Prior to 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 5-6-2024 REVISED 5-7-2024

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

TUESDAY, MAY 7, 2024, **6:00 P.M.**

CLARKE COUNTY SCHOOL DISTRICT VERNON PAYNE MEETING HALL

595 PRINCE AVENUE

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, April 2; Friday, May 3, and non-voting meetings of Tuesday, April 9 and Tuesday, April 16, 2024.

C. Written communications

D. Suspension of Rules related to public input

E. 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 SUSPENDED TO PROVIDE THAT MEMBERS OF THE PUBLIC MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO TWO MINUTES WITH A 30 SECOND REMINDER AT ONE AND A HALF MINUTES.

F. 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: Ordinance for recommendation related to invasive plant species
2. ADOPT: Ordinance to change to the ACCGov Code of Ordinances, Deferred Compensation Board
3. ADOPT: Ordinance to request for approval of modification to ACCGov Code of Ordinances Chapter 1-14 Personnel System §1-14 - Pension Plan
4. ADOPT: Ordinance for approval of Donated Leave Pool Policy to replace Mayor and Commission approved policy and to revise ACCGov Personnel System § 1-9-7 (l). Leaves of Absence - Donated Leave.
5. ADOPT: Ordinance for Georgia Accountability Court funding program grants – Western Judicial Circuit
6. ADOPT: Ordinance for FY2025 Congressionally Directed Spending (CDS) from the Office of Senator Raphael Warnock (D-GA) for police communications equipment upgrades
7. ADOPT: Ordinance for FY2025 Congressionally Directed Spending (CDS) from the Office of Senator Jon Ossoff (D-GA) for replacement of law enforcement protective equipment elements

8. ADOPT: Ordinance for FY25 Congressionally Directed Spending (CDS) request from the Office of Senator Jon Ossoff to augment the recruitment and retention of law enforcement officers

9. ADOPT: Ordinance for HUD Preservation and Reinvestment Initiative for community enhancement (manufactured housing) grant application
10. APPROVE: 2024 Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) Safety Action Plan (SAP) application submittal

11. APPROVE: Ratification of an emergency purchase order for the replacement of a chiller at the East Athens Dance Center

12. APPROVE: Easement across 375 Satula Avenue to support existing private water and sewer service

13. APPROVE: Extension of non-profit leases for FY25

14. APPROVE: SPLOST 2020 Project 11, Sub-Project #8: LED Lighting Retrofit

15. APPROVE: SPLOST 2020 Project 11, Sub-Project #7: Metered Equipment Electrification Initiative

16. APPROVE: SPLOST 2020 Project 30, Airport Capital Improvement proposed project concept - Airport parking lot project

17. APPROVE: TSPLOST 2018, Project 01, Airport Capital Improvement proposed project concept, Taxiway B Pavement Rehabilitation and Lighting Project

18. APPROVE: TSPLOST 2018 Project 03, Bus Stop & Transfer Facility Improvements – Proposed project concept for transit transfer facility at the mall redevelopment location

19. APPROVE: FY25 HOME Annual Action Plan V

20. APPROVE: RFP 24034 - ACCGov Space Allocation Study

G. Public input. If you wish to address the Mayor and Commission on any other item (#21 - 28) 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 SUSPENDED TO PROVIDE THAT MEMBERS OF THE PUBLIC MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO TWO MINUTES WITH A 30 SECOND REMINDER AT ONE AND A HALF MINUTES.

H. Old business

21. CY24 Pavement Maintenance Program – Roadway list, project resolution & contract renewal – **Staff requests this item be HELD**

22. FY25 Community Partnerships Program (CPP) funding recommendations. (Tuesday, March 19, 2024)

23. SPLOST 2020 Project 06, Fire Station #5 Replacement, Proposed revised site selection criteria

24. Adoption of revised FY2023-2025 Strategic Plan

25. FY25 Community Development Block Grant (CDBG) Annual Action Plan V

26. Approval of ARPA homelessness funding recommendations

27. Approve additional funding for Alternative Response Team (ART) in FY2024

I. New business – Consider under suspension of Rules

28. Appointments to various boards, authorities and commissions

J. Public input. Rules of Commission suspended to provide that members of the public interested in speaking at the end of the meeting on items that are not on the agenda must sign up prior to 6:00 PM on a list that will be available at the meeting. The Mayor Pro Tempore, who will be chairing the May 7 meeting, will call signed up speakers to the podium for their public input which is limited to two minutes with a 30 second reminder at one and a half minutes.

K. Receive report from Mayor

L. Receive report from Manager

29. Contract awards in excess of $10,000 for month of March 2024

M. Receive report from Auditor

N. Receive report from Attorney

O. Receive input from Commissioners

P. 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_Guest.

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

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

SECTION 1. Section 3-5-9 entitled "*Control of vegetation*" of the Code of Athens-Clarke County, Georgia, is hereby amended by deleting the section in its entirety and the following new section is inserted in lieu thereof so that it now reads as follows:

"Sec. 3-5-9. – Control of vegetation.

(a) *Definitions*. The following definitions shall apply to this section:

(1) *Herbaceous* means a vascular plant that has little to no persistent woody tissue. Herbaceous plants are commonly categorized as annual, biennial, or perennial.

(2) *Invasive plant* means a plant species that (a) is not native to a specified geographic area, (b) was introduced by humans (intentionally or unintentionally), and (c) does or can cause environmental or economic harm or harm to humans. Specific invasive plant species within Athens-Clarke County are defined as Category 1, Category 1 Alert, and Category 2 plants, excepting turf grasses (i.e., Bermuda grass), by the Georgia Invasive Species Council ("GISC") Invasive Plant List, which is maintained by the University of Georgia's Center for Invasive Species and Ecosystem Health and is available online at https://gainvasivespeciescouncil.org/list/invasive-plants/. Further, the Athens-Clarke County Sustainability Office has identified additional plants that are, as yet, not listed as Category 1, Category 1 Alert, or Category 2 plants by the GISC but that spread aggressively in Athens-Clarke County, are not native to Athens-Clarke County's specific Piedmont ecoregion, and cause substantial harm to Athens-Clarke County's ecosystem. As such, the following plants shall also be considered invasive plants within Athens-Clarke County: Euonymus fortunei (Winter Creeper), Mahonia bealei (Leatherleaf Mahonia), Perilla frutescens (Perilla Mint aka Beefsteak Plant or Chinese Basil), Prunus laurocerasus (Cherry Laurel), Pyrus calleryana (Bradford Pear aka Callery pear), and Ulmus parvifolia (Chinese Elm).

(3) *Invasive plant owner* means any owner who permits an invasive plant to grow or remain on the owner's property, even if the invasive plant has spread from an adjoining property or was planted by someone else. An owner on whose property an invasive plant has spread is not considered an invasive plant owner as long as that owner, on discovering the spread of the invasive plant, initiates and diligently pursues its removal, including through private legal remedies; however, reporting an invasive plant to the Unified Government's Code Enforcement Division does not constitute such a remedy.

