community members for their time and knowledge, childcare at public meetings, virtual and in-person platforms, and multi-language translation and outreach. Community organizations and members of the advisory group will be reimbursed for their time.

In addition to physical meetings with stakeholders and the public, the consultant will provide materials for posting on-line by ACC. They will also provide a means for interactive public comment on-line throughout the planning process.

Task 3: Data Collection and Compilation

Compilation of Mapping and Previous Studies: The consultant will compile and review existing studies along the corridor including the planned ACC Road Safety Audit. They will coordinate with the ACC GIS department to obtain the most current GIS data and aerial photography to compile a project basemap. The basemap drawing will consist of initial CAD linework and aerial photography to show road limits, lane widths, sidewalks, right-of-way lines, driveways, traffic signals, major structures, and encumbrances which will be utilized for Concept and Schematic Designs. Additionally, the consultant will obtain crash data from the Georgia Electronic-Accident Reporting System (GEARS) database and Athens-Clarke County.

Performance Indicator Data Collection: The planning process will include resources for data collection to establish a baseline of existing conditions and populations in the project area. This includes baseline data for 1) mobility, 2) access, 3) safety, 4) environmental impacts, 5) congestion, 6) economic development, 7) quality of life, and 8) community engagement. Performance indicators will be

established early in the planning process and may include new or improved physical pathways and crossings; new transportation options and services; employment opportunities for residents; partnerships formed; reduction of fatalities and serious injuries in the project area; location-efficient affordable housing units preserved and created; changes in land value; and monetary commitments for reinvestment in the project area.

Data collection will include previous studies, existing traffic volumes, crash history (five years), future traffic volumes (Year 2050) based on historic growth patterns and MACORTS Regional Travel Demand Model growth.

- Roadway features data including number of lanes, turning lanes, sidewalks, bicycle facilities, driveways, pedestrian crossings.
- GIS data for some roadway features and aerial photography will be provided by Athens-Clarke County.
- Bus Routes and stop locations, including a review of amenities and accessibility at each stop.
- Collect pedestrian crossing data, including AM and PM peak period turning movement counts including pedestrian and bicycle activity for signalized intersections and pedestrian crossing activity for crossings between existing signalized crosswalks.
- Perform pedestrian facilities inventory including location and condition of sidewalks, ADA ramps, and locations where ramps are needed, but are missing. Also, ADA ramp slopes and termination with streets will be measured to determine if they conform to ADA standards.
- Planned improvement projects along the corridor.
- Location and general sufficiency of lighting for pedestrians.

Task 4: Identify Existing Corridor Conditions

Existing conditions will be examined and analyzed along the Hawthorne and Oglethorpe corridors to identify needs for improvement to safety, accessibility, and mobility. The data collected in Task 3 will be examined and analyzed to identify corridor conditions and compare them to performance criteria to determine current areas of need. The following are some items that will be examined:

- Traffic volumes and intersection level of service.
- Traffic signal, driveway, and crosswalk spacing and comparison to GDOT access management standards.
- Bus Routes and stop locations.
- Driveway locations and distance from each other and side streets
- Identify walking distance and times from residential areas to key community facilities and land uses such as healthcare facilities, grocery stores, and parks.

The existing conditions review will identify improvement needed to provide a state of good repair.

Traffic Engineering

Following data collection, consultants will initiate a traffic engineering study which will address current traffic patterns and the capacity of the existing network to maintain mobility needs for freight and people, for the entirety of the corridors with emphasis on signalized and significant unsignalized intersections and frequent pedestrian crossing locations. The Consultant will visit the proposed study network and observe traffic in the vicinity of the site. They will note the posted speed limit and general roadway geometry in the vicinity of the study network. They will also research historical traffic count information in the vicinity of the site. The historical traffic count data will be used to determine historical trends in traffic.

The corridor studies will evaluate traffic and safety conditions at the seven signalized intersections and eight un-signalized intersections along Hawthorne Ave, as well as the section of Alps Rd in front of Alps Road Elementary School and Clarke Middle School, St. Mary's Hospital, and the YMCA including the Baxter St and River Hill Dr intersections. The traffic study will also assess the ingress and egress of St. Mary's Hospital. The study will also examine the four signalized and nine unsignalized intersections along Oglethorpe Ave, including the interchange with Athens Perimeter Hwy (SR 10), Hawthorne Ave and Prince Ave. The study will also examine the ingress and egress from Oglethorpe Ave Elementary School.

Environmental Screening
The consultant will perform a screening of the corridors to identify potential environmental features and concerns for consideration in later phases of project development. The screening will include an examination of data and information available via GIS and agency websites, as well as a windshield survey of the study area. Items to be included in the screening include: wetlands, waters of the us, potential historic structures, known underground storage tanks, cemeteries, and endangered species habitats. This data will be obtained from known databases to provide an initial look at potential environmental considerations and provides an initial benchmark for implementation of environmental sustainability.

Task 5: Conduct Road Safety Audit

The consulting team will lead a road safety audit to examine each of the roadway corridors. The safety audit will begin with a review of crash data, with a focus on crash patterns, high crash locations, and detailed examination of pedestrian and bicycle related crashes, including location, travel patterns, and potential contributing factors to be considered. The initial data will be compiled and presented to the field review team. The Field Review team should include Safety professionals, public safety, Transportation engineers, Transportation Planners, Public Health, community members, representatives from Athens-Clarke County and Georgia Department of Transportation. The Field Review Team will conduct a walk audit of each corridor and will document potential safety hazards in conjunction with FHWA road safety audit guidelines. The results of the road safety audit will be a report with identified actions and potential improvement projects to enhance safety and improve quality of life for all road users along the corridors along with expected improvements.

Task 6: Evaluate Future Conditions and Document Needs

Future conditions will be evaluated for year 2035 and 2050 based on population forecasts, future land use map and comprehensive plan, and the MACORTS Travel Demand Model. The future conditions forecast will identify the changes in demographics and density along the corridor. This will be used along with other travel data to prepare a map showing the propensity for walking and bicycling along the corridor for current conditions, with more favorable pedestrian and bicycle infrastructure, as well as for future conditions with increased density. This future traffic and pedestrian/bicycle data will be used to determine intersection and roadway level of service and anticipate the number of future crashes possible along the corridor. This future crash estimation will be based on crash modification factors provided in the Highway Safety Manual, by FHWA. The need for improvements will be based on performance measures that are identified and defined in coordination with PMT and will include specific measure to address safety, environmental sustainability, quality of life, and equity considerations.

The needs for each travel mode will be identified and documented along with the existing conditions results in a Needs Assessment Report. This report will also include information from the road safety audit and will reference the documents.

Task 7: Identify Safety Improvement Strategies and Programs

The Consultant will identify safety improvement strategies and programs to address needs along the Hawthorne and Oglethorpe corridors. This will include a variety of programs from Federal, State, and local sources. The improvements will address needs such as those indicated below.

- Pedestrian Safety (for travel along and crossing major roads) through sources
- Safe Routes to School
- Safe Routes to Parks, grocery stores, and community facilities
- Safe and Accessible Routes to Transit
- Driver/roadway safety programs and statewide safety funding

Task 8: Identify Improvement Projects and Anticipated Safety Benefits

The consulting team will identify potential improvement project recommendations to address pedestrian, bicycle, and vehicular traffic movements. The recommendations will be developed to respond to the identified needs and to provide the optimum improvement to address the needs while maintaining focus on connecting the community and enhancing safety for all road users. Particular attention will be paid to providing for transportation access, safe multimodal circulation, and connecting members of the underserved community to jobs and community amenities. Project improvements can include:

- Pedestrian Facilities and Crossings
- Roadway/intersection capacity Improvements
- Intersection operational/safety improvements
- Lighting improvements
- Access management

Improvement concepts will be reflected in concept schematic drawings, showing the horizontal layout of the recommendations on a basemap comprised of aerial photography and GIS roadway and parcel data provided by ACC. The concept drawings will show the approximate footprint of the projects, including potential additional right-of-way needs. However, they will not include right-of-way plans or specific limits. In addition to the concept drawings, the consulting team will prepare renderings of select improvements along the corridor to illustrate their value to the community and multimodal nature of the improvement recommendations. Three renderings are anticipated for each of the two roadway corridors.

Projects identified in the plan will have planning level cost estimates prepared based on typical cost data provided by ACC and/or the consultant. The projects identified in this plan will be prioritized based on the needs and anticipated benefits.

Task 9: Prepare Project Documentation

The consultant will prepare project documentation to include the Roadway Safety Audit Report identified in Task 3 and the Existing Conditions and Needs Assessment Report indicated in Task 5, in addition to the following:

- Final Summary Report and Technical Documents (Single report that has separate sections highlighting each corridor with separate technical appendix)
- Renderings of key corridor sections/recommended features (3 per corridor)
- Plan view showing corridor improvement concepts on aerial photos and GIS basemapping.
- Hard copy report (12 copies) along with electronic files at full resolution and reduced size for online posting.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2011 Project 27, Areawide Stormwater Improvements Program - Athena Drive Emergency Culvert Rehabilitation Change Order to Contract

DATE: March 1, 2023

BUDGET INFORMATION:

REVENUES:		$4,140,000	SPLOST 2011 Project 27 (All Tiers)
		$1,575,961	Stormwater Enterprise Funds
		$5,715,961	Total Revenues
EXPENSES:			
	CAPITAL:	$4,239,656	Encumbered or Expensed
		$ 774,213	Charlie Bolton Emergency Culvert Replacement
		$ 490,000	Seagraves Drive Pipe Replacement
		$ 200,000	Voyles Road Emergency Culvert Replacement in-house
		$ 12,092	Available for Future Projects & Contingencies
		$ 98,072	Total Available for Pipe Lining Services Change Order to Existing Contract on Athena Drive Culvert

FUNDING SOURCE: SPLOST 2011 Project 27 – Areawide Stormwater Improvements Program
Stormwater Utility Enterprise Funds

COMMISSION ACTION REQUESTED ON: March 7, 2023 – Under Suspension of Rules

PURPOSE:

To request that Mayor and Commission:

a. Approve Preliminary Plans for Athena Drive Emergency Culvert Rehabilitation Project (**Attachment #1**);
b. Ratify a Change Order to the existing total Unit Price Construction Services Contract in the amount of $98,072 to Vortex Services, LLC, a pipe lining system contractor and member of Houston-Galveston Area Council (HGAC), a Cooperative Purchasing Program, to perform rehabilitation on Athena Drive Culvert over East Fort Trail Creek; and
c. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On February 6, 2018, the Mayor and Commission (M&C) adopted the Live Stream Pipe Replacement Program Priorities and approved 26 project concepts to move into preliminary

design phase, supported by the Stormwater Utility funds including Athena Drive Culvert over East Fork Trail Creek (Priority #22).

2. Between February 2018 and July 2022, 27 major Stormwater systems failed and were subsequently replaced using a combination of Transportation & Public Works (T&PW) staff and equipment and contractors, as shown in Facts and Issues No. 9.

3. On August 4, 2020, M&C adopted a Budget Ordinance Amendment, reallocating a total of $6,349,000 from the excess SPLOST 2011 proceeds, and approved project concepts for the reallocated revenues, including $2,000,000 for Live Stream Pipe Replacements.

4. On September 1, 2020, M&C voted to adopt the 2020 Live Stream Pipe Replacement Priorities List and approve 55 project concepts including Athena Drive Culvert over East Fork Trail Creek (Priority #32).

5. On September 1, 2020, Mayor Girtz assigned to the Government Operations Committee the task of reviewing the processes and standards for Stormwater Management Public and Private Agreements, also known as Drainage Improvement Agreements.

6. On November 18, 2020, ACCGov Manager Blaine Williams presented stormwater process recommendations to the Government Operations Committee (GOC) to propose a Stormwater Citizen Advisory Committee-driven process.

7. On February 16, 2022, Mayor Kelly Girtz announced the formation of the Stormwater Citizen Advisory Committee.

8. On October 4, 2022, M&C:
   a. Adopted the updated Live Stream Pipe Replacement Program Priorities as shown in **Attachment #2**,
   b. Approved 45 project concepts as part of the Live Stream Pipe Replacement Program, authorized staff to begin preliminary construction plans on all 45 projects including Athena Drive Culvert (priority #25),
   c. Approve preliminary plans for six of the Live Stream Pipe Replacement Projects shown in **Attachment #3**; and
   d. Approved a Total Unit Price Construction Services Contract in the amount of $1,932,833 to Vortex Services, LLC, a pipe lining system contractor and member of Houston-Galveston Area Council (HGAC), a Cooperative Purchasing Program, to perform rehabilitation on six of the Live Stream Pipe Replacement Projects (including Extra Work Contingency Allowance in the amount of $170,000).

9. On November 1, 2022, T&PW staff issued a Notice to Proceed to Vortex Services LLC Contractor to begin rehabilitation work on approved project scope (History 8. c.)

10. On January 4, 2023, in the morning hours, over two inches of rain fell in the vicinity of Athena Drive Culvert causing flash flooding that reached the roadway level and caused substantial damage to the metal pipe and backfill area. This rain event caused roadway and culvert failures on Charlie Bolton Road, Olympic Drive, and Voyles Road, all located within the vicinity of Athena Drive. The Public Information Office published road-closure notification for impacted roadways and later updated these webpages to include indefinite roadway closures due to failed stormwater culverts.

11. On January 9, 2023, T&PW Engineering Division and Streets & Drainage staff identified multiple locations, including Athena Drive Culvert, which had been heavily impacted by the January 4, 2023, rain storm and began immediate roadway and shoulder stabilization.

12. On January 12, 2023, ACCGov Manager Williams authorized staff to move forward with the Athena Emergency Change Order to the existing Total Unit Price Contract with Vortex Services.

13. On January 31, 2023, Vortex Services provided a cost estimate for Athena Drive Emergency Rehabilitation Project in the amount of $173,825 with additional $17,382.50 for project contingency (totalling $191,207.50).

14. On February 7, 2023, T&PW staff executed a change order to existing contract with Vortex Services, utilizing existing contingency contract funds in the amount of $93,135.87, in addition to $98,071.63 from available program funding (totalling $191,207.50 as shown on **Attachment #4**).

15. On February 20, 2023, ACCGov Manager Williams provided an update to M&C on the three roadway/ culvert closures and advised of a fourth location, Athena Drive, to be an emergency condition threatening the potable water network supply in the area, warranting immediate rehabilitation and repair.

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2011 Project 27 reads as follows:

   Project # 27, Areawide Stormwater Improvement Program*, will provide the repair and upgrade of stormwater drainage system capacity deficiencies to include improvements to culverts, channels, detention systems and other related facilities, and to construct best management practice water quality features such as porous pavement applications, stormceptors, and rain gardens in such locations as identified in watershed management plans. This will continue an ongoing SPLOST 2005 project.*

2. The impacted Athena Drive culvert is over East Fork Trail Creek, and is a 120-inch diameter Corrugated Metal Plate Pipe (CMPP) system that was built approximately 50 - 60 years ago. While the road and culvert system distress has been noted by staff since 2016, T&PW continued to attend to the location in efforts to extend service life while funds have been

directed to address rising maintenance and emergency repair demands for aging stormwater drainage collection systems, including Live Stream Pipe Replacement Projects (Facts & Issues #9).

3. The latest condition assessment on Athena Drive culvert was completed on July 6, 2022, and it showed stable conditions with no immediate repair needs, as shown on **Attachment #5**.

4. Initially on Wednesday, January 4, 2023, sections of Olympic Drive and Charlie Bolton Road collapsed due to heavy rain and failing stormwater pipes and culverts underneath the pavement. The section of Voyles Road subsequently failed on Saturday, January 7, 2023. The roadway and drainage structures were all damaged as a result of the heavy rains and flooding that started on the evening of Tuesday, January 3, 2023.

5. The already wet conditions, followed by heavy rain within a short period of time on January 4, 2023, (History #10) caused a flash flood in the area thus causing the nearby Olympic Drive culvert and roadway to fail. Roadway, shoulder, and major soil loss forced ACCGov's Public Utilities Department to shut down the 16-inch water main on Olympic Drive while depending on other water main network feeds to sustain existing demands in the area including a 12-inch water main on Athena Drive.

6. Since January 4, 2023, T&PW staff, working with the ACC Police Department, continued to provide and maintain roadway closure signage and detour signs on multiple closed roadways in the vicinity of Charlie Bolton Road, including Olympic Drive and Voyles Road.

7. Voyles Road culvert replacement is underway with in-house T&PW staff and it is expected to reopen early March 2023 with a cost estimated at $208,640.

8. During T&PW's coordination with existing utility owners on Athena Drive culvert, ACCGov Public Utilities Department Administration staff vigorously expressed concerns for retention of the existing 16-inch water main on Athena Drive while the nearby Olympic Drive Culvert failure has caused the loss of its 16-inch water main. The 12-inch water main located on Athena Drive is now the only water main feeding local fiberglass manufacturer Certain Teed's steam facilities as well as many residents and commercial businesses in the area. Loss of both 12-inch and 16-inch water mains would have health, safety and economic impacts to industries and residents in the area.

9. Since February 6, 2018, 27 major culvert and pipe replacement projects have been completed or are currently under construction, funded mainly by the Stormwater Utility Enterprise Fund:

No.	Projects	Constructed By	Project Cost	Status

1	Barber Street Culvert	Contractor	$1,050,000	Complete (FY19)
2	Camelot Drive Culvert & Pipe System	In-house	$52,000	Complete (FY19)
3	Canady Drive Culvert	Contractor	$46,000	Complete (FY19)
4	Riverview Drive Culvert	Contractor	$370,000	Complete (FY19)
5	Voyles Drive Culvert	In-house	$4,500	Complete (FY19)
6	Weatherly Wood Drive	In-house	$203,000	Complete (FY19)
7	W Broad St. Culvert & Pipe System	In-house	$313,000	Complete (FY20)
8	Athena Drive Culvert	Contractor	$740,000	Complete (FY20)
9	Carriage Lane Culvert	Contractor	$1,150,000	Complete (FY20)
10	Hemlock Road	In-house	$100,000	Complete (FY20)
11	Hemlock Way (200)	In-house	$100,000	Complete (FY21)
12	W Broad St. Pipe System	Contractor	$31,000	Complete (FY21)
13	Beaver Ridge Drive	In-house	$55,000	Complete (FY21)
14	Nowhere Rd (286)	In-house	$35,000	Complete (FY21)
15	Doe Run	In-house	$30,000	Complete (FY22)
16	Crystal Creek Dr (185)	In-house	$19,000	Complete (FY22)
17	Lombardy Dr (282)	In-house	$21,000	Complete (FY22)
18	Jones Rd (111)	In-house	$14,000	Complete (FY22)
19	Millstone Cir (270)	In-house	$17,000	Complete (FY22)
20	Walton Creek Rd (205)	In-house	$14,000	Complete (FY22)
21	Winterville Rd (1958)	In-house	$17,400	Complete (FY22)
22	Hickory Dr (6085)	In-house	$9,200	Complete (FY22)
23	Hunter's Crossing Rd (159)	In-house	$17,500	Complete (FY22)
24*	Charlie Bolton Rd (1143)	In-house	$12,000	Complete (FY22)
25	Camelot Lane (150)	In-house	$24,000	Complete (FY22)
26	Millstone Cir (345)	In-house	$37,200	Complete (FY23)
27	Charlie Bolton Rd (1450)	In-house	$19,100	Complete (FY23)
28	Voyles Road (110)	In-house	$208,640	In Progress
		Total	4,709,540	

*Indicates major repairs to existing culvert made - culvert system continues to be on Priority List

10. T&PW staff has been utilizing in-house rehabilitation practices as part of on-going maintenance, including bank stabilization with riprap, headwall construction, and invert grouting. Such activities have been greatly effective in prolonging service life for maintained culverts.

11. T&PW staff and Vortex Services worked together and identified six locations to be included in the rehabilitation contract work that meet qualifying criteria, including:
    - Culvert systems high full replacement cost
    - Site constraint limiting traditional open-cut replacement option
    - Culvert systems with minor deflection, deterioration, and soil loss
    - Culvert systems already accommodating for aquatic organism passage

- Culvert systems with adequate hydraulic capacity

12. Rehabilitation contract performed by Vortex Services (History #8, d) is under way and is approximate 15% complete. The work includes relining of corrugated metal pipe on six eligible Live Stream Pipe Projects to increase life expectancy and reduce the need for said projects to be on the Live Stream Pipe Replacement Program for the foreseeable future (see **Attachment #4** for the complete list of approved rehabilitation projects).

13. Should one of the Live Stream Pipe Replacement projects become an imminent threat, T&PW will immediately address the infrastructure as necessary.

14. The current total estimated cost of all 39 identified projects is approximately $20 million. Performing Athena Drive Emergency Culvert Rehabilitation project will reduce the estimated cost of the LSPR program by almost $1 million and will reduce the project list to 38 projects with estimated cost of approximately $19 million.

15. Per Chapter 1-7 of the Athens-Clarke County Code, the Manager has authorized the Athena Drive Emergency Culvert Rehabilitation Change Order to Vortex Services Contract under the following authority:

    "The manager shall be authorized to waive any or all bidding requirements for the purchase of necessary goods or services whenever an emergency condition exists which presents a threat to the safety, health and welfare of the citizens of Athens-Clarke County and whenever such requirements would cause undue delay in the delivery of essential services under such conditions." (Sec. 1-7-23)

16. Per the Official Code of Georgia Annotated (O.C.G.A.), emergency purchases must be ratified by Mayor & Commission:

    "The requirements of this chapter shall not apply to public works construction projects necessitated by an emergency; provided, however, that the nature of the emergency shall be described in the minutes of the governing authority. Any contract let by a county pursuant to this subsection shall be ratified, as soon as practicable, on the minutes of the governing authority, and the nature of the emergency shall be described therein." (O.C.G.A. § 36-91-22).

17. If M&C ratify the Change Order award of the Vortex Services Rehabilitation Contract, the contractor will continue construction with Athena Drive Culvert Rehabilitation by March 30, 2023 and no later than August 4, 2023 for the remaining six already approved rehabilitation projects.

18. These recommendations support the following ACCGov Strategic Plan Goals & Strategies:
    - Safely Move Around Athens
    - Built and Natural Infrastructure, Strategy C: *Adequate funding for maintenance of existing and newly constructed infrastructure.*

OPTIONS:

1. Mayor and Commission:
   a. Approve Preliminary Plans for Athena Drive Emergency Culvert Rehabilitation Project (**Attachment #1**);
   b. Ratify a Change Order to the exiting Total Unit Price Construction Services Contract in the amount of $98,072 to Vortex Services, LLC, a pipe lining system contractor and member of Houston-Galveston Area Council (HGAC); a Cooperative Purchasing Program, to perform rehabilitation on Athena Drive Culvert over East Fort Trail Creek; and
   c. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve the Preliminary Plans for Athena Drive Emergency Culvert Rehabilitation, and subsequently, do not ratify Change Order to Vortex Services Contract.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1a, b, and c

DEPARTMENT: Transportation & Public Works
Prepared by: Rani Katreeb, P.E., Assistant Director



Stephen Bailey
Director

March 2, 2023
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



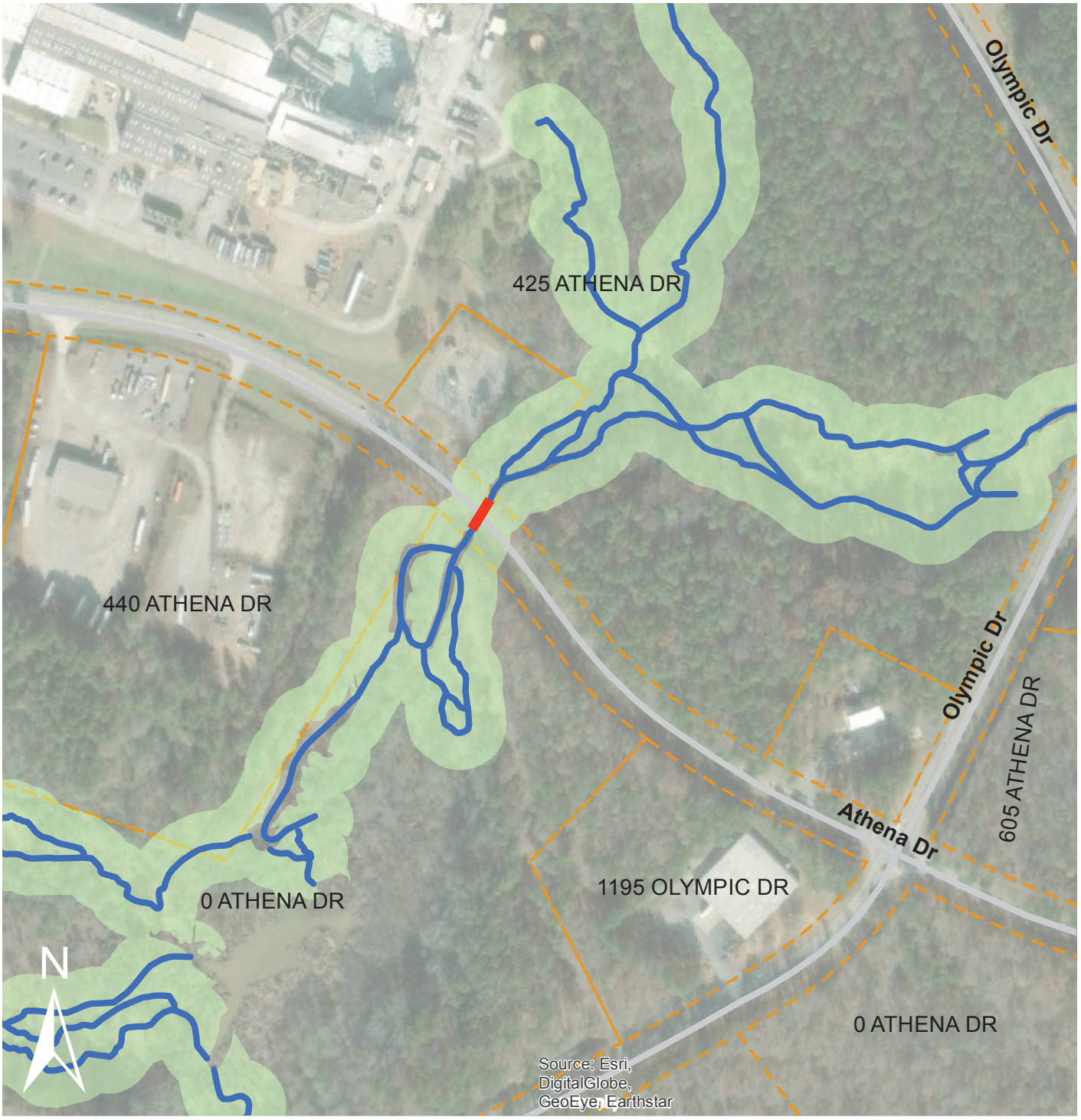
Manager

March 2, 2023
Date:

ATTACHMENTS:

Attachment #1: Athena Drive Rehabilitation Preliminary Plans
Attachment #2: 2022 Live Stream Pipe Replacement Program Priorities
Attachment #3: LSPR Rehabilitation Project List
Attachment #4: Change Order to Contract – Athena Drive Rehabilitation

Attachment #5: Athena Drive Inspection Report, 7-06-2022



TRANSPORTATION & PUBLIC WORKS ATHENS, GA

0 100

Feet

NOTICE:
The Department of Transportation and Public Works does not warrant the accuracy of this information. Information shown should be field verified.