(4) *Managed natural landscapes* means a designed, intentional and maintained cultivation of native or non-native, but not invasive, grasses, sedges, wildflowers, forbs, ferns, shrubs, or trees that is self-sustaining with minimal resort to artificial methods of plant care and that serves at least one of the following purposes:

a. The attraction and aid of wildlife;

b. The offset and control of a potential or existing soil loss program;

c. The enrichment or stabilization of soil fertility;

d. Pest control;

e. Governmental programs, including without limitation stormwater control;

f. Educational studies;

g. Food production;

h. Establishment of or restoration of native plant habitats.

(5) *Ornamental plants* means perennials, annuals, shrubs and woody plants, and groundcovers purposefully planted, cultivated and managed for aesthetic reasons. An invasive plant shall not be considered an ornamental plant.

(6) *Owner* means the current owner of record as shown by the records of the tax commissioner and by the deed records of the clerk of superior court for the current calendar year.

(7) *Person in possession of property* means a person or persons or entity in physical possession or control of a property pursuant to lease or other lawful possessory interest.

(8) *Structure* shall mean any structure attached to the ground which has a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind.

(9) *Turf grass* means grasses commonly used in regularly-cut lawns or play areas, whether alive, dormant or dead, including the following types: fescue, Bermuda, ryegrass, centipede, bluegrass or zoysia or blends thereof, intended to be maintained at a height of no more than ten inches.

(10) *Weeds* means any and all vegetation, including without limitation Japanese honeysuckle, kudzu, jimson, burdock, dandelion, crabgrass, Johnson grass, or any invasive plant, that is not managed or maintained by the owner or person in possession of property on which all such vegetation is located which exceeds the height restrictions in this section, but shall exclude trees, ornamental plants (excepting those ornamental plants that are also categorized as invasive plants (e.g., Nandina domestica, Phyllostachys aurea, Ligustrum sinense, and others)), vegetable gardens and managed natural landscapes.

(b) *Height restrictions.*

(1) Except as otherwise provided in subparagraph (2), every owner or person in possession of a lot or lands within Athens-Clarke County shall cause the lot or lands to be kept free from herbaceous weeds, vining weeds, and turf grasses over ten inches in height by cutting and disposing of said cut herbaceous and/or vining weeds and turf grasses immediately. Such cut herbaceous and/or vining weeds and turf grasses may be removed from the lot or parcel and disposed in accordance with applicable law or maintained onsite as mulch.

(2) The prohibition in the preceding sub-paragraph shall not apply to the following:

a. Any parcel in the Agricultural Residential (AR) zone greater than one acre in size;

b. Any parcel within a single-family residential zoning classification that is greater than three acres in size;

c. Forest regeneration areas or future forest areas established and approved in accordance with Chapter 8-7 of this Code;

d. A parcel that is undeveloped as defined in § 5-5-3 (a) of this Code;

e. Stormwater management facilities permitted in accordance with Chapter 5-4 of this Code.

(c) *Vegetation adjacent to structures*. Every owner or person in possession of a lot or lands within Athens-Clarke County shall maintain such property so that any type of vegetation described in this section (i) shall remain clear of a structure's windows, doors, eaves, soffits, fascia, roof, utility meters, or exterior air conditioning units, or (ii) shall not obstruct or impede pedestrian or vehicular passage upon driveways and at least one pedestrian walkway serving an entrance door of a structure.

(d) *Managed natural landscapes.*

(1) Vegetation within managed natural landscapes shall not be permitted to overhang or encroach onto any public or private properties or public sidewalks or streets adjacent to such lots or lands.

(2) Managed natural landscapes shall not include turf grass lawns or areas left unattended for the purpose of returning to a natural state.

(e) *Containment of Invasive Plants*.

(1) An invasive plant owner shall not allow an invasive plant that is capable of spreading by runners, roots, vines, stems, bulbils, or rhizomes to spread from the invasive plant owner’s property to any public right-of-way or any adjoining property not owned by the invasive plant owner.

(2) An invasive plant owner shall contain any invasive plant so as to keep said invasive plant from spreading by runners, roots, vines, stems, bulbils, or

rhizomes onto any public right-of-way or adjoining property not owned by the invasive plant owner.

(f) A violation of this section shall be punished as provided for in section 1-1-5 of this Code. No citation shall be issued for a violation of this section until oral or written notice of such violation has first been given to the owner or person in possession of the property that is the subject of the violation."

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. The Clerk of Commission is authorized, in consultation with the Athens-Clarke County Attorney, to correct any scrivener's errors that may be found in this Ordinance after the adoption and approval hereof.

SECTION 4. This Ordinance shall become effective once approved by the Mayor or as set forth in Section 2-204 of the Charter of the Unified Government of Athens-Clarke County, Georgia.

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

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

SECTION 1. Section 3-13-2 entitled "*Definitions*" of the Code of Athens-Clarke County, Georgia, is hereby amended by deleting subsection (a)(13) in its entirety and the following new subsection is inserted in lieu thereof so that it now reads as follows:

"Sec. 3-13-2. - Definitions.

(a) Specific terms defined. As used in this chapter, the following words, terms and definitions shall apply:

13. "Undesirable vegetation" means plants, which due to natural growth characteristics, constitute a negative effect on public safety, public health or public welfare, which includes invasive plants as defined in Section 3-5-9(a)."

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. The Clerk of Commission is authorized, in consultation with the Athens-Clarke County Attorney, to correct any scrivener's errors that may be found in this Ordinance after the adoption and approval hereof.

SECTION 4. This Ordinance shall become effective once approved by the Mayor or as set forth in Section 2-204 of the Charter of the Unified Government of Athens-Clarke County, Georgia.

Legislative Review Committee
Commission Report

SUBJECT: Recommendation Related to Invasive Plant Species

DATE: March 30, 2024

PURPOSE: This report provides the Mayor and Commission with a recommendation from the Legislative Review Committee concerning modifications to the Code of Ordinances related to invasive plant species.

HISTORY:

1. On September 5, 2023, Mayor Girtz assigned to the Legislative Review Committee (LRC) the topic, "Examine modifications to the Code of Ordinances related to invasive plant species, specifically identify means by which bamboo and other plant species in the ordinance can be mitigated."

2. At the October 5, 2023, meeting, the LRC discussed the topic. Staff introduced the topic and highlighted that there were two potential aspects that could be addressed under the charge, including:
    - Public nuisance of invasive plant species and how they might impact neighbors; and
    - New developments and preventing new plantings of invasive plant species.

    Staff shared that the Code of Ordinances did not currently provide a definition for invasive plant species. Code Enforcement staff explained that they have had only about a dozen of complaints specifically call out an invasive species of some nature. Kudzu, English ivy, and bamboo were three invasives that Code Enforcement have dealt with in cases previously. They also explained that there was a case regarding bamboo that was investigated, but it was determined that the case could not be pursued due to specific language regarding bamboo being missing from the ordinance.

3. During the November 2, 2023, meeting, staff shared a proposed definition for invasive plant for the Committee's consideration. Sustainability Office staff also provided an overview of the categories of invasive plants, which plants are captured under each list, and if those plants have been identified within the boundaries of Athens-Clarke County. Staff recommended focusing on Category 1, Category 1 Alerts, and Category 2 invasive species rather than expanding any definition to also include Category 3 or Category 4 invasive plant species. The Committee also discussed the Athens-Clarke County tree list and any potential contradictions to the list if the proposed definition of invasive species were adopted.