Map Legend

- Road
- Stream
- Parcels
- 75' Buffer
- Culvert

Athena Dr @ Trail Creek

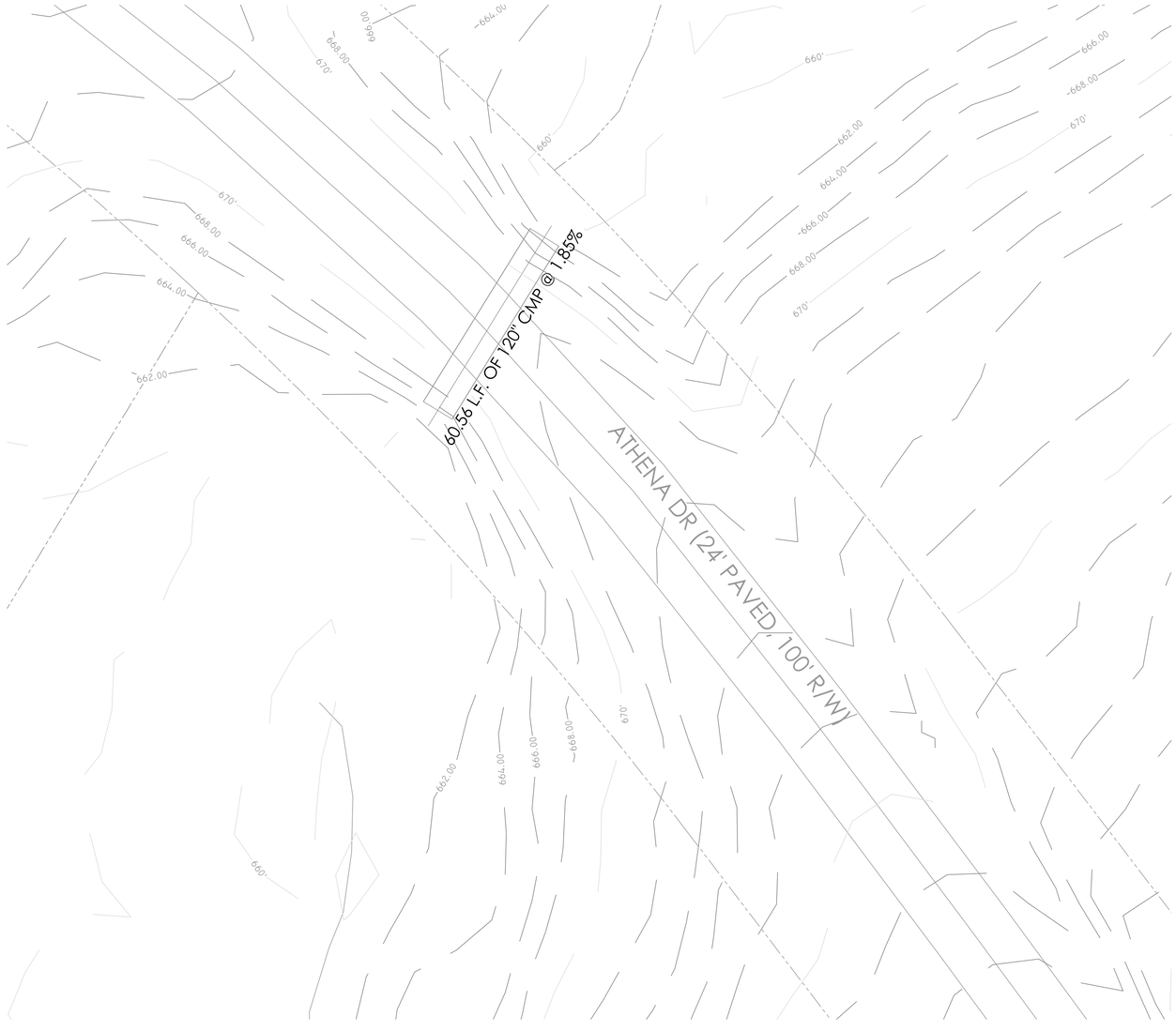
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2020 Inspection Score: 3.2 Critical

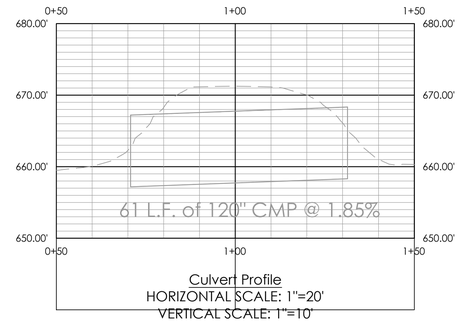
Date: June 27, 2022
Original Date: December 4, 2017
Prepared by :
The Unified Government of Athens-Clarke County
Department of Transportation & Public Works
Engineering and Design Services

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA		1	----

THIS IS NOT A PROPERTY SURVEY.PROPERTY LINES AND OWNERSHIPS SHOWN ON THIS DRAWING ARE BASED ON RESEARCH OF AVAILABLE TAX MAPS AND OTHER RECORDS. FIELD VERIFICATION WAS PERFORMED WHERE PINS MARKING PROPERTY LINES COULD READILY BE FOUND OR WHERE OCCUPATION LINES ARE EVIDENT.

Mainline Plan





Culvert Profile
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

HORIZONTAL SCALE: 1" : 20'
VERTICAL SCALE: 1" : 10'

20' 0' 20' 40'

REVISIONS:

NO.	BY	DATE	DESCRIPTION
1	----	----	----
2	----	----	----
3	----	----	----
4	----	----	----
5	----	----	----
6	----	----	----
7	----	----	----

SURVEYED BY: ----
DESIGNED BY: ----
DRAWN BY: ----
CHECKED BY: ----
APPROVED BY: ----

The Unified Government of Athens-Clarke County
Department of Transportation and Public Works
Engineering Division

120 West Dougherty Street
Athens, Georgia 30603

Phone 706.613.3440
Fax 706.613.3444

PROJECT:

Athena Dr Culvert Rehabilitation
Preliminary Plan

DATE: 2/27/2023

SHEET:

MAINLINE
ROADWAY PLAN

SHEET NO: 13-001

Live Stream Culvert System Evaluation and Replacement Report

(Collectors, Arterials, and Local Roads with Dead Ends) (Rev. August 31, 2022)

LSPR NO (2022)	LSPR NO (2020/Old)	Eval. Score	F: Failed C: Critical P: Poor	Street Name/Address	Adjacent feature/road/stream	Conceptual Cost Estimate	Project Status	Class	Ex Size	Proposed pipe, material, size, and length
1	14	5.00	F	Seagraves Dr (191)	Dead End	$ 400,000	preliminary	Local	60"	6 ft X 6 ft Box
2	1	4.80	F	Voyles Rd (1270)	Trail Creek	$ 506,250	conceptual	Collector	48" & 42"	TBD
3	10	4.80	F	Woodhaven Dr.	Hillsborough Dr.	$ 165,000	conceptual	Local	48"	TBD
4	2	4.60	F	Lavender Rd	Roberts Rd.	$ 650,000	preliminary	Collector	60"	(2) 8 ft X 6 ft Box
5	3	4.40	F	Olympic Dr	Transmission R/W	$ 650,000	preliminary	Collector	84"	TBD
6A	4	4.40	F	Cleveland Ave @ College Ave	College Ave.	$ 606,250	preliminary	Collector	84"	TBD
6B	4	4.40	F	Cleveland Ave and CHaRM	College Ave.	$ 856,250	preliminary	Collector	84"	TBD
7	5	4.40	F	Charlie Bolton Rd (1143)	1143 Charlie Bolton Rd	$ 530,000	conceptual	Collector	96"	(2) 8 ft X 8 ft Box
8	7	4.40	F	Roberts Rd	Lavender Rd.	$ 550,000	preliminary	Local	54"	8 ft X 7 ft Box
9	8	4.40	F	W Huntington Rd (270)	270 W Huntington Rd	$ 85,000	conceptual	Local	18"	TBD
10	13	4.20	F	Old Epps Bridge Rd (385)	385 Old Epps Bridge Rd	$ 165,000	conceptual	Arterial	48"	TBD
11		4.20	F	Chase St	Epting Events	$ 900,000	conceptual	Local	84" x 102"	TBD
12	29	4.20	F	Cedar Shoals Dr (1325)	SE of Cedar Shoals HS.	$ 668,750	conceptual	Collector	72"	TBD
13	25	4.20	F	Riverbottom Circle (101)	101 Riverbottom Circle	$ 180,000	conceptual	Local	8' x 6'	TBD
14	30	4.00	C	Idylwood Dr (255)	Idylwood Drive 255	$ 400,000	conceptual	Local	60"	TBD
15	31	4.00	C	Idylwood Dr (330)	Idylwood Drive 330	$ 550,000	conceptual	Local	60" & 48"	TBD
16	44	4.00	C	Crossbow Cir (197)	197 Crossbow Cir	$ 550,000	preliminary	Local	60" & 96"	TBD
17	20	4.00	C	Olympic Dr (1350)	Trail Creek	$ 918,750	conceptual	Collector	108"	TBD
18	15	3.80	C	Lavender Rd	Abelia Way	$ 112,500	preliminary	Collector	24"	2 ft Diam. HDPE
19	24	3.80	C	Rhodes Dr (282)	282 Rhodes Drive	$ 180,000	conceptual	Local	66"	TBD
20	17	3.60	C	Cleveland Ave (132)	Inert Landfill	$ 693,750	conceptual	Collector	54"	TBD
21	23	3.60	C	Minor St. (275)	Hills Chapel St.	$ 650,000	preliminary	Local	72"	TBD
22		3.60	C	Oakbend Ct	Malcolm Branch	$ 200,000	conceptual	Local	30"	TBD
23	36	3.40	C	King Ave (424)	424 King Ave	$ 320,000	conceptual	Collector	48" (3)	TBD
24	18	3.20	C	Baxter St (1088-1080)	Athens Neurology R/W	$ 756,250	preliminary	Arterial	54"	TBD
25	32	3.20	C	Athena Dr	Trail Creek	$ 918,750	conceptual	Collector	120"	TBD
26	43	3.20	C	Woodhaven Dr (281)	Woodhaven Pkwy	$ 45,000	conceptual	Local	42"	TBD
27	54	2.80	P	Reese Street	N Finley St	$ 95,000	conceptual	Local	42"	TBD
28	6	2.80	P	Olympic Dr	SW of Hancock Ind. Way.	$ 381,250	conceptual	Collector	48"	TBD
29	34	2.80	P	Hancock Ind. Way	NE of Hancock Rd.	$ 112,500	conceptual	Collector	42"	TBD
30	39	2.80	P	Riverbend Pkwy	At the pool house	$ 50,000	conceptual	Collector	36"	TBD
31	37	2.60	P	Fortson Dr	Dudley Dr.	$ 550,000	conceptual	Local	72" x 162"	(2) 10 ft X 7 ft Box
32	40	2.60	P	Lavender Rd	Maple Forge Dr.	$ 731,250	conceptual	Collector	96" x 72"	TBD
33	53	2.60	P	Paris St	Campbell Ln	$ 2,300,000	preliminary	Local	60"	TBD
34		2.60	P	Cleveland Rd (1550)	1550 Cleveland Rd	$ 800,000	conceptual	Collector	120" x 90"	TBD
35	41	2.40	P	Hills Chapel St. (190)	Minor St.	$ 450,000	conceptual	Local	84" x 144"	TBD
36	42	2.40	P	Walton Creek Rd (190)	Thornhill	$ 75,000	conceptual	Local	48"	TBD
37	45	2.00	P	Westlake Dr.	Milledge Circle.	$ 1,100,000	conceptual	Collector	72" x 150"	TBD

38	46	2.00	P	Waddell St. (905)	905 Waddell St	**$**	**600,000**	conceptual	Local	77" x 144"	TBD
39	55	2.00	P	Riverbottom Rd (675)	675 Riverbottom Rd	**$**	**500,000**	conceptual	Local	8' x 6'	TBD
40	47	1.80	P	Jennings Mill Parkway	Jennings Mill Road	**$**	**400,000**	conceptual	Collector	66" & 66"	TBD
41	48	1.80	P	Milledge Circle	Westlake Dr.	**$**	**900,000**	conceptual	Local	72" x 156"	TBD
42	52	1.80	P	N Pope St (252)	Reese St	**$**	**80,000**	conceptual	Local	42"	TBD
43	51	1.80	P	N Church St (133)	N Pope St	**$**	**48,000**	conceptual	Local	42"	TBD
44	50	1.80	P	Lake Dr (126)	126 Lake Drive	**$**	**60,000**	conceptual	Local	36"	TBD
45	49	1.20	P	Lake Dr	Michele Dr	**$**	**45,000**	conceptual	Local	18"	TBD
					Subtotal	$	22,485,500				
					20% Contengency	$	4,497,100				
					Total Program Estimate	**$**	**26,982,600**				

Live Stream Culvert System Evaluation and Replacement Report

(Collectors, Arterials, and Local Roads with Dead Ends) (Rev. September 7, 2022)

Number	LSPR NO (2022)	Eval. Score	F: Failed C: Critical P: Poor	Street Name/Address	Conceptual Cost Estimate	Rehab Cost	Project Status	Ex Size	Proposed pipe, material, size, and length
1	6A	4.40	F	Cleveland Ave @ College Ave	**$ 606,250**	**$ 873,857**	preliminary	84"	Vortex Rehab
	6B*	4.40	F	Cleveland Ave and CHaRM	**$ 856,250**		preliminary	84"	Vortex Rehab
2	16	4.00	C	Crossbow Cir (197)	**$ 550,000**	**$ 199,427**	preliminary	60" & 96"	Vortex Rehab
3	17	3.80	C	Lavender Rd	**$ 112,500**	**$ 55,507**	preliminary	24"	Vortex Rehab
4	22	3.60	C	Baxter St (1088-1080)	**$ 756,250**	**$ 332,214**	preliminary	54"	Vortex Rehab
5	23	3.60	C	Minor St. (275)	**$ 650,000**	**$ 74,368**	preliminary	72"	Vortex Rehab
6	34	2.60	P	Paris St	**$ 2,300,000**	**$ 227,460**	preliminary	60"	Vortex Rehab
				Subtotal	$ 5,831,250	$ 1,762,833			
				Contingency	$ 1,166,250	$ 170,000			
				Total Estimate	**$ 6,997,500**	**$ 1,932,833**			

*Rehabilitation cost for LSPR 2022 No. 6B is included in LSPR 2022 No.6A.