4. At the January 4, 2024, meeting, the LRC discussed education and outreach opportunities related to invasive plant species. Assistant Manager Jones shared that, if the proposed definition of invasive plant species is adopted, staff will move forward with automatically removing any invasive plants from the Athens-Clarke County tree list. The Committee also discussed the feasibility of requiring developers to remove trees that were categorized as invasive; while this likely could be done technically, the Committee discussed the potential impact to the cost of development.

5. At the February 1, 2024, meeting, the Committee continued discussion on this topic. The Committee voted unanimously to approve the staff-recommended proposed definition of invasive plant. The Committee also reviewed considerations for enforcement. The LRC voted unanimously to move forward with a complaint-driven enforcement process.

6. At the March 7, 2024, meeting, the Committee reviewed a staff-recommended modifications to the Code of Ordinances to address the invasive plant definition, including Sec. 3-5-9, Control of vegetation, and Sec. 3-13-2, Definitions for nuisance abatement. The Committee unanimously approved the staff-recommended modifications to the Code of Ordinances and advanced them to the full Mayor and Commission for consideration.

RECOMMENDATIONS:
The Legislative Review Committee recommends adoption of the attached modifications to Sec. 3-5-9 Control of vegetation ordinance (**Attachment #1**) and Sec. 3-13-2 Definitions ordinance (**Attachment #2**).



4/4/24

Carol Myers, Chair
Legislative Review Committee

Date:

ATTACHMENTS:
Attachment #1 – Recommended modifications to Sec. 3-5-9 ordinance
Attachment #2 – Recommended modifications to Sec. 3 -13-2 ordinance

Sec. 3-5-9. Control of vegetation.

(a) *Definitions*. The following definitions shall apply to this section:

(1) *Herbaceous* means a vascular plant that has little to no persistent woody tissue. Herbaceous plants are commonly categorized as annual, biennial, or perennial.

(2) *Invasive plant* means a plant species that (a) is not native to a specified geographic area, (b) was introduced by humans (intentionally or unintentionally), and (c) does or can cause environmental or economic harm or harm to humans. Specific invasive plant species within Athens-Clarke County are defined as Category 1, Category 1 Alert, and Category 2 plants, excepting turf grasses (i.e., Bermuda grass), by the Georgia Invasive Species Council ("GISC") Invasive Plant List, which is maintained by the University of Georgia's Center for Invasive Species and Ecosystem Health and is available online at https://gainvasivespeciescouncil.org/list/invasive-plants/. Further, the Athens-Clarke County Sustainability Office has identified additional plants that are, as yet, not listed as Category 1, Category 1 Alert, or Category 2 plants by the GISC but that spread aggressively in Athens-Clarke County, are not native to Athens-Clarke County's specific Piedmont ecoregion, and cause substantial harm to Athens-Clarke County's ecosystem. As such, the following plants shall also be considered invasive plants within Athens-Clarke County: Euonymus fortunei (Winter Creeper), Mahonia bealei (Leatherleaf Mahonia), Perilla frutescens (Perilla Mint aka Beefsteak Plant or Chinese Basil), Prunus laurocerasus (Cherry Laurel), Pyrus calleryana (Bradford Pear aka Callery pear), and Ulmus parvifolia (Chinese Elm).

(3) *Invasive plant owner* means any owner who permits an invasive plant to grow or remain on the owner's property, even if the invasive plant has spread from an adjoining property or was planted by someone else. An owner on whose property an invasive plant has spread is not considered an invasive plant owner as long as that owner, on discovering the spread of the invasive plant, initiates and diligently pursues its removal, including through private legal remedies; however, reporting an invasive plant to the Unified Government's Code Enforcement Division does not constitute such a remedy.

(4) *Managed natural landscapes* means a designed, intentional and maintained cultivation of native or non-native, but not invasive, grasses, sedges, wildflowers, forbs, ferns, shrubs, or trees that is self-sustaining with minimal resort to artificial methods of plant care and that serves at least one of the following purposes:

a. The attraction and aid of wildlife;

b. The offset and control of a potential or existing soil loss program;

c. The enrichment or stabilization of soil fertility;

d. Pest control;

e. Governmental programs, including without limitation stormwater control;

f. Educational studies;

g. Food production;

h. Establishment of or restoration of native plant habitats.

(~~2~~5) *Ornamental plants* means perennials, annuals, shrubs and woody plants, and groundcovers purposefully planted, cultivated and managed for aesthetic reasons. An invasive plant shall not be considered an ornamental plant.

(6~~3~~) *Owner* means the current owner of record as shown by the records of the tax commissioner and by the deed records of the clerk of superior court for the current calendar year.

(7) *Person in possession of property* means a person or persons or entity in physical possession or control of a property pursuant to lease or other lawful possessory interest.

(8~~5~~) *Structure* shall mean any structure attached to the ground which has a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind.

(9~~6~~) *Turf grass* means grasses commonly used in regularly-cut lawns or play areas, whether alive, dormant or dead, including the following types: fescue, Bermuda, ryegrass, centipede, bluegrass or zoysia or blends thereof, intended to be maintained at a height of no more than ten inches.

(10~~7~~) *Weeds* means any and all vegetation, including without limitation Japanese honeysuckle, kudzu, jimson, burdock, ~~ragweed, thistle, cocklebur,~~ dandelion, crabgrass, ~~or~~ Johnson grass, or any invasive plant, that is not managed or maintained by the owner or person in possession of property on which all such vegetation is located which exceeds the height restrictions in this section, but shall exclude trees, ornamental plants (excepting those ornamental plants that are also categorized as invasive plants (e.g., Nandina domestica, Phyllostachys aurea, Ligustrum sinense, and others)), vegetable gardens and managed natural landscapes.

(b) *Height restrictions.*

(1) Except as otherwise provided in subparagraph (2), every owner or person in possession of a lot or lands within Athens-Clarke County shall cause the lot or lands to be kept free from herbaceous weeds, vining weeds, and turf grasses over ten inches in height by cutting and disposing of said cut herbaceous and/or vining weeds and turf grasses immediately. Such cut herbaceous and/or vining weeds and turf grasses may be removed from the lot or parcel and disposed in accordance with applicable law or maintained onsite as mulch.

(2) The prohibition in the preceding sub-paragraph shall not apply to the following:

a. Any parcel in the Agricultural Residential (AR) zone greater than one acre in size;

b. Any parcel within a single-family residential zoning classification that is greater than three acres in size;

c. Forest regeneration areas or future forest areas established and approved in accordance with Chapter 8-7 of this Code;

d. A parcel that is undeveloped as defined in § 5-5-3 (a) of this Code;

e. Stormwater management facilities permitted in accordance with Chapter 5-4 of this Code.

(c) *Vegetation adjacent to structures*. Every owner or person in possession of a lot or lands within Athens-Clarke County shall maintain such property so that any type of vegetation described in this section (i) shall remain clear of a structure's windows, doors, eaves, soffits, fascia, roof, utility meters, or exterior air conditioning units, or (ii) shall not obstruct or impede pedestrian or vehicular passage upon driveways and at least one pedestrian walkway serving an entrance door of a structure.

(d) *Managed natural landscapes.*

(1) Vegetation within managed natural landscapes shall not be permitted to overhang or encroach onto any public or private properties or public sidewalks or streets adjacent to such lots or lands.

(2) Managed natural landscapes shall not include turf grass lawns or areas left unattended for the purpose of returning to a natural state.

(e) *Containment of Invasive Plants*.

(1) An invasive plant owner must not allow an invasive plant that is capable of spreading by runners, roots, vines, stems, bulbils, or rhizomes to spread from the invasive plant owner's property to any public right-of-way or any adjoining property not owned by the invasive plant owner.

(2) An invasive plant owner must contain any invasive plant so as to keep said invasive plant from spreading by runners, roots, vines, stems, bulbils, or rhizomes onto any public right-of-way or adjoining property not owned by the invasive plant owner.

(fe) A violation of this section shall be punished as provided for in section 1-1-5 of this Code. No citation shall be issued for a violation of this section until oral or written notice of such violation has first been given to the owner or person in possession of the property that is the subject of the violation.

(Ord. of 3-7-2017(1), § 1)

Sec. 3-13-2. Definitions.

(a) *Specific terms defined.* As used in this chapter, the following words, terms and definitions shall apply:

(1) "Applicable codes" means (A) any optional housing or abatement standard provided in Chapter 2 of Title 8 as adopted by ordinance or operation of law, or other property maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property; (B) any fire or life safety code as provided for in Chapter 2 of Title 25 of the Official Code of Georgia Annotated (O.C.G.A.); and (C) any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in Chapter 2 of Title 8 of the Official Code of Georgia Annotated (O.C.G.A.) after October 1, provided that such building or minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

(2) "Closing" means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

(3) "Drug crime" means an act which is a violation of Article 2 of Chapter 13 of Title 16 of the Official Code of Georgia Annotated, known as the "Georgia Controlled Substances Act."

(4) "Dwellings, buildings, or structures" means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this chapter, the term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

(5) "Governing authority" means the mayor and commission of Athens-Clarke County, Georgia.

(6) "Interested party" means:

a. Owner;

b. Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;

c. Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9;

d. Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the petitioner or records maintained in the Athens-Clarke County Courthouse or by the clerk of the court. "Interested party" shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected; and

e. Persons in possession of said property and premises.

(7) "Municipal court" means the municipal court of Athens-Clarke County, Georgia.

(8) "Owner" means the holder of the title in fee simple and every mortgagee of record.

(9) "Public authority" means any member of a governing authority, any housing authority officer, or any officer who is in charge of any department or branch of the government of Athens-Clarke County, or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in Athens-Clarke County.

(10) "Public officer" means the officer or officers who are authorized by O.C.G.A. §§ 41-2-7 through 41-2-17 and by this chapter to exercise the powers prescribed by this chapter or any agent of such officer or officers. For the purposes of this chapter the manager, or designees, shall exercise the primary responsibilities prescribed by this chapter and shall be the "public officer" defined in O.C.G.A. § 41-2-8(10). The Athens-Clarke County Director of Building Inspection, or his designees, is hereby designated as the public officer as defined herein.

(11) "Repair" means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(12) "Resident" means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose."

(13) "Undesirable vegetation" means plants, which due to natural growth characteristics, constitute a negative effect on public safety, public health or public welfare, which includes invasive plants as defined in Section 3-5-9(a).

(b) *Definitions incorporated by reference.* To the extent not stated above, the definitions set forth in O.C.G.A. § 41-2-8 are incorporated herein by reference.

(Ord. 10-6-92, § 1; Ord. of 11-2-99, §§ 2, 3; Ord. of 12-7-2004, § 2)

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

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

SECTION 1. Section 1-26-4 of the Code of Athens-Clarke County, Georgia, entitled "*Powers and Duties of the Deferred Compensation Board*," is hereby amended by inserting a new paragraph (xii) into sub-section (b) thereof that shall read as follows:

> (xii) Perform all other duties and tasks usually associated with administration of Deferred Compensation Plans, except for changing, increasing, or decreasing employer contributions to any Deferred Compensation Plan (or the vesting thereof) and those powers and duties otherwise explicitly reserved by the Mayor and Commission in this Chapter.

Furthermore, the present paragraph (xii) in sub-section (b) of said Code section shall be renumbered to paragraph (xiii) and shall henceforth read as follows:

> (xiii) Other duties regarding or pertaining to Deferred Compensation Plans that may from time-to-time be delegated to the Board by the Mayor and Commission.

SECTION 2. Section 1-26-4 of the Code of Athens-Clarke County, Georgia, entitled "*Powers and Duties of the Deferred Compensation Board*," is hereby further amended by inserting a new sub-section (d) that shall read as follows:

> (d) The Human Resources Director shall serve as the day-to-day administrator of all Deferred Compensation Plans, and shall implement the procedures, policies, and decisions adopted or approved by the Board. The Human Resources Director may appoint staff to assist in the day-to-day administration of Deferred Compensation Plans. The Human Resources Director or his designee is authorized to sign any forms or other documents necessary and incidental to the day-to-day administration of Deferred Compensation Plans.

Furthermore, the present sub-section (d) of said Code section shall be redesignated as sub-section (e) and shall henceforth read as follows:

> (e) As necessary, the Board may submit recommendations or suggestions to the Mayor and Commission regarding Deferred Compensation Plans.

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

SECTION 4. Should any provision, paragraph, sentence, or phrase of this Ordinance be rendered or declared invalid or void by any final decision of a tribunal with competent jurisdiction or by reason of preemptive legislation, the remaining provisions, paragraphs, sentences, or phrases of this Ordinance shall be deemed severable and remain in full force and effect.

SECTION 5. This ordinance shall become effective immediately upon its approval by the Mayor or its adoption into law without such approval.

SECTION 6. The Clerk of Commission, in consultation with the County Attorney, shall have the power to correct any scrivener's errors found herein.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Change to the ACCGov Code of Ordinances, Deferred Compensation Board

DATE: March 7, 2024

EXECUTIVE SUMMARY:
On behalf of the Deferred Compensation Board, the Human Resources Department requests that the Mayor & Commission adopt changes to Chapter 1-26-4 of the Code of Athens-Clarke County, Georgia for the addition of language affirming the duties of the Board and assigning the day-to-day administration of the plan to the Human Resources Director.

BUDGET INFORMATION:

REVENUES: $0

EXPENSES: $0
ANNUAL:
CAPITAL:
OTHER:

FUNDING SOURCE:

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor & Commission adopt changes in language to Chapter 1-26-4 for the Code of Athens-Clarke County, Georgia providing for regulation and governance of Defined Contribution Plans.

HISTORY:

1. On January 4, 2000, the Mayor & Commission approved VALIC Retirement Services Company as the administrator of the ACCGOV 401(a) program. This served to establish a combined 401(a) and 457 deferred compensation program that would supplement the traditional ACCGov pension program.

2. On April 1, 2000, ACCGov commenced its first five-year initial term with VALIC, which has been reviewed every two years since.

3. On March 24, 2000, the Mayor & Commission adopted a Resolution authorizing four individuals to be empowered to execute any documents that VALIC requires relevant to the opening or maintaining of an account for the Deferred Compensation Plan (DC Plan),

including the Chairperson of the Pension Board, the Manager, the Finance Director, and the Human Resources Director/Plan Administrator.

4. On March 3, 2019, the Mayor & Commission adopted Chapter 1-26 for addition to the Code of Athens-Clarke County, Georgia providing for regulation and governance of Defined Contribution Plans and established the Deferred Compensation Board.