Attachment #4

ATHENS-CLARKE COUNTY

TRANSPORTATION & PUBLIC WORKS DEPARTMENT
P.O. Box 1868
Athens, Georgia 30603
(706) 613-3465; FAX (706) 613-3468

Letter of Transmittal

To: BJ Kerstiens

Date: February 7, 2023

From: Derick Mason

Copy: Thiago Magalhaes, Project File

Subject/Project: Trenchless Pipeline Rehabilitation Services, TP07-18 SPLOST 2011 Project #27 & Stormwater Enterprise Funds

☒ For approval	☐ For Your Files	Revise & Submit
As requested	For Your Use	Furnish as requested
For your information	As Discussed	For Review & Comment

Comments: Attached is Change Order No. 1 for the above referenced project. Please execute all 4 of the originals and as a reminder, the Corporate Secretary needs to attest the signature on each of the 4 Change Orders.

If you have any questions please call me at 762-400-7816.

ITEM

Attached: Change Order No. 1

Under Separate Cover Via _____:

If Enclosures are not as noted kindly notify us at once.

Signed: **Derick Mason**
Engineering Administrator

ATHENS-CLARKE COUNTY
TRANSPORTATION AND PUBLIC WORKS

CHANGE ORDER

PROJECT: **Trenchless Pipeline Rehabilitation Services, TP07-18 SPLOST 2011 Project # 27 & Stormwater Enterprise Funds**

DATE: February 7, 2023

TO CONTRACTOR:

Vortex Services, LLC
18150 Imperial Valley Drive
Houston, Texas 77060

CHANGE ORDER NO: 1

ORIGINAL CONTRACT DATE: November 1, 2022

PROJECT NO: 27

CONTRACT FOR: This project will consist of the rehabilitation of approximately 61 linear feet of corrugated metal stormwater pipe culvert located at 498 Athena Drive in Athens, Georgia, increasing the useful life of the structure and preventing damage to the road possibly caused by an eventual collapse of the structure.

The Contract is changed as follows:

This Change Order is for the work of: Travel and Mobilization, Storm Pipe – QLS Rehabilitation, Operate 6" Pumping System, Set Up 6" Pump, Tear Down 6" Pump, Vactor Truck, Rebuilt Invert and Extra Work Contingency. This work will be in accordance with A-CC standards.

ADD THE FOLLOWING ITEMS AND/OR QUANTITIES OF ITEMS

ITEM NO	ITEM CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	P36	TRAVEL AND MOBILIZATION - GEORGIA	EA	1	$3,100.00	$3,100.00
2	B14	GREATER THAN 108" STORM PIPE - QLS REHABILITATION - 1.5" THICKNESS (CORRUGATIONS 2.25" X 6")	LF	61	$2,125.00	$129,625.00
3	B30	EACH ADDITIONAL .5" THICKNESS - SHOULD BE 3,832 *DROPPED OFF $11,496	SF	0	$3.00	$0.00
4	J11	OPERATE 6" PUMPING SYSTEM PER PUMP	DY	14	$1,500.00	$21,000.00
5	J2	SET UP 6" PUMP AND PIPING INCLUDING UP TO 1000 FEET OF BYPASS DISCHARGE LINE	EA	2	$4,800.00	$9,600.00

6	J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	DY	2	$3,000.00	$6,000.00
7	A64	VACTOR TRUCK SERVICES	HR	9	$500.00	$4,500.00
8	B37	REBUILD INVERT (WILL BILL IF NEEDED)	CF	0	$75.00	$0.00
9	ACC-0001	EXTRA WORK CONTINGENCY	CONTINGENCY ALLOWANCE			$17,382.50
31	EXISTING ACC-0001	EXTRA WORK CONTINGENCY	CONTINGENCY ALLOWANCE			-$93,135.87
					TOTAL ADD	**$ 98,071.63**

Not valid until signed by the Owner, Project Manager and Contractor.

The original Contract Sum was..... $ 1,932,832.50
Net change by previously authorized Change Orders..... $ 0.00
The Contract Sum prior to this Change Order was..... $ 1,932,832.50
The Contract Sum will be increased by this Change Order
in the amount of..... $ 98,071.63
The new Contract Sum including this Change Order will be ..... $ 2,030,904.13
The Contract Time will be **increased (10) days**
The date of Substantial Completion as of the date of this Change Order is August 4, 2023

RECOMMENDED:	APPROVED:	APPROVED:
PROJECT MANAGER	CONTRACTOR	OWNER
BY _____	BY _____	BY _____
DATE 2/7/2023	DATE _____	DATE _____
	TITLE _____	ATTEST _____
	ATTEST _____	DATE _____
	TITLE: _____	
	DATE _____	

VORTEX services

To:	Athens-Clarke County Unified Government	**Contact:**	
Address:	605 Spring Valley Rd	**Phone:**	
		Email:	
Project Name:	GA - Athens - Various Sizes Storm Rehab 498 Athena Dr 120"	**Bid Number:**	209216-7
Project Location:	498 Athena Dr Athens GA	**Bid Date:**	1/31/2023

Proposal is figured on HGAC Contract #TP07-18

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
P36	Travel And Mobilization - Georgia	1.00	EACH	$3,100.00	$3,100.00
B14	Greater Than 108" STORM PIPE - QLS REHABILITATION - 1.5" Thickness (Corrugations 2.25" X 6")	61.00	LF	$2,125.00	$129,625.00
B30	Each Additional .5" Thickness - Should Be 3,832 *dropped Off $11,496	0.00	SF	$3.00	$0.00
J11	Operate 6" Pumping System Per Pump	14.00	DY	$1,500.00	$21,000.00
J2	Set Up 6" Pump And Piping Including Up To 1000 Feet Of Bypass Discharge Line	2.00	EACH	$4,800.00	$9,600.00
J222	TEAR DOWN 6" PUMP AND PIPING INCLUDING 1000 FEET OF BYPASS DISCHARGE LINE	2.00	DY	$3,000.00	$6,000.00
A64	Vactor Truck Services (*Will Bill If Needed, 8 Hours Min On Site Per Day, Travel Will Be Billed Port To Port)	9.00	HR	$500.00	$4,500.00
B37	Rebuild Invert (*Will Bill If Needed)	0.00	CF	$75.00	$0.00

Total Bid Price: $173,825.00

Notes:

- Does not include 3rd party engineered stamp design. Add $4,500 if client needs an signed and sealed PE design. Proposal is based on our inhouse design. If the engineer comes back thicker than our proposal, then Vortex reserves the right to adjust our unit pricing accordingly.
- This pipe has to be rehab'd in dry weather conditions. Our coffer dam will only be effective if the water level is 2' or less.
- Our Proposal is based on two separate site visits. Because of high water levels of the pipe we were unable to determine if there is silt / debris / rocks that need to get removed. Also we were unable to determine if the bottom of the pipe will require invert repair. Therefore, we included additional pay items and they will be billed as needed during the actual construction.
- This was not priced as an emergency. This pipe is a 120" CMP with 2.25"x6" corrugations (64,000 lbs). Our Mobilization is low because we are already working near this site. This proposal is almost double the LBS compared to the 96" pipe on Crossbow x 65' (with 1"x3" corrugations) had 41,000 lbs.
- This proposal is for only 61' of 120" round CMP. It does not account for arch pipe (flat bottom) or any flared ends. The 61' measurement was provided by the client and our surface area will not eceed 1,916 SF.
- Pay item A64 - Vac Truck Services quantity of 9 hours is based off of recommendations from Athens-Clarke County and we will bill as needed to complete the cleaning / desilting of the pipe.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Brandon Gerber
(813) 326-8928 Bgerber@vortexcompanies.com

Culvert Inspection Form

(CMP) Corrugated metal pipe

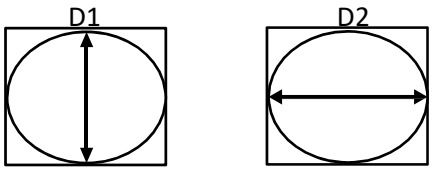
Completed By: Josh Archer, Thiago Magalhaes, Kalin Hegler Date: 7/6/2022

Address / Location: Athena Dr @ Trail Creek "Click here to go to Google Maps"

Culvert Type: (Circle one) Box Circular Ellipsoid Arch

Number of Barrels: 1

Diameter: D1 = 66" D2 = 117"



Additional Remarks: Metal plate system

Roadway Condition (Circle one) Crack seal Chip seal Alligator cracking Pot holes
New pavement
Additional Remarks:

Score:3.2

(Circle one)





Deflection:

1. *No deflection*
2. *5%*
3. *10%*
4. *15%*
5. *20%*

Invert condition:

1. *Good condition*
2. *Discolored only*
3. *Signs of oxidization*
4. *Oxidizing with holes*
5. *Completely rusted*

Headwall:

1. *Good condition*
2. *Shifting*
3. *Shifting and separating*
4. *Unattached and Falling*
5. *Missing*

Erosion:

1. *No erosion present*
2. *Signs of soil loss or lack of vegetation*
3. *Minor erosion evident with rills present*
4. *Major erosion evident with potential structural failure*
5. *Major erosion evident with culvert and roadbed failure*

Separation of Pipe:

1. *Pipe in good condition*
2. *0.25"*
3. *0.50"*
4. 0.75"
5. 1" or greater



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
ENGINEERING SERVICES – ENGINEERING DIVISION

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Charlie Bolton Road Emergency Culvert Replacement Contract Award

DATE: March 1, 2023

BUDGET INFORMATION:

REVENUES:

$	4,140,000	SPLOST 2011 Project 27 - Areawide Stormwater Imp.
$	1,575,961	Stormwater Enterprise Funds
$	5,715,961	Total Revenues

EXPENSES:

CAPITAL:	$	4,239,656	Expensed and Encumbered
	$	208,641	Designated for Voyles Road Culvert Replacement
	$	493,451	Designated For Future Projects & Contingencies
	$	774,213	Available for Charlie Bolton Rd Culvert Construction

FUNDING SOURCE: SPLOST 2011, Project 27 – Areawide Stormwater Improvement, Stormwater Enterprise Funds

COMMISSION ACTION REQUESTED ON: March 7, 2023 – Under Suspension of Rules

PURPOSE:

To request that Mayor and Commission:

a. Approve the Preliminary Engineering Plans for the Charlie Bolton Road Emergency Culvert Replacement Project, as shown in **Attachment #1**;
b. Ratify the award of a Total Unit Price Construction Services Contract under emergency authorization for Charlie Bolton Road Emergency Culvert Replacement to *Georgia Development Partners, LLC* for an itemized cost not to exceed $774,212.66 (including an extra Work Contingency Allowance in the amount of $70,000);
c. Approve a Request for Consideration for GDOT Assistance, and if awarded, accept funding for the Charlie Bolton Road Emergency Culvert Replacement in an amount not to exceed $774,212.66;
d. Approve a Request for Consideration for GDOT Assistance, and if awarded, accept funding for the Voyles Road Emergency Culvert Replacement in an amount not to exceed $208,640.86; and
e. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. Between August 2016, and August 2020, the Transportation and Public Works (T&PW) Department Streets & Drainage staff completed five major maintenance and repair work orders to address culvert and roadway deficiencies at Charlie Bolton Road Culvert, near 1143 Charlie Bolton Road, including repair and maintenance to culvert headwall, roadway shoulder, and roadway pavement.

2. Between July 2017, and September 2022, the T&PW Engineering staff completed a number of engineering condition assessments on the culvert located near 1143 Charlie Bolton Road (see **Attachment #2**) and maintained periodic coordination with Streets & Drainage staff for maintenance needs to extend service life of the existing culvert.

3. Between February 2018 and December 2022, 27 major Stormwater systems failed and were subsequently replaced using a combination of T&PW staff and equipment and contractors, as shown in Facts and Issues No. 7.

4. On February 6, 2018, the Mayor and Commission (M&C) adopted the Live Stream Pipe Replacement Program Priorities and approved 26 project concepts to move into preliminary design phase supported by the Stormwater Utility funds, including Charlie Bolton Road, near 1143 Charlie Bolton Road (Priority #24).

5. On March 9, 2020, T&PW issued a notice to proceed to the design consultant Alfred Benesch & Co. to begin the preliminary engineering and design for the Live Stream Culvert Replacement at 1143 Charlie Bolton Road.

6. On September 1, 2020, M&C readopted the Live Stream Pipe Replacement Program Priorities and approved 55 project concepts to move into preliminary design phase, supported by the Stormwater utility funds, including near 1143 Charlie Bolton Road (Priority #5).

7. On January 6, 2021, T&PW staff received the preliminary engineering plans along with preliminary cost estimate for Charlie Bolton Road Culvert Replacement Project.

8. On October 4, 2022, M&C:
    a. Adopted the updated Live Stream Pipe Replacement Program Priorities as shown in **Attachment #3**,
    b. Approved 45 project concepts as part of the live stream Pipe Replacement Program, authorized staff to begin preliminary construction plans on all 45 projects including Charlie Bolton Road Culvert (priority #7),
    c. Approved preliminary plans for six of the Live Stream Pipe Replacement Projects (**Attachment #4**).; and
    d. Approved a Unit Price Contract to Vortex Companies, a cooperative Purchasing Program, to perform rehabilitation on six of the Live Stream Pipe Replacement Projects.

9. On January 4, 2023, in the morning hours, heavy rainfall in the vicinity of Charlie Bolton Road Culvert caused flash flooding that overtopped the roadway and undermined the deteriorating culvert causing it to collapse. The roadway was closed by ACCGov staff. Impacts to several utilities including 8 inch water main and multiple buried cable facilities were noted. The Public Information Office published road-closure notification for impacted roadways and later updated these webpages to include indefinite roadway closures due to failed stormwater culverts on Charlie Bolton Road, Olympic Drive, and Voyles Road.

10. On January 5, 2023, T&PW staff discussed with ACCGov Manager Williams the seriousness of the damage caused to the roadway and to the culvert system. Manager Williams agreed that an Emergency Declaration was warranted to allow staff to move into contract agreements with qualified contractors to begin the process of emergency culvert replacement.