5. On August 16, 2023, the Deferred Compensation Board agreed by consensus that the Attorney's Office should draft changes in language for Chapter 1-26-4 for the Code of Athens-Clarke County, Georgia providing for regulation and governance of Defined Contribution Plans.

6. On February 1, 2024, the Deferred Compensation Board and Pension Board held a joint Special Called Meeting to receive plan design actuarial analyses from Aon, a consulting firm that serves as actuary of the Pension Fund and consultant to the Deferred Compensation Board. The boards also discussed potential ACCGov Retirement Plan changes.

FACTS & ISSUES:

1. ACCGov offers four types of Employee Pension Plans:

    a. 457 Deferred Compensation Plan, which is comprised solely of employee contributions. There is no vesting period.
    b. 401(a) ACCGov Matching Fund, which is comprised solely of employer funds not to exceed one percent of employee salary. There is a five-year graduated vesting schedule at 20% per year.
    c. 401(a) Management Plan Defined Contribution, which is comprised solely of employer funds and based on contractual agreement with employees that meet the criteria for participation. Employees are vested on the first day of employment.
    d. Defined Benefit Pension Plan, which is comprised solely of employer funds and open to all full-time regular employees. Employees are vested after ten years of continuous service.

2. ACCGov currently receives consulting assistance from Aon Actuarial Services to review the current ACCGov Retirement Plan options. The Pension Board and Deferred Compensation Boards have worked with AON and held several joint sessions to:

    a. Establish a Defined Contribution Plan Loan Program;
    b. Implement Target Date Funds and eliminate default into a fixed income account;
    c. Review the current matching percentage of the 401(a) Matching Fund and eligibility requirements for the 401(a) Management Plan;
    d. Establish plan design and options for future hires;
    e. Consider recommending changes and/or enhancements for current employees.

3. This language simply allows for the alignment of signature authority for the Deferred Compensation Board to mirror that of the Pension Board, thus facilitating efficient regulation, governance, and day-to-day administration of the Defined Contribution Retirement Program.

4. This recommendation supports the following ACCGov Strategic Plan Goal Area 3: Organizational Improvement, Strategy A., Initiative 2. Become and employer of choice.

OPTIONS:

1. Mayor & Commission adopt changes in language to Chapter 1-26-4 for the Code of Athens-Clarke County, Georgia providing for regulation and governance of Defined Contribution Plans.

2. Mayor & Commission deny request.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option 1.

DEPARTMENT:
Prepared by: Laura Welch

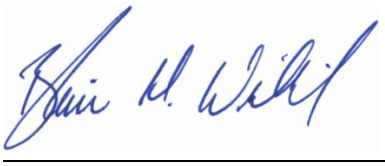


Laura Welch

March 7, 2024
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1



Manager

April 8, 2024
Date:

ATTACHMENTS:

Attachment #1 Ordinance Amending Sec. 1-26-4 DC Board Duties

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

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

SECTION 1. Section 1-26-4 of the Code of Athens-Clarke County, Georgia, entitled "*Powers and Duties of the Deferred Compensation Board*," is hereby amended by inserting a new paragraph (xii) into sub-section (b) thereof that shall read as follows:

> (xii) Perform all other duties and tasks usually associated with administration of Deferred Compensation Plans, except for changing, increasing, or decreasing employer contributions to any Deferred Compensation Plan (or the vesting thereof) and those powers and duties otherwise explicitly reserved by the Mayor and Commission in this Chapter.

Furthermore, the present paragraph (xii) in sub-section (b) of said Code section shall be renumbered to paragraph (xiii) and shall henceforth read as follows:

> (xiii) Other duties regarding or pertaining to Deferred Compensation Plans that may from time-to-time be delegated to the Board by the Mayor and Commission.

SECTION 2. Section 1-26-4 of the Code of Athens-Clarke County, Georgia, entitled "*Powers and Duties of the Deferred Compensation Board*," is hereby further amended by inserting a new sub-section (d) that shall read as follows:

> (d) The Human Resources Director shall serve as the day-to-day administrator of all Deferred Compensation Plans, and shall implement the procedures, policies, and decisions adopted or approved by the Board. The Human Resources Director may appoint staff to assist in the day-to-day administration of Deferred Compensation Plans. The Human Resources Director or his designee is authorized to sign any forms or other documents necessary and incidental to the day-to-day administration of Deferred Compensation Plans.

Furthermore, the present sub-section (d) of said Code section shall be redesignated as sub-section (e) and shall henceforth read as follows:

> (e) As necessary, the Board may submit recommendations or suggestions to the Mayor and Commission regarding Deferred Compensation Plans.

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

SECTION 4. Should any provision, paragraph, sentence, or phrase of this Ordinance be rendered or declared invalid or void by any final decision of a tribunal with competent jurisdiction or by reason of preemptive legislation, the remaining provisions, paragraphs, sentences, or phrases of this Ordinance shall be deemed severable and remain in full force and effect.

SECTION 5. This ordinance shall become effective immediately upon its approval by the Mayor or its adoption into law without such approval.

SECTION 6. The Clerk of Commission, in consultation with the County Attorney, shall have the power to correct any scrivener's errors found herein.

Sec. 1-26-4. Powers and Duties of the Deferred Compensation Board.

The Commission of Athens-Clarke County, Georgia hereby delegates to the Board the following powers and duties:

(a) The Board shall be responsible for the initial review and vetting of Deferred Compensation Plans and the providers of such plans and shall make recommendations for action to the Mayor and Commission. However, the Mayor and Commission shall retain the power to approve Deferred Compensation Plans and providers.

(b) Upon approval of Deferred Compensation Plans and/or plan providers by the Mayor and Commission, the Board shall have the following duties:

(i) Review and select investment options within each Deferred Compensation Plan.

(ii) Develop investment policy statements as necessary.

(iii) Review fees for investment options and ensure that, considering market conditions and other pertinent factors, such fees are reasonable and not excessive.

(iv) Ensure that each Deferred Compensation Plan is approved by the Internal Revenue Service as necessary.

(v) To communicate and correspond with Deferred Compensation Plan providers as necessary to perform the duties of the Board as listed herein.

(vi) To recommend changes and improvements to Deferred Compensation Plans to ensure a competitive retirement program for Employees of the Unified Government.

(vii) To consider and decide appeals from any Employee or Participant dissatisfied with any determination relating or pertaining to application for or eligibility for Deferred Compensation Plan benefits.

(viii) To review reports and valuations relating to or pertaining to Deferred Compensation Plans.

(ix) Consider comments or suggestions from Participants regarding Deferred Compensation Plans, and take action on such comments or suggestions within the powers and duties of the Board as it deems appropriate.

(x) As applicable, receive regular reports from plan providers about economic conditions and the impact of such conditions upon Deferred Compensation Plans.

(xi) Regularly review, at intervals set forth in the Board's bylaws, Deferred Compensation Plans and providers.

(xii) Perform all other duties and tasks usually associated with administration of Deferred Compensation Plans, except for changing, increasing, or decreasing employer contributions to any Deferred Compensation Plan (or the vesting thereof) and those powers and duties otherwise explicitly reserved by the Mayor and Commission in this Chapter.

(xiii) Other duties regarding or pertaining to Deferred Compensation Plans that may from time-to-time be delegated to the Board by the Mayor and Commission.

(c) In order to perform the duties listed in this code section, the Board's chair, or if the chair is absent or unavailable, the Board's vice-chair, shall be authorized to execute any necessary agreements. The Board's secretary or assistant secretary shall attest to such executions.

(d) The Human Resources Director shall serve as the day-to-day administrator of all Deferred Compensation Plans, and shall implement the procedures, policies, and decisions adopted or approved by the Board. The Human Resources Director may appoint staff to assist in the day-to-day administration of Deferred Compensation Plans. The Human Resources Director or his designee is authorized to sign any

forms or other documents necessary and incidental to the day-to-day administration of Deferred Compensation Plans.

(~~d~~e) As necessary, the Board may submit recommendations or suggestions to the Mayor and Commission regarding Deferred Compensation Plans.

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

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

SECTION 1. The introduction and table of contents to Chapter 1-14 of the Code of Athens-Clarke County, Georgia, is hereby amended by adding the word "originally" to first sentence of footnote [10] at the beginning of said Chapter, so that said sentence now reads as follows:

> Sections 1-14-1 through 1-14-14 of this chapter contain the municipality's pension plan as originally written by The Travelers Asset Management & Pension Services.

Said introduction and table of contents is further amended by adding the phrase "Article XV" between "Sec. 1-14-5" and "Pension Board," so that the reference to Section 1-14-15 now reads as follows: "Sec. 1-14-15. Article XV–Pension Board."

SECTION 2. Section 1-14-1 of the Code of Athens-Clarke County, Georgia, entitled "*Article I–Definitions*," is hereby deleted in its entirety and replaced with the following:

Sec. 1-14-1. Article I–Definitions.

The following defined terms and phrases shall apply to this chapter:

1. *Administrator* means the body which is to perform the administrative functions of this plan, as established in accordance with the section of this plan entitled "Administration."

2. *Average monthly earnings* means a participant's gross monthly salary or wages paid or accrued, which is reported by the employer to the Internal Revenue Service for income tax withholding purposes under section 3401(a) of the Code (determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed) and which shall also include any amounts that would be paid to the employee during the year but for furlough, the employee's election under a program of deferred compensation under section 457 of the Code, any amounts deducted from employee pay under a cafeteria plan described in section 125 of the Code, and any pre-tax insurance premiums, and a qualified transportation fringe benefit plan under section 132(f) of the Code, and exclude any bonus payments, car allowance, residency stipends, wellness credits, reimbursements, and imputed income on life insurance, averaged over the 36 consecutive months during the last 120 months (or the longest consecutive period of months, if less than 36) of his or her employment with the employer which produces the highest average salary or wage.

Any period of employment for which the participant is not eligible to participate in the plan—other than a period of furlough or short-term or long-term disability—shall be ignored for purposes of average monthly earnings, and such period of ineligible employment, and any period of non-employment with the employer, shall interrupt or break a period of consecutive months of employment for purposes of determining a participant's average monthly earnings.

The maximum amount of annual compensation taken into account for a particular calendar year shall not exceed the applicable limit under section 401(a)(17) of the Code, as adjusted for cost of living increases under section 401(a)(17)(B) of the Code. The annual compensation limits shall be as prescribed by section 401(a)(17) of the Code and Internal Revenue Service guidance issued thereunder.

The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined ("determination period"), beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12.

3. *Charter officer* means the manager, attorney or internal auditor as those positions are defined in the Charter.
4. *Code* means the Internal Revenue Code of 1986, as amended.

5. *Effective date* means July 1, 1992.

6. *Employee* means any person enrolled on the active employment rolls of the employer on or after the effective date of this plan and shall include leased employees within the meaning of section 414(n) of the Code to the extent required by applicable law. The term "leased employee" means a person who is not an employee of the recipient (i.e., the county) and who provides services to the recipient if such services are provided pursuant to an agreement between the recipient and the leasing organization, such person has performed services for the recipient (or for the recipient and related persons) on a substantially full-time basis for at least one year, and such services are under the primary direction or control of the recipient.

7. *Employer* means Athens-Clarke County, Georgia.

8. *ERISA* means the Employee Retirement Income Security Act of 1974, as amended.

9. *Governing authority* means the Mayor and Commission of the Unified Government of Athens-Clarke County, Georgia.

10. *Participant* means an employee or former employee who has, on or after the effective date of this plan, met the requirements of article III hereof.

11. *Plan* means Athens-Clarke County Employees' Pension Plan, as it may from time to time be amended, which is established by the employer for the purpose of providing retirement benefits for employees of the employer who are eligible to participate herein in accordance with the provisions of this plan.

12. *Plan year* means the period of 12 consecutive months beginning each July 1.

13. *Retirement benefit* means the monthly payments to which a participant shall become entitled hereunder.

14. *Retired participant* means a former participant who is retired under this plan and who is receiving retirement benefits provided for hereunder.

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise; and wherever used herein, a pronoun in the singular form shall be considered as being in the plural form unless the context clearly indicates otherwise.

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise; and wherever used herein, a pronoun in the singular form shall be considered as being in the plural form unless the context clearly indicates otherwise.

SECTION 3. Section 1-14-2 of the Code of Athens-Clarke County, Georgia, entitled "*Article II–Types of Service*," is hereby amended by deleting sub-section (6) thereof and replacing said sub-section as follows:

6. Conversion of sick leave to credited service. In connection with a participant's application for retirement benefits, unused accrued sick leave shall be converted to credited service solely for purposes of determining the participant's benefit in one of the following ways:

   (a) If the participant has attained normal retirement age, converted into an equivalent number of months and added to the total credited service; or

   (b) If the participant has not attained normal retirement age, converted into an equivalent number of months and added to the age of the participant.

For this purpose, the participant will be credited with one month of credited service or age for every 160 hours of unused accrued sick leave.

Unused sick leave accruals may not be used for increasing a participant's credited service for purposes of vesting in a benefit or increasing a participant's age or credited service for purposes of qualifying for an early retirement.
Once unused accrued sick leave is applied toward credited service or age, any unused sick leave balance will not be eligible for monetary compensation. No other leave, accrued holiday, or compensatory time may be applied toward credited service or age for retirement purposes.

SECTION 4. Section 1-14-3 of the Code of Athens-Clarke County, Georgia, entitled "*Article III–Participation*," is hereby deleted in its entirety and replaced as follows:

Sec. 1-4-3. Article III–Participation.

1. *Conditions for participation.*

   (a) Each employee who was included in the City of Athens Employees' Pension Plan or the Clarke County Pension Plan as of June 30, 1992, may elect to become a participant in this plan on the effective date. An employee who was included in the City of Athens Employees' Pension Plan or the Clarke County Pension Plan may elect to retain rights which accrued to them under their existing plan and continue to retain only rights or benefits which accrued to them under that plan. Payment for employees who elect to be covered under the old plan shall be calculated as provided in the old plan, but shall be made out of funds designated by the governing authority.

   (b) Each eligible employee, as provided in section 2 of this Article III, who was not a participant in the City of Athens Employees' Pension Plan or the Clarke County Pension Plan as of June 30, 1992, will be included in the plan as a participant on the first day of the month coincident with or next following the completion of one year of continuous service but in no event prior to July 1, 1992.