11. On January 5, 2023, T&PW staff was contacted and informed by the GDOT District State Aid Coordinator's Office that Local Maintenance Improvement Grant Funds (LMIG) may be available to assist ACCGov with the repair and/or replacement cost associated with our current failures.

12. On January 6, 2023, T&PW staff directed the on-call design professional Alfred Benesch & Co. to advance the construction plans to the bid & award phase. Staff began discussion with two contractors who are currently working on Athens-Clarke County projects and confirmed ability and desire to submit a bid on emergency culvert replacement contract.

13. On January 10, 2023, ACCGov Manager Williams declared emergency status on the closed roadways due to culvert failure on Charlie Bolton Road, Olympic Drive, and Voyles Road, and waived bidding requirements for emergency replacement contracts under emergency authorization granted in Chapter 1-7 of the ACCGov Code (Facts & Issues #11).

14. On January 17, 2023 T&PW staff forwarded a proposed bid schedule for the Charlie Bolton Road Culvert Replacement as an Emergency Culvert Replacement Project to E.R. Snell Contractor, Inc. (E.R. Snell) who is already working under contract on Tallassee Road Bridge Replacement Project, and to Georgia Development Partners (GDP) contractor, who is working on the Firefly Construction Project.

15. On January 26, 2023, E.R. Snell and GDP contractors submitted a unit price bid to T&PW and Purchasing staff including $70,000 construction contingency.

16. On February 27, 2023, T&PW Director sent a Request for Consideration of GDOT Assistance in Funding Multiple Emergency Culvert Replacement Projects including the Charlie Bolton Road in the amount of $774,212.66.

17. On February 28, 2023, T&PW staff issued a Notice to Proceed to GDP contractor for a Total Unit Price Construction Services Contract under emergency authorization for Charlie Bolton Road Emergency Culvert Replacement for an itemized cost not to exceed $774,212.66 (including an extra Work Contingency Allowance in the amount of $70,000).

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2011 Project 27 reads as follows:

   Project 27, Areawide Stormwater Improvement Program*, will provide the repair and upgrade of stormwater drainage system capacity deficiencies to include improvements to culverts, channels, detention systems and other related facilities, and to construct best management practice water quality features such as porous pavement applications, stormceptors, and rain gardens in such locations as identified in watershed management plans. This will continue an ongoing SPLOST 2005 project.*

2. The failed Charlie Bolton Road and culvert is located at 1143 Charlie Bolton Road. It is a 96 inch diameter Corrugated Metal Plate Pipe (CMPP) system that was built approximately 50 - 60 years ago. While the road and culvert system distress has been noted by staff since 2016, T&PW continued to attend to the location in efforts to extend service life while funds have been directed to address rising maintenance and emergency repair demands for aging stormwater drainage collection systems including Live Stream Pipe Replacement Projects.

3. The already wet conditions followed by heavy rain within a short period of time on January 4, 2023 (History #9) caused a flash flood that overwhelmed the Charlie Bolton Road culvert with high water elevations that overtopped the roadway and compromised the existing culvert, thus, causing the culvert to fail resulting in the roadway failure and impact to utilities within the flooded area.

4. Initially on Wednesday, January 4, 2023, sections of Olympic Drive and Charlie Bolton Road collapsed due to heavy rain and failing stormwater pipes and culverts underneath the pavement. The section of Voyles Road subsequently failed on Saturday, January 7, 2023. The roadway and drainage structures were all damaged as a result of the heavy rains and flooding that started on the evening of Tuesday, January 3, 2023. Each of the roads have been closed since their failures were discovered.

5. Since January 4, 2023, T&PW staff, working with the ACCGov Police Department, continued to provide and maintain roadway closure signage and detour signs on multiple closed roadways in the vicinity of Charlie Bolton Road such as Olympic Drive and Voyles Road.

6. The ACCGov T&PW Department is currently operating under emergency procedures to design the stormwater replacements, select contractors to replace the infrastructure, and repair the road surfaces.

7. Since February 6, 2018, 28 major culvert and pipe replacement projects have been completed or are currently under construction funded mainly by the Stormwater Utility Enterprise Fund:

No.	Projects	Constructed By	Project Cost	Status
1	Barber Street Culvert	Contractor	$1,050,000	Complete (FY19)
2	Camelot Drive Culvert & Pipe System	In-house	$52,000	Complete (FY19)
3	Canady Drive Culvert	Contractor	$46,000	Complete (FY19)
4	Riverview Drive Culvert	Contractor	$370,000	Complete (FY19)
5	Voyles Drive Culvert	In-house	$4,500	Complete (FY19)
6	Weatherly Wood Drive	In-house	$203,000	Complete (FY19)
7	W Broad St. Culvert & Pipe System	In-house	$313,000	Complete (FY20)
8	Athena Drive Culvert	Contractor	$740,000	Complete (FY20)
9	Carriage Lane Culvert	Contractor	$1,150,000	Complete (FY20)
10	Hemlock Road	In-house	$100,000	Complete (FY20)
11	Hemlock Way (200)	In-house	$100,000	Complete (FY21)
12	W Broad St. Pipe System	Contractor	$31,000	Complete (FY21)
13	Beaver Ridge Drive	In-house	$55,000	Complete (FY21)
14	Nowhere Rd (286)	In-house	$35,000	Complete (FY21)
15	Doe Run	In-house	$30,000	Complete (FY22)
16	Crystal Creek Dr (185)	In-house	$19,000	Complete (FY22)
17	Lombardy Dr (282)	In-house	$21,000	Complete (FY22)
18	Jones Rd (111)	In-house	$14,000	Complete (FY22)
19	Millstone Cir (270)	In-house	$17,000	Complete (FY22)
20	Walton Creek Rd (205)	In-house	$14,000	Complete (FY22)
21	Winterville Rd (1958)	In-house	$17,400	Complete (FY22)
22	Hickory Dr (6085)	In-house	$9,200	Complete (FY22)
23	Hunter's Crossing Rd (159)	In-house	$17,500	Complete (FY22)
24*	Charlie Bolton Rd (1143)	In-house	$12,000	Complete (FY22)
25	Camelot Lane (150)	In-house	$24,000	Complete (FY22)
26	Millstone Cir (345)	In-house	$37,200	Complete (FY23)
27	Charlie Bolton Rd (1450)	In-house	$19,100	Complete (FY23)
28	Voyles Road (110)	In-House	$208,640	In Progress (FY24)
		Total	$4,709,540	

*Indicates major repairs to existing culvert made; culvert system continues to be on Priority List

8. A significant rehabilitation contract performed by Vortex Companies (History #7, c) is under way and is approximately 15% complete. The work includes relining of corrugated metal pipe on six eligible Live Stream Pipe Projects to increase life expectancy and lower the priority of said projects from the Live Stream Pipe Replacement Program for the foreseeable future (**Attachment #4**). Athena Drive culvert over East Fork Trail Creek rehabilitation has been added

to the contract and M&C is scheduled to ratify change order award to existing contract in a separate agenda on March 7, 2023.

9. T&PW & Procurement staff received two bids from prospective contactors with the following details:

Bidder	Base Bid	Contingency	Bid Amount
Georgia Development Partners, LLC (GDP)	$704,212.66	$70,000	$774,212.66
E. R. Snell Contractor, Inc. (E.R. Snell)	$994,014.60	$70,000	$ 1,064,014.60

10. T&PW and Purchasing staff have reviewed the bids and determined that the bid from GDP Contractor, LLC. meets all of the Unified Government of Athens-Clarke County (ACCGov) bid document requirements according to the Finance Department's Purchasing Division under the emergency authorization ACCGov Code Chapter 1-7 (see Facts & Issues #11).

11. Per Chapter 1-7 of the Athens-Clarke County Code, the Manager has authorized the Charlie Bolton Road Emergency Culvert Replacement under the following authority:
"The manager shall be authorized to waive any or all bidding requirements for the purchase of necessary goods or services whenever an emergency condition exists which presents a threat to the safety, health and welfare of the citizens of Athens-Clarke County and whenever such requirements would cause undue delay in the delivery of essential services under such conditions." (Sec. 1-7-23)

12. Per the Official Code of Georgia Annotated (O.C.G.A.), emergency purchases must be ratified by Mayor & Commission:
"The requirements of this chapter shall not apply to public works construction projects necessitated by an emergency; provided, however, that the nature of the emergency shall be described in the minutes of the governing authority. Any contract let by a county pursuant to this subsection shall be ratified, as soon as practicable, on the minutes of the governing authority, and the nature of the emergency shall be described therein." (O.C.G.A. § 36-91-22).

13. Currently, T&PW Streets & Drainage crews are working on Voyles Road Emergency Culvert Replacement under roadway closure, and staff expect the work to be complete and the roadway to reopen to traffic by end of March 2023.

14. If M&C ratifies the award of the emergency contract to GDP Contractor, LLC, the contractor will continue construction with substantial completion anticipated by June 28, 2023 and no later than July 28, 2023.

15. The Requests for Consideration of GDOT Assistance in Funding for the Charlie Bolton Road Emergency Culvert Replacement (in the amount of $774,212.66) and for the Voyles Rd

Emergency Culvert Replacement (in the amount of $208,640.86) are currently under review by GDOT. An official response is anticipated once the work is complete by ACCGov. If the reimbursement for Charlie Bolton Road Emergency Culvert Replacement is granted by GDOT, funds received shall be reimbursed to SPLOST 2011 – Project #27 funds. Also, if the reimbursement of Voyles Road Emergency Culvert Replacement is granted by GDOT, funds received shall be reimbursed to Stormwater Enterprise funds. The remaining balance in the SPLOST 2011 Project #27 and Stormwater Enterprise funds will be used to provide additional project contingency and funding towards future Live Stream Culvert Replacement Projects to be reallocated by M&C.

16. These recommendations support the following Strategic Plan Goals & Strategies:
    - Safely Move Around Athens
    - Built and Natural Infrastructure, Strategy C: *Adequate funding for maintenance of existing and newly constructed infrastructure*

OPTIONS:

1. Mayor and Commission:
    a. Approve the Preliminary Engineering Plans for the Charlie Bolton Road Emergency Culvert Replacement Project, as shown in **Attachment #1**;
    b. Ratify the award of a Total Unit Price Construction Services Contract under emergency authorization for Charlie Bolton Road Emergency Culvert Replacement to Georgia Development Partners, LLC for an itemized cost not to exceed $774,212.66 (including an extra Work Contingency Allowance in the amount of $70,000);
    c. Approve a Request for Consideration for GDOT Assistance, and if awarded, accept funding for the Charlie Bolton Road Emergency Culvert Replacement in an amount not to exceed $774,212.66
    d. Approve a Request for Consideration for GDOT Assistance, and if awarded, accept funding for the Voyles Road Emergency Culvert Replacement in an amount not to exceed $208,640.86 ; and
    e. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve the Charlie Bolton Road Emergency Culvert Replacement Project.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1a, b, c, d and e.

DEPARTMENT: Transportation & Public Works
Prepared by: Rani Katreeb, P.E., Assistant Director

Stephen Bailey
Director

March 2, 2023
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Manager

March 2, 2023
Date:

ATTACHMENTS:

Attachment #1: Preliminary Plans - Charlie Bolton Rd Culvert
Attachment #2: Live Stream Pipe Replacement Priorities 2022
Attachment #3: Completed Inspection Forms since 2017
Attachment #4: Vortex Rehab Projects List

CHARLIE BOLTON ROAD EMERGENCY CULVERT REPLACEMENT PROJECT TPW # 6371

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
CHARLIE BOLTON ROAD EMERGENCY CULVERT REPLACEMENT
PROJECT TRANSPORTATION & PUBLIC WORKS PROJECT #6371

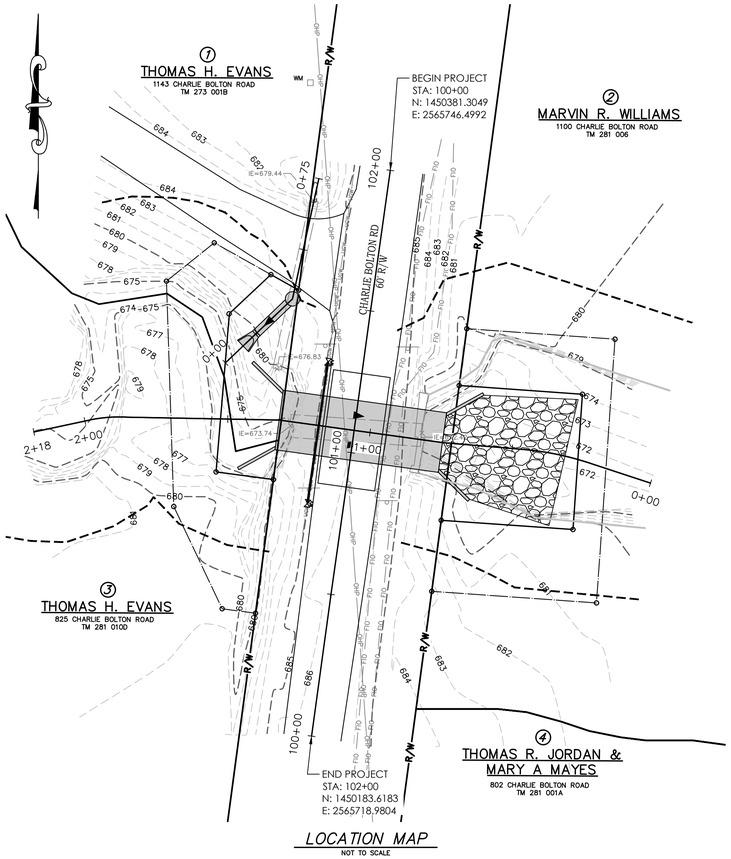
LEGEND
EXISTING FEATURES

- PROPERTY LINE
- R/W — RIGHT-OF-WAY LINE
- 378 — EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING SANITARY SEWER & MANHOLE
- EXISTING STORM SEWER & HEADWALL SECTION
- EXISTING STORM SEWER & JUNCTION BOX
- EXISTING STORM SEWER & SINGLE WING TRAP
- EXISTING STORM SEWER & DOUBLE WING TRAP
- UGW — EXISTING UNDERGROUND WATER LINE
- FIO — EXISTING UNDERGROUND FIBER OPTIC LINE
- OHP — EXISTING OVERHEAD POWER LINE
- GUY WIRE
- EXISTING WOODS LINE

- BRACE POLE
- POWER POLE
- WV — WATER VALVE
- WM — WATER METER
- GAS MARKER
- CO — CLEAN OUT
- RD — ROOF DRAIN
- TREE
- SPRINKLER VALVE
- MAILBOX
- TRANS — TRANSFORMER
- SIGNS
- LP — LIGHT POLE
- GV — GAS VALVE
- GM — GAS METER
- FIRE HYDRANT
- WATER FAUCET
- GP — GUARDPOST
- BUSH
- SPRINKLER HEAD
- SIGN
- PED — TELEPHONE PEDESTAL
- YL — YARDLIGHT
- CABLE — CABLE PEDESTAL

LEGEND
PROPOSED FEATURES

- PROPOSED BOX CULVERT AND HEADWALLS
- 378 — PROPOSED CONTOUR
- PROPOSED DRAINAGE & UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED RIP-RAP



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

REQUIRED PERMITS		
REQUIRED PERMIT	AGENCY	OBTAINED BY
ROAD CLOSURE / LANE CLOSURE PERMIT	A-CC TRAFFIC ENGINEERING	CONTRACTOR
RIGHT OF WAY ENCHROACHMENT PERMIT	A-CC DEPT OF TRANSPORTATION & PUBLIC WORKS/GDOT	CONTRACTOR
LAND DISTURBANCE ACTIVITY (LDA)	A-CC DEPT OF TRANSPORTATION & PUBLIC WORKS	NOT REQUIRED
NPDES PERMIT	A-CC DEPT OF TRANSPORTATION & PUBLIC WORKS / EPD	NOT REQUIRED
ENVIRONMENTAL AREAS PERMIT	A-CC PLANNING DEPT	CONSTRUCTION MANAGEMENT
NATIONWIDE PERMIT	USACE	NOT REQUIRED

DISTURBED AREA - CHARLIE BOLTON ROAD	
TOTAL SITE AREA	0.70 ACRES
TOTAL DISTURBED AREA	0.35 ACRES
NET INCREASE IN IMPERVIOUS AREA	0 SF

MIDPOINT COORDINATE - CHARLIE BOLTON ROAD	
LONGITUDE:	W 83° 16' 43"
LATITUDE:	N 33° 59' 20"
EASTING:	2,565,733.85'
NORTHING:	1,450,290.44'

24 HOUR CONTACT: _____ _____
PRINT NAME **PHONE NUMBER**

PLANS APPROVED BY:
STEPHEN BAILEY, MPA, DIRECTOR
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
120 WEST DOUGHERTY STREET, ATHENS, GEORGIA 30603
706.613.3440 (PHONE) 706.613.3444 (FAX)

APPROVED FOR CONSTRUCTION: _____
ATHENS-CLARKE COUNTY ENGINEERING ADMINISTRATOR

My signature hereto signifies that I am the person responsible for compliance with the Soil Erosion & Sedimentation Control Ordinance. I have provided a copy of my certificate with regards to Athens-Clarke County requirements for 24-hour contact. I hereby acknowledge that Best Management Practices (BMP's) must be used to control soil erosion on my job site which includes, at a minimum the following:

1. **Installation and regular maintenance of silt barriers (i.e. silt fences, hey bales, etc.) in al those areas where water exits the job site; and,**
2. **Installation and regular maintenance of a stone (1.5"'-3.5") geotextile-underline construction exit (20' wide x 50' deep x 6" thick) to minimize the tracking of mud into the parking lot and connecting public road; and,**
3. **Removal of mud from the streets or adjacent property immediately following any such occurrence; and,**
4. **Maintenance and removal of mud from detention ponds and sediment basins; and,**
5. **Conduct no land disturbing activities within stream buffers shown on approved plans except in locations as indicated on the approved Soil Erosion and Sediment Control Plan. as approved by variance from EPD; and,**
6. **Institute erosion control measures and practices as indicated on the approved Soil Erosion and Sediment Control Plan.**

I hereby further acknowledge that County inspection staff may refuse to make inspections, may issue stop work orders, and may issue citations to appear in Environmental Court for failure to comply with erosion control requirements.

Signature: _____ **Date Signed:** _____

Printed Name: _____ **Title:** _____

I, VICTOR A. CONOVER (LEVEL II CERTIFIED DESIGN PROFESSIONAL 0000052944), HEREBY CERTIFY THAT I HAVE VISITED THE SITE PRIOR TO CREATION OF THE EROSION AND SEDIMENTATION CONTROL PLAN AND HAVE VERIFIED THE PRESENCE OR LACK THEREOF OF ALL STATE WATERS ON, OR ADJACENT TO, THE SITE.

12-28-20
(PLAN PREPARER SIGNATURE AND DATE)

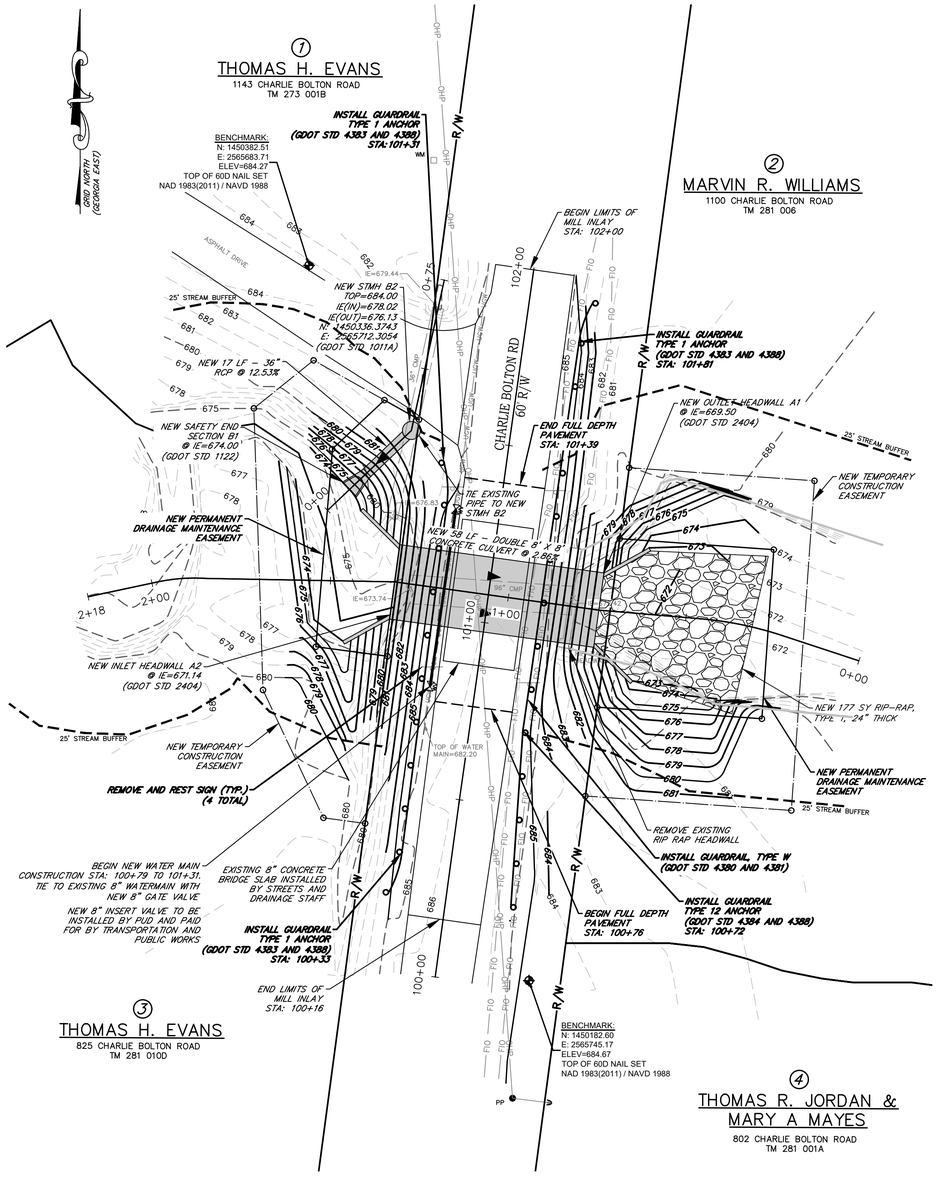
UTILITIES PROTECTION CENTER
THREE WORKING DAYS BEFORE YOU DIG
GEORGIA – 1-800-282-7411
SOUTH CAROLINA – 1-800-922-0983

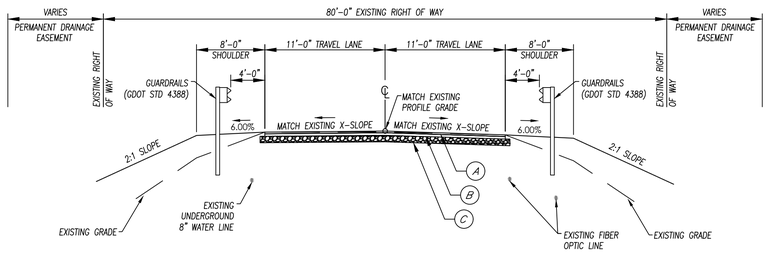
UTILITY WARNING:
The underground utilities shown have been located from field survey information and existing drawings. The Surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200 Augusta, GA 30901
P 706.722.4114 - www.benesch.com

DECEMBER 28, 2020

GEORGIA REGISTERED No. 32681 PROFESSIONAL 12-28-20 ENGINEER VICTOR A. CONOVER





TYPICAL SECTION 1
CHARLIE BOLTON ROAD
STA 100+76 TO 101+39

REQUIRED PAVEMENT LEGEND

- (A) 12.5 MM SUPERPAVE (165 LB/SY)
- (B) 19 MM SUPERPAVE (220 LB/SY)
- (C) GRADED AGGREGATE BASE, 8 IN

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
P 706.722.4114
www.benesch.com

REV. NO.	DATE	DESCRIPTION

REVISION BLOCK

ATHENS–CLARKE COUNTY, GEORGIA

GEORGIA REGISTERED No. 32668L PROFESSIONAL ENGINEER VICTOR A. CONOVER 12-28-20

SHEET TITLE: CONSTRUCTION PLAN

PROJECT NAME: CHARLIE BOLTON ROAD EMERGENCY CULVERT REPLACEMENT PROJECT TPW #6371

20 0 20
SCALE IN FEET

PROJECT INFORMATION
JOB NO: 19020037
DRAWN BY: KC
CHECKED BY: VAC
DRAWING FILE: 19020037E.DWG
DRAWING SCALE: 1" = 20'
ORIGINAL RELEASE DATE: DECEMBER 28, 2020

Sheet:
13-01

Attachment #2

Live Stream Culvert System Evaluation and Replacement Report

(Collectors, Arterials, and Local Roads with Dead Ends) (Rev. August 31, 2022)

LSPR NO (2022)	LSPR NO (2020/Old)	Eval. Score	F: Failed C: Critical P: Poor	Street Name/Address	Adjacent feature/road/stream	Conceptual Cost Estimate	Project Status	Class	Ex Size	Proposed pipe, material, size, and length
1	14	5.00	F	Seagraves Dr (191)	Dead End	$ 400,000	preliminary	Local	60"	6 ft X 6 ft Box
2	1	4.80	F	Voyles Rd (1270)	Trail Creek	$ 506,250	conceptual	Collector	48" & 42"	TBD
3	10	4.80	F	Woodhaven Dr.	Hillsborough Dr.	$ 165,000	conceptual	Local	48"	TBD
4	2	4.60	F	Lavender Rd	Roberts Rd.	$ 650,000	preliminary	Collector	60"	(2) 8 ft X 6 ft Box
5	3	4.40	F	Olympic Dr	Transmission R/W	$ 650,000	preliminary	Collector	84"	TBD
6A	4	4.40	F	Cleveland Ave @ College Ave	College Ave.	$ 606,250	preliminary	Collector	84"	TBD
6B	4	4.40	F	Cleveland Ave and CHaRM	College Ave.	$ 856,250	preliminary	Collector	84"	TBD
7	5	4.40	F	Charlie Bolton Rd (1143)	1143 Charlie Bolton Rd	$ 530,000	conceptual	Collector	96"	(2) 8 ft X 8 ft Box
8	7	4.40	F	Roberts Rd	Lavender Rd.	$ 550,000	preliminary	Local	54"	8 ft X 7 ft Box
9	8	4.40	F	W Huntington Rd (270)	270 W Huntington Rd	$ 85,000	conceptual	Local	18"	TBD
10	13	4.20	F	Old Epps Bridge Rd (385)	385 Old Epps Bridge Rd	$ 165,000	conceptual	Arterial	48"	TBD
11		4.20	F	Chase St	Epting Events	$ 900,000	conceptual	Local	84" x 102"	TBD
12	29	4.20	F	Cedar Shoals Dr (1325)	SE of Cedar Shoals HS.	$ 668,750	conceptual	Collector	72"	TBD
13	25	4.20	F	Riverbottom Circle (101)	101 Riverbottom Circle	$ 180,000	conceptual	Local	8' x 6'	TBD
14	30	4.00	C	Idylwood Dr (255)	Idylwood Drive 255	$ 400,000	conceptual	Local	60"	TBD
15	31	4.00	C	Idylwood Dr (330)	Idylwood Drive 330	$ 550,000	conceptual	Local	60" & 48"	TBD
16	44	4.00	C	Crossbow Cir (197)	197 Crossbow Cir	$ 550,000	preliminary	Local	60" & 96"	TBD
17	20	4.00	C	Olympic Dr (1350)	Trail Creek	$ 918,750	conceptual	Collector	108"	TBD
18	15	3.80	C	Lavender Rd	Abelia Way	$ 112,500	preliminary	Collector	24"	2 ft Diam. HDPE
19	24	3.80	C	Rhodes Dr (282)	282 Rhodes Drive	$ 180,000	conceptual	Local	66"	TBD
20	17	3.60	C	Cleveland Ave (132)	Inert Landfill	$ 693,750	conceptual	Collector	54"	TBD
21	23	3.60	C	Minor St. (275)	Hills Chapel St.	$ 650,000	preliminary	Local	72"	TBD
22		3.60	C	Oakbend Ct	Malcolm Branch	$ 200,000	conceptual	Local	30"	TBD
23	36	3.40	C	King Ave (424)	424 King Ave	$ 320,000	conceptual	Collector	48" (3)	TBD
24	18	3.20	C	Baxter St (1088-1080)	Athens Neurology R/W	$ 756,250	preliminary	Arterial	54"	TBD
25	32	3.20	C	Athena Dr	Trail Creek	$ 918,750	conceptual	Collector	120"	TBD
26	43	3.20	C	Woodhaven Dr (281)	Woodhaven Pkwy	$ 45,000	conceptual	Local	42"	TBD
27	54	2.80	P	Reese Street	N Finley St	$ 95,000	conceptual	Local	42"	TBD
28	6	2.80	P	Olympic Dr	SW of Hancock Ind. Way.	$ 381,250	conceptual	Collector	48"	TBD
29	34	2.80	P	Hancock Ind. Way	NE of Hancock Rd.	$ 112,500	conceptual	Collector	42"	TBD
30	39	2.80	P	Riverbend Pkwy	At the pool house	$ 50,000	conceptual	Collector	36"	TBD
31	37	2.60	P	Fortson Dr	Dudley Dr.	$ 550,000	conceptual	Local	72" x 162"	(2) 10 ft X 7 ft Box
32	40	2.60	P	Lavender Rd	Maple Forge Dr.	$ 731,250	conceptual	Collector	96" x 72"	TBD
33	53	2.60	P	Paris St	Campbell Ln	$ 2,300,000	preliminary	Local	60"	TBD
34		2.60	P	Cleveland Rd (1550)	1550 Cleveland Rd	$ 800,000	conceptual	Collector	120" x 90"	TBD
35	41	2.40	P	Hills Chapel St. (190)	Minor St.	$ 450,000	conceptual	Local	84" x 144"	TBD
36	42	2.40	P	Walton Creek Rd (190)	Thornhill	$ 75,000	conceptual	Local	48"	TBD
37	45	2.00	P	Westlake Dr.	Milledge Circle.	$ 1,100,000	conceptual	Collector	72" x 150"	TBD