   (c) If a participant terminates employment after such participant is vested in his or her monthly accrued benefit in accordance with Article VII and such participant is re-employed, such participant shall be reinstated as a participant immediately upon his or her completion of an hour of service. Such participant shall retain all credited service accrued prior to his or her termination date.

   (d) If an employee's employment terminates prior to such employee being vested in his or her monthly accrued benefit and such employee is re-employed, such employee will be treated as a new employee upon rehire.

No credit will be given for credited service earned prior to his or her termination date.

2. *Employment classification.* For employees hired on or after July 1, 1992, and subject to the one-year continuous service requirement of section 1(b) of Article III, all full-time regular employees as classified by the County are eligible for inclusion in this plan; however, coverage is not extended to officers of the government elected by the people except as designed by the governing authority. For purposes of this plan, a full-time regular employee is an individual as specified in the Code of Athens-Clarke County, Part III—Code of Ordinances, section 1-9-5(a)(1), who on or after the effective date of the plan, is appointed pursuant to the county's Code of Ordinance and rules thereunder to work not less than 40 hours per week on a continuing (indefinite) basis. Any change to the criteria for becoming a full-time regular employee as set forth in section 1-9-5(a)(1), and thus a plan participant, shall be incorporated by reference, effective as of the date of such change, unless otherwise expressly provided. Except as indicated in this paragraph, and subject to the one-year continuous service requirement of section 1(b) of Article III, all regular employees hired on and after July 1, 1992 and before October 1, 2013, who are regularly scheduled to work at least 20 hours per week but less than full-time, are eligible for inclusion in this plan; however, coverage is not extended to officers of the government elected by the people except as designated by the governing authority. For the purpose of the preceding sentence, a "regular employee" is an individual who, on or after the effective date of the plan, is appointed pursuant to the county's Code of Ordinance and rules thereunder to work on a continuing (indefinite) basis for Athens-Clarke County. Part-time employees hired on or after October 1, 2013 are not eligible to participate in the plan.

3. *Employees from prior plans.* Former employees of the City of Athens who are retired or terminated with a vested benefit as of June 30, 1992, under the City of Athens Employee Pension Plan and former employees of the Board of Commissioners of Clarke County, Georgia, who are retired or terminated with a vested benefit as of June 30, 1992, under the Clarke County Pension Plan will have their benefits paid from the plan in the same amount as provided under the prior plan.

4. *Charter officer or certain designated employee election.* An individual who becomes a charter officer or an employee designated and determined eligible for the County's defined contribution plan by the appropriate officer of the County shall, within 30 days of appointment to such position, elect to participate either in the County's Management Plan (a defined contribution plan) or this plan. In the event such individual does not make a timely election, he or she shall become, as a default election, a participant in this plan. The terms, conditions (including any default election), forms and timing of such election shall be established by the County or its designee.

SECTION 5. Section 1-14-4 of the Code of Athens-Clarke County, Georgia, entitled "*Article IV–Retirement dates*," is hereby amended by deleting sub-sections (1) and (2) of said code section in their entirety and replacing said sub-sections as follows:

1. *Normal retirement date.* A participant's normal retirement date shall be the first day of the month coincident with or next following:

   (a) The later of the sixtieth anniversary of his or her date of birth and the completion of ten consecutive years of credited service, as defined in article VII, section 5, for those who, at the time of termination of employment with the employer, are actively working in a position that requires Peace Officer Standards and Training certification with arrest powers, regardless of the department they are in at the time of their retirement, or certified peace officers in the police department, certified firefighters in the fire department, certified peace officers in the sheriff's department or certified correctional officers in the department of corrections; or

   (b) The later of the sixty-second anniversary of his or her date of birth and the completion of ten consecutive years of credited service, as defined in article VII, section 5, or if applicable becoming partially vested as a charter officer in the case of all other participants.

2. *Early retirement date.* A participant may make a written election to retire on an early retirement date which shall be the first day of any month (as specified by the participant) coincident with or next following the:

   (a) Completion of ten consecutive years of credited service, as defined in article VII, section 5 or if applicable becoming partially vested as a charter officer; and

   (b) Attainment of age 55; and

   (c) Termination of employment with the employer.

SECTION 6. Section 1-14-5 of the Code of Athens-Clarke County, Georgia, entitled "*Article V–Accrued benefits and retirement benefits*," is hereby amended by deleting sub-sections (5) and (6) of said code section in their entirety and replacing said sub-sections as follows:

5. *Pension payment requirements.*

   (a) To qualify for a pension under the plan a participant must apply for a pension by completing and returning all forms required by the employer and terminate employment with the employer. Any application for a pension shall be made in the manner prescribed by the employer and in

accordance with rules and conditions as the employer may from time to time adopt.

(b) A participant may continue in the employ of the employer beyond his or her normal retirement date, in which event, the participant shall continue to accrue benefits in accordance with the terms of the plan.

(c) Once a participant has had a bona fide retirement and commenced his or her pension under the plan, such retiree is prohibited from subsequently working for the employer more than 1,040 hours in any fiscal year. Such subsequent employment shall not qualify for pension eligibility or additional benefits under the plan.

6. *Maximum retirement benefits.* The plan is subject to the limitations on benefits imposed by section 415 of the Code which are hereby incorporated by reference. In accordance with the benefit limitations of section 415 of the Code, each participant's annual benefit shall be limited so that the specified maximum permissible benefit, as defined herein, is not exceeded. If necessary, the participant's accrued benefit shall be limited in order to meet the requirements of section 415 of the Code. The Plan is intended to comply with the provisions of Code Section 415 so that the maximum benefits permitted under the defined benefit plans maintained by the Employer and its affiliates shall be exactly equal to the maximum amounts allowed under section 415 of the Code. Any discrepancy shall be resolved in such a way as to give full effect to the provisions of the Code.

Notwithstanding anything to the contrary, to the extent provided by section 415 of the Code, the adjustment for early retirement benefits under section 415 of the Code shall not apply to a Qualified Public Safety Participant.

The following definitions shall be used solely for the purposes of this subsection (6):

(a) *Annual benefit* means the amount of accrued benefit attributable to employer contributions which would be payable annually in the form of a single life annuity as of the date of determination; except, however, that if the participant has not yet terminated employment with the employer and has not yet reached his or her normal retirement age, the annual benefit shall mean the amount of accrued benefit attributable to employer contributions projected to such participant's normal retirement age assuming the participant will continue working and compensation will remain the same until the participant's normal retirement age.

(b) *Qualified Public Safety Participant* shall mean a participant with respect to whom the period of service taken into account in determining the amount of the benefit under this plan includes at least 15 years of credited

service of the participant as a full-time employee of any police department or fire department which is organized and operated by the employer to provide police protection, firefighting services, or emergency medical services or as a member of the armed forces of the United States.

(c) *Limitation year* means a plan year for this plan.

(d) *Maximum permissible benefit.* Notwithstanding anything in this plan to the contrary, to the extent a participant's benefit is subject to the provisions of section 415 of the Code, which have not been set forth in the plan, such Code provisions, and regulations and guidance issued thereunder, are hereby incorporated by reference into this plan and for all purposes shall be deemed a part of the plan.