38	46	2.00	P	Waddell St. (905)	905 Waddell St	**$**	**600,000**	conceptual	Local	77" x 144"	TBD
39	55	2.00	P	Riverbottom Rd (675)	675 Riverbottom Rd	**$**	**500,000**	conceptual	Local	8' x 6'	TBD
40	47	1.80	P	Jennings Mill Parkway	Jennings Mill Road	**$**	**400,000**	conceptual	Collector	66" & 66"	TBD
41	48	1.80	P	Milledge Circle	Westlake Dr.	**$**	**900,000**	conceptual	Local	72" x 156"	TBD
42	52	1.80	P	N Pope St (252)	Reese St	**$**	**80,000**	conceptual	Local	42"	TBD
43	51	1.80	P	N Church St (133)	N Pope St	**$**	**48,000**	conceptual	Local	42"	TBD
44	50	1.80	P	Lake Dr (126)	126 Lake Drive	**$**	**60,000**	conceptual	Local	36"	TBD
45	49	1.20	P	Lake Dr	Michele Dr	**$**	**45,000**	conceptual	Local	18"	TBD
					Subtotal	$	22,485,500				
					20% Contengency	$	4,497,100				
					Total Program Estimate	**$**	**26,982,600**				

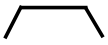
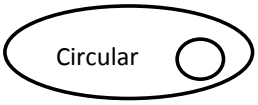
Attachment #3

Culvert Inspection Form

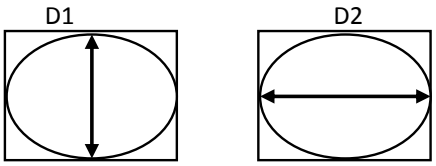
(CMP) Corregated metal Pipe

Completed By: Anthony Morris Date: 7/31/2017

Address / Location: 1143 Charlie Bolton Road

Culvert Type: (Circle one) Box  Circular  Ellipsoid  Arch 

Number of Barrels: 1



Diameter: D1 = 72" D2 = 72"

Additional Remarks: _____

Roadway Condition (Circle one) - Crack seal , Chip seal , Alligator cracking , Pot holes , New Pavement

Additional Remarks: Good Condition SCORE: 9/25= 1.8

(Circle one)

Deflection:

1 . No deflection
2 . 5%
3 . 10%
4 . 15%
5 . 20%

Invert condition:

1 . Good condition
2 . Discolored only
3 . Signs of Oxidation
4 . Oxidizing with holes
5 . Completely rusted

Headwall:

1 . Good condition
2 . Shifting
3 . Shifting and separating
4 . Unattached and Falling
5 . Missing

Erosion:

1 . No erosion present
2 . Signs of soil loss or lack of vegetation
3 . Minor erosion evident with rills present
4 . Major erosion evident with potential structural failure
5 . Major erosion evident with culvert and roadbed failure

Seperation of Pipe

1 . Pipe in good condition
2 . 0.25"
3 . 0.50"
4 . 0.75"
5 . 1" or more





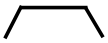
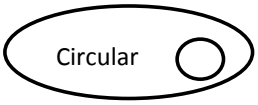


Culvert Inspection Form

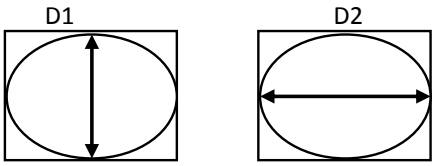
(CMP) Corregated metal Pipe

Completed By: Jason McClellan / Travis Newsome Date: 2/11/2019

Address / Location: 1143 Charlie Bolton Road

Culvert Type: (Circle one) Box  Circular  Ellipsoid  Arch 

Number of Barrels: 1



Diameter: D1 = 72" D2 = 72"

Additional Remarks: Pipe has shifted and separated since previous inspection on 7/31/2017 possibly causing soil loss under the roadway.

Roadway Condition (Circle one) - Crack seal , Chip seal , Alligator cracking , Pot holes , New Pavement

Additional Remarks: Roadway deflection present SCORE: 13/25= 2.6

(Circle one)

Deflection:
- 1 . No deflection
- 2 . 5%
- 3 . 10%
- 4 . 15%
- 5 . 20%

Invert condition:
- 1 . Good condition
- 2 . Discolored only
- 3 . Signs of Oxidation
- 4 . Oxidizing with holes
- 5 . Completely rusted

Headwall:
- 1 . Good condition
- 2 . Shifting
- 3 . Shifting and separating
- 4 . Unattached and Falling
- 5 . Missing

Erosion:
- 1 . No erosion present
- 2 . Signs of soil loss or lack of vegetation
- 3 . Minor erosion evident with rills present
- 4 . Major erosion evident with potential structural failure
- 5 . Major erosion evident with culvert and roadbed failure

Seperation of Pipe
- 1 . Pipe in good condition
- 2 . 0.25"
- 3 . 0.50"
- 4 . 0.75"
- 5 . 1" or more







Culvert Inspection Form

(CMP) Corrugated metal pipe

Completed By: Rani Katreeb, Jacob Spaulding , Jason Jones Date: February 18th, 2020

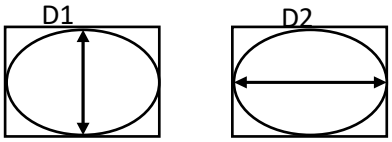
Address / Location: 1143 Charlie Bolton Road

Culvert Type: (Circle one) Box Circular Ellipsoid Arch

Number of Barrels: 1

Diameter: D1 = 96'' D2 = _____

Additional Remarks: _____



Roadway Condition (Circle one) Crack seal Chip seal Alligator cracking Pot holes New pavement

Additional Remarks: Since 2019 and another patch added, road dipped 2.5''
Size is 96'' metal plate system (update from previous inspection sizing.)

(Circle one)

*Score: 22/5 = **4.4***

Deflection
1. No Deflection
2. 5%
3. 10%
4. 15%
5. 20%

Invert Condition
1. Good condition
2. Discolored only
3. Signs of oxidation
4. Oxidizing with holes
5. Completely rusted

Headwall:
1. Good condition
2. Shifting
3. Shifting and separating
4. Unattached and failing
5. Missing

Erosion
1. No Erosion present
2. Signs of soil loss or lack of vegetation
3. Minor erosion evident with rills present
4. Major erosion evident with potential structural failure
5. Major erosion evident with culvert and roadbed failure

Separation of Pipe
1. Pipe in good condition
2. 0.25''
3. 0.50''
4. 0.75''
5. 1'' or greater



Roadway Dipping



Upstream Invert



Culvert Invert

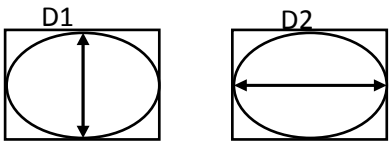
Culvert Inspection Form

(CMP) Corrugated metal pipe

Completed By: Jason Jones Date: May 5th, 2020

Address / Location: 1143 Charlie Bolton Road

Culvert Type: (Circle one) Box Circular Ellipsoid Arch



Number of Barrels: 1

Diameter: D1 = 96'' D2 = 96"

Additional Remarks: There are many holes located throughout length of pipe bottom that have formed in between plates. Greatest deflection point appears to be 7 ft inside pipe from outlet at the first plate located below sinkhole and depressed shoulder. Large voids surrounding pipe at downstream invert revealing geotextile and sides of headwall blocks.

Roadway Condition (Circle one) Crack seal Chip seal Alligator cracking Pot holes New pavement

Additional Remarks: Since February 2020 inspection, sinkhole has opened up on roadway in northbound lane. Streets and Drainage crew to perform rehab/stabilization.

(Circle one)

Score: 23/5 = 4.8

Deflection

1. No Deflection
2. 5%
3. 10%
4. 15%
5. 20%

Invert Condition

1. Good condition
2. Discolored only
3. Signs of oxidation
4. Oxidizing with holes
5. Completely rusted

Headwall:

1. Good condition
2. Shifting
3. Shifting and separating
4. Unattached and failing
5. Missing

Erosion

1. No Erosion present
2. Signs of soil loss or lack of vegetation
3. Minor erosion evident with rills present
4. Major erosion evident with potential structural failure
5. Major erosion evident with culvert and roadbed failure

Separation of Pipe

1. Pipe in good condition
2. 0.25''
3. 0.50''
4. 0.75''
5. 1'' or greater



Sinkhole









Culvert Invert

Culvert Inspection Form

(CMP) Corrugated metal pipe

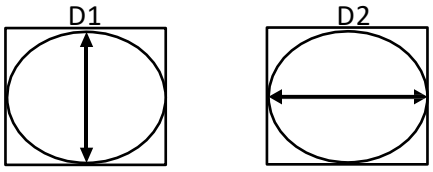
Completed By: Jason Jones Date: 10 MAY 2021

Address / Location: 1143 Charlie Bolton Road

Culvert Type: (Circle one) Box Circular Ellipsoid Arch

Number of Barrels: 1

Diameter: D1 = 96" D2 = 96"



Additional Remarks: There are many holes located throughout length of pipe bottom that Have formed in between plates. Greatest deflection point appears to be 7 ft inside pipe from Outlet at the first plate located below sinkhole and depressed shoulder. Large voids surrounding Pipe at downstream invert revealing geotextile and sides of headwall sinkhole in May 2020.

Score: 4.4

Roadway Condition (Circle one) Crack seal Chip seal Alligator cracking Pot holes New pavement

Additional Remarks: Street and Drainage reconstructed roadbed with flowable fill and concrete bench to repair sinkhole in May 2020

(Circle one)

Deflection:

1. *No deflection*
2. *5%*
3. *10%*
4. *15%*
5. *20%*

Invert condition:

1. *Good condition*
2. *Discolored only*
3. *Signs of oxidization*
4. *Oxidizing with holes*
5. *Completely rusted*

Headwall:

1. *Good condition*
2. *Shifting*
3. *Shifting and separating*
4. *Unattached and Falling*
5. *Missing*

Erosion:

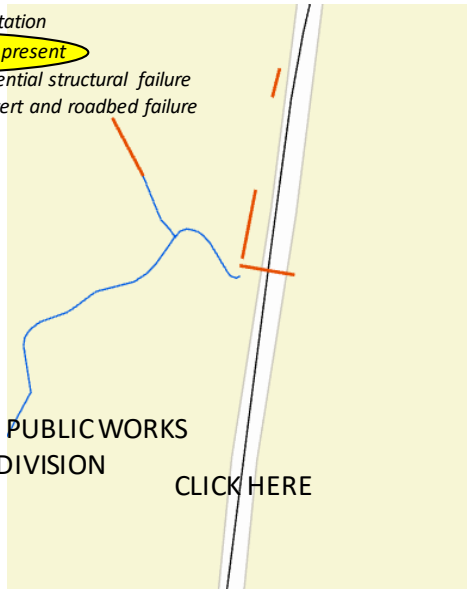
1. *No erosion present*
2. *Signs of soil loss or lack of vegetation*
3. *Minor erosion evident with rills present*
4. *Major erosion evident with potential structural failure*
5. *Major erosion evident with culvert and roadbed failure*

Separation of Pipe:

1. *Pipe in good condition*
2. *0.25"*
3. *0.50"*
4. *0.75"*
5. *1" or greater*









DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
ENGINEERING SERVICES – ENGINEERING DIVISION

Culvert Inspection Form

(CMP) Corrugated metal pipe

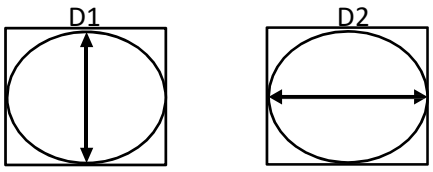
Completed By: Josh Archer, Hunter Kunzelmann Date: 9/8/2022

Address / Location: 1143 Charlie Bolton "Click here to go to Google Maps"

Culvert Type: (Circle one) Box Circular Ellipsoid Arch

Number of Barrels: 1

Diameter: D1 = 96 D2 = 96



Additional Remarks:

Roadway Condition (Circle one) Crack seal Chip seal Alligator cracking Pot holes
New pavement

Score:4.2

Additional Remarks:

(Circle one)

Deflection:

1. *No deflection*
2. *5%*
3. *10%*
4. *15%*
5. *20%*

Invert condition:

1. *Good condition*
2. *Discolored only*
3. *Signs of oxidization*
4. *Oxidizing with holes*
5. *Completely rusted*

Headwall:

1. *Good condition*
2. *Shifting*
3. *Shifting and separating*
4. *Unattached and Falling*
5. *Missing*

Erosion:

1. *No erosion present*
2. *Signs of soil loss or lack of vegetation*
3. *Minor erosion evident with rills present*
4. *Major erosion evident with potential structural failure*
5. *Major erosion evident with culvert and roadbed failure*

Separation of Pipe:

1. *Pipe in good condition*
2. *0.25"*
3. *0.50"*
4. 0.75"
5. 1" or greater







Live Stream Culvert System Evaluation and Replacement Report

(Collectors, Arterials, and Local Roads with Dead Ends) (Rev. September 7, 2022)

Number	LSPR NO (2022)	Eval. Score	F: Failed C: Critical P: Poor	Street Name/Address	Conceptual Cost Estimate	Rehab Cost	Project Status	Ex Size	Proposed pipe, material, size, and length
1	6A	4.40	F	Cleveland Ave @ College Ave	**$ 606,250**	**$ 873,857**	preliminary	84"	Vortex Rehab
	6B*	4.40	F	Cleveland Ave and CHaRM	**$ 856,250**		preliminary	84"	Vortex Rehab
2	16	4.00	C	Crossbow Cir (197)	**$ 550,000**	**$ 199,427**	preliminary	60" & 96"	Vortex Rehab
3	17	3.80	C	Lavender Rd	**$ 112,500**	**$ 55,507**	preliminary	24"	Vortex Rehab
4	22	3.60	C	Baxter St (1088-1080)	**$ 756,250**	**$ 332,214**	preliminary	54"	Vortex Rehab
5	23	3.60	C	Minor St. (275)	**$ 650,000**	**$ 74,368**	preliminary	72"	Vortex Rehab
6	34	2.60	P	Paris St	**$ 2,300,000**	**$ 227,460**	preliminary	60"	Vortex Rehab
				Subtotal	$ 5,831,250	$ 1,762,833			
				Contingency	$ 1,166,250	$ 170,000			
				Total Estimate	**$ 6,997,500**	**$ 1,932,833**			

*Rehabilitation cost for LSPR 2022 No. 6B is included in LSPR 2022 No.6A.

GEORGIA, ATHENS-CLARKE COUNTY.

NOMINATION OF MUNICIPAL COURT JUDGE PURSUANT TO ATHENS-CLARKE COUNTY CODE OF ORDINANCES § 1-4-17 (f) AND NOMINATION OF ADMINISTRATIVE HEARING OFFICER PURSUANT TO ATHENS-CLARKE COUNTY CODE OF ORDINANCES § 1-5-1 (6)

The undersigned Mayor of Athens-Clarke County finds that Hon. Ryan S. Hope, Judge of the Municipal Court of Athens-Clarke County and Administrative Hearing Officer, has submitted his resignation from both offices effective as of March 1, 2023, due to his appointment as an Athens-Clarke County State Court Judge and that upon the close of business of such date there became a vacancy in the office of Judge of the Municipal Court of Athens-Clarke County and a vacancy in the office of Administrative Hearing Officer. The undersigned is conducting a search for a candidate to nominate to the Commission to fill the remaining terms of the Judge of the Municipal Court of Athens-Clarke County and Administrative Hearing Officer, respectively, or for such other terms for such offices as may be determined by the Commission, and in the interim there is a need to nominate and appoint a Judge to serve pursuant to § 1-4-17 (f) of the Code of Athens-Clarke County, Georgia, and an Administrative Hearing Officer pursuant to § 1-5-1 (6) of the Code of Athens-Clarke County, Georgia. Pursuant to such authority, the undersigned does hereby nominate State Court Judge Ryan S. Hope, a member of the State Bar of Georgia in good standing, to serve as a part-time Judge of the Municipal Court of Athens-Clarke County and as Administrative Hearing Officer from March 8, 2023, through April 16, 2023, and requests that the Commission confirm said nominee by Resolution.

This 7th day of March, 2023.

_____

Kelly Girtz, Mayor

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND COMMISSION OF ATHENS-CLARKE COUNTY, GEORGIA:

WHEREAS, a vacancy in the office of the Judge of the Municipal Court of Athens-Clarke County occurred on March 1, 2023; and

WHEREAS, a vacancy in the office of Administrative Hearing Officer occurred on March 1, 2023; and

WHEREAS, pursuant to § 1-4-17 (f) of the Code of Athens-Clarke County, Georgia, "[i]n the event of any vacancy in the office of a municipal court judge for any cause… one or more judges to fill the vacancy shall be nominated by the Mayor and confirmed or rejected by the Commission" to serve "for a term as set by resolution of the Mayor and Commission" and such appointment "may be either full-time or part-time"; and

WHEREAS, pursuant to § 1-4-17 (f) of the Code of Athens-Clarke County, Georgia, Mayor Kelly Girtz has nominated State Court Judge Ryan S. Hope to serve as part-time Judge of the Municipal Court of Athens-Clarke County from March 8, 2023, through April 16, 2023; and

WHEREAS, pursuant to § 1-5-1 (6) of the Code of Athens-Clarke County, Georgia, "[i]n the event of any vacancy in the office of administrative hearing officer for any cause… one or more persons to fill the vacancy shall be nominated by the mayor and confirmed or rejected by the commission" to serve "for a term as set by resolution of the mayor and commission;" and

WHEREAS, pursuant to § 1-5-1 (6) of the Code of Athens-Clarke County, Georgia, Mayor Kelly Girtz has nominated State Court Judge Ryan S. Hope to serve as part-time Administrative Hearing Officer from March 8, 2023, through April 16, 2023; and

WHEREAS, the Mayor and Commission of Athens-Clarke County, Georgia, desire to appoint said nominee pursuant to the office of Judge of the Municipal Court of Athens-Clarke County, Georgia, for such term; and

WHEREAS, the Mayor and Commission of Athens-Clarke County, Georgia, desire to appoint said nominee pursuant to the office of Administrative Hearing Officer of Athens-Clarke County, Georgia, for such term.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Commission of Athens-Clarke County, Georgia:

Section 1. Ryan S. Hope, a member in good standing of the State Bar of Georgia, is hereby confirmed and appointed as part-time Judge of the Municipal Court of Athens-Clarke County, Georgia, to serve for a term beginning on March 8, 2023, and concluding on April 16, 2023, at midnight.

Section 2. The Judge so appointed shall have the authority under § 1-4-18 of the Code of Athens-Clarke County, Georgia, to appoint standby associate judges as they deem necessary.

Section 3. Ryan S. Hope, a member in good standing of the State Bar of Georgia, is hereby confirmed and appointed as part-time Administrative Hearing Officer, to serve for a term beginning on March 8, 2023, and concluding on April 16, 2023, at midnight.

Section 4. The Administrative Hearing Officer so appointed shall have the authority under § 1-5-1 (5) of the Code of Athens-Clarke County, Georgia, to appoint hearing officers pro hac vice as they deem necessary.

Section 5. Ryan S. Hope has agreed that he shall be compensated for his services as Judge and Administrative Hearing Officer solely through his salary as a State Court Judge.

SO RESOLVED, this ____ day of March, 2023.

By:_____
Mayor

Attest:_____
Clerk of Commission

Athens-Clarke County Contract Awards
In Excess of $10,000 - January 2023

Contract Award Date	Vendor Name	Commodity or Service	Contract Amount	Department	Funding Source
Manager Awarded Contracts: Total $195,764.59					
01/09/2023	PROLOGIC ITS LLC	Mobile Data Terminals	195,764.59	Police Field Operations Bureau	General Capital Projects Fund
Purchasing Awarded Contracts: Total $1,044,704.42					
01/05/2023	AMERICAN TRAFFIC SOLUTIONS INC	Traffic Speed Zone Invoicing	83,250.00	Police Field Operations Bureau	Special Programs Spec Rev Fund
01/05/2023	JAMES-BATES-BRANNON-GROOVER LLP	Settlement - Estate of Henry Faust	50,000.00	Safety & Risk	Self Funded Insurance & Claims Intr Serv
01/05/2023	CANNON COCHRAN MANAGEMENT SERVICES INC	Funding Reimbursement	30,508.99	Safety & Risk	Self Funded Insurance & Claims Intr Serv
01/05/2023	WADE FORD INC	2023 Maverick Hybrid Truck	23,935.00	Fleet Management	Fleet Replacement Intr Serv Fund
01/05/2023	Triple Tech LLC	Software: Learning Management System	10,625.00	Organizational Development	General Capital Projects Fund
01/05/2023	HANSON AGGREGATES INC	Aggregates for Johnson Drive Project	10,200.00	Water & Sewer Administration	Water & Sewer Construction Ent Fund
01/11/2023	WADE FORD INC	2022 Ford Ranger 4WD Truck	32,100.00	Fleet Management	Fleet Replacement Intr Serv Fund
01/11/2023	THE SEGAL COMPANY INC	Consultation Services - Minimum Wage Analysis	28,000.00	Human Resources	General Fund
01/11/2023	MAXAIR MECHANICAL LLC	Claim: Cooling Tower Repair at Library	10,000.00	Safety & Risk	Self Funded Insurance & Claims Intr Serv
01/12/2023	WADE FORD INC	Ranger 4X4 Supercab	31,060.00	Transportation & Public Works	Storm Water Utility Ent Fund
01/13/2023	UTILICOM SUPPLY ASSOCIATES LLC	Signal Replacements	26,682.80	Transportation & Public Works	General Capital Projects Fund
01/13/2023	UTILICOM SUPPLY ASSOCIATES LLC	Signal Monitor for replacements	24,214.32	Transportation & Public Works	General Capital Projects Fund
01/13/2023	SUPER PRODUCTS LLC	Vacuum Truck Rental	12,925.00	Streets & Drainage	Storm Water Utility Ent Fund
01/17/2023	DOMINION VOTING SYSTEMS, INC	Annual Hardware Warranties	55,550.99	Board of Elections	General Fund
01/17/2023	Restore Pros LLC	Claim: Remediation at 402 McKinley (Water Damage)	50,000.00	Safety & Risk	Self Funded Insurance & Claims Intr Serv
01/17/2023	Restore Pros LLC	Claim: Remediation - Burst Pipe ACC Recycling	12,171.18	Safety & Risk	Self Funded Insurance & Claims Intr Serv
01/19/2023	ATHENS REGIONAL LIBRARY	Reimbursement for Books/Audio Visual	44,024.55	Program Administration	SPLOST 2011 Cap Proj Fund
01/19/2023	GOFORTH WILLIAMSON INC	Rebuild Pump - Beacham	25,985.00	Plant Maintenance	Water & Sewer Ent Fund
01/20/2023	TRANSAFE INC	Solar Powered Message Boards	40,350.00	Transportation & Public Works	Storm Water Utility Ent Fund
01/20/2023	GEORGIA INTERLOCAL RISK MANAGEMENT AGENC	Firefighter Long-term Disability & Lump Sum Benefit	12,683.65	Safety & Risk	Self Funded Insurance & Claims Intr Serv
01/23/2023	KAPSCH TRAFFICCOM IVHS INC	Software Support Maintenance Agreement	63,558.00	Public Utilities	Water & Sewer Construction Ent Fund
01/23/2023	HACH COMPANY	Spectrometer	14,428.00	Public Utilities	Water & Sewer Construction Ent Fund
01/24/2023	TRANSAFE INC	Square Sign Post and Hardware	15,528.00	Transportation & Public Works	General Capital Projects Fund
01/25/2023	FISHER SCIENTIFIC COMPANY	Dishwasher	18,351.17	Public Utilities	Water & Sewer Construction Ent Fund
01/25/2023	EUTEK SYSTEMS INC	Repair Parts for Grit Snail at North Oconee	13,829.58	Plant Maintenance	Water & Sewer Ent Fund
01/25/2023	UNIVERSITY OF GEORGIA	Fees: FY23 Spring Athens Peer Court	10,000.00	Juvenile Court	General Fund
01/26/2023	ZICLACITIES S L	Roadway Supplies for Prince Avenue	30,479.00	Program Administration	TSPLOST 2018 Cap Proj Fund
01/26/2023	GOFORTH WILLIAMSON INC	Rebuild Pump - Cedar Creek	27,500.00	Plant Maintenance	Water & Sewer Ent Fund
01/27/2023	CONVERGE TECHNOLOGY SOLUTIONS US LLC	IT Hardware: Switch Replacements	71,897.36	Information Technologies	General Capital Projects Fund
01/30/2023	HYDRA SERVICE (E) INC	Spare Parts for Sulzer Pump	31,684.58	Plant Maintenance	Water & Sewer Ent Fund
01/30/2023	INSIGHT PUBLIC SECTOR	New Server - Downtown Cameras / Communications	26,670.20	Police Field Operations Bureau	General Capital Projects Fund
01/30/2023	Display Chanel Inc	Digital Drafting Table	11,049.05	Public Utilities	Water & Sewer Construction Ent Fund
01/31/2023	ALAN JAY FLEET SALES	2023 Toyota Rav4 Hybrid	95,463.00	Building Permits & Inspections	Building Inspection Spec Rev Fund
Number of Contracts	**34**	**Total of Contract Awarded**	**$ 1,240,469.01**	Submitted by: Jessica Beri Purchasing Administrator February 10, 2023	