SECTION 7. Section 1-14-6 of the Code of Athens-Clarke County, Georgia, entitled "*Article VI–Form and payment of benefits*," is hereby amended by adding the phrase "or until the spouse is remarried" to the first sentence of sub-section (1), paragraph (a) thereof, so that said paragraph (a) now reads as follows:

1. *Definitions.* The following definitions shall be used solely for the purposes of this section:

(a) *Normal form of retirement benefit* means, absent an election to the contrary, for an unmarried participant, the single life annuity form, which shall provide for the payment of retirement benefits to the retired participant during his or her lifetime only; and for a married participant, the joint and 50 percent survivor annuity, which shall provide for a reduced payment to the retirement participant, and, upon the participant's death, 50 percent of such amount to the participant's surviving spouse (if any) for the spouse's lifetime or until the spouse is remarried. Retirement benefits shall commence on the first day of the month coincident with or next following the date the participant actually retires and shall cease upon his or her death. No retirement benefits will be payable under this form if the participant dies before his or her annuity starting date. Spousal consent of a married participant shall be required for payment of a single life annuity or a life annuity with guaranteed monthly payments in which the spouse is not the named beneficiary.

Said Section 1-14-6 is further amended by deleting sub-section (3) thereof in its entirety and replacing said sub-section (3) as follows:

3. *Optional annuity forms of payment:* Except as otherwise specified in paragraph 3(a)(1) of this article VI, all optional annuity forms of payment are actuarially equivalent to the single life annuity.

(a) *Life annuity with guaranteed monthly payments:*

(1) In lieu of the automatic form of retirement benefit called for in section 2 of article VI, a participant may elect a life annuity with 60, 120, or 180 monthly payments guaranteed. Notwithstanding any other provision of the plan to the contrary, the life annuity with 120 monthly payments guaranteed form would provide for a benefit that is the actuarial equivalent of the accrued benefit as determined in section 1 of article V. This form would provide for the applicable actuarially equivalent retirement benefit payable to the retired participant during his or her lifetime with the guarantee that not less than a total of the specified guaranteed number of monthly retirement benefit payments will be made to the retired participant and his or her named beneficiary.

(2) If a guaranteed monthly payment form is elected and the retired participant dies prior to the receipt of the guaranteed number of monthly payments, the balance of the guaranteed number of monthly payments will be paid to the retired participant's named beneficiary until the total of the guaranteed number of monthly payments has been made to the retired participant and his or her named beneficiary. The first such payment to the beneficiary shall be due and payable as of the first day of the month following the retired participant's death.

(3) In the event there is no named beneficiary living at the death of the retired participant, the balance of the guaranteed number of monthly payments, which would otherwise have become payable to the retired participant's beneficiary, shall be commuted to a single sum and shall be paid to the executors or administrators of the retired participant's estate.

(4) If the beneficiary of a deceased retired participant should die prior to receiving the balance of the guaranteed number of monthly payments, the balance of the guaranteed number of monthly payments, which would otherwise have become payable to the retired participant's beneficiary, shall be commuted to a single sum and shall be paid to the beneficiary's executors or administrators of the beneficiary's estate.

(5) No monthly benefit will be payable under this form to a beneficiary if the participant dies before his or her annuity starting date.

(b) *Joint and 75 or 100 percent survivor annuity options:*

(1) In lieu of the automatic form of retirement benefit called for in section 2 of article VI, a married participant may elect a joint and survivor annuity option which provides a benefit that is the actuarial equivalent of the single life annuity that is payable to the retired participant during his or her lifetime and, and upon the participant’s death, for the continuance of such retirement benefits in 75 percent or 100 percent of

such amount to the participant's surviving spouse (if any) for the spouse's lifetime or until the spouse is remarried.

(2) The monthly payment to the participant's surviving spouse shall commence on the first day of the month following the month in which the retired participant dies, if the surviving spouse is then living, and shall continue monthly with the last payment due for the month in which the surviving spouse's death occurs.

(3) If the participant's surviving spouse dies before the participant's annuity starting date is attained, the normal form of retirement benefit payments will, if applicable, automatically become payable as if the applicable joint and survivor annuity option had not been elected. The retirement benefit payments will cease upon the retired participant's death.

(4) No monthly benefit will be payable under this form to the participant's surviving spouse if the participant dies before his or her annuity starting date.

(c) *Election of optional annuity forms.* A participant may elect any optional annuity form by written notice to the administrator at any time prior to his or her annuity starting date; provided, however, that the election of an optional annuity form by a married participant, other than the joint and survivor annuity options, is subject to the spousal written waiver requirements set forth in subsection 1(a) of article VI. Such election must indicate that the participant has revoked the automatic form of retirement benefit as it pertains to him or her, and that in its place has elected the optional annuity form chosen by him or her. An election of an optional annuity form may be revoked in writing by the participant at any time prior to his or her annuity starting date. In no event shall the consent of any person entitled to receive payments upon the death of the participant be required as a condition to the right of a participant to revoke any option previously elected. After an optional annuity form has been revoked, another election of an optional annuity form may be made, subject to the spousal written consent requirement for a married participant.

Said Section 1-14-6 is further amended by deleting paragraph (b) of sub-section (4) thereof and replacing it in its entirety so that said sub-section (4), paragraph (b) now reads as follows:

(b) Effective January 1, 2007, in case of a vested participant who dies while performing "qualified military service" (as defined in section 414(u)(5) of the Code), the survivors of the participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, if any, had the participant resumed and then terminated employment on account of death. If a vested participant for whom

benefits are payable in accordance with section 2 of this article VI should die during his or her service with the employer or, on or after January 1, 2007, while absent on account of qualified military service (as defined in section 414(u) of the Code), after his or her earliest retirement age and before his or her normal retirement date, then the spouse shall be entitled to a benefit of 50 percent of the participant's early retirement benefit based upon the employee's years of service through the day on which death occurred. The same shall be computed as if such deceased participant retired with a single life annuity on the first day of the month preceding death. This benefit, which shall be payable as of the first of the month following the month of the participant's death, shall be paid to the earlier of:

(1) The death of the surviving spouse; or

(2) To the date of remarriage of the surviving spouse;

provided, that this death benefit payable above shall not be given unless it is greater than any other benefit provided for by the plan and shall not be given in addition to any other benefit provided thereby.

Said Section 1-14-6 is further amended by deleting and replacing the introductory paragraph to sub-section (5) thereof and adding additional verbiage to sub-section (5), paragraph (a), sub-paragraph (2), division (i) thereof, so that the introductory paragraph of sub-section (5) and sub-section (5), paragraph (a) now reads as follows:

5. *Required distributions—Code section 401(a)(9)*. Notwithstanding any other provision of this plan, distributions under this article VI shall be determined and made in accordance with section 401(a)(9) of the Code and the regulations promulgated thereunder, including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G) (*i.e.*, Sections 1.401(a)(9)-1 through -9 of the Treasury Regulations), as these provisions may be amended by the Setting Every Community Up for Retirement Enhancement Act of 2019 (P.L. 116-94) (the "SECURE Act"), the Consolidated Appropriations Act, 2023 (P.L. 117-328) ("SECURE Act 2.0"). and any regulations promulgated thereunder. These distribution requirements override any distribution options or provisions elsewhere in the plan that are inconsistent with these requirements and are incorporated by reference herein.

(a) *Time and manner of distribution.*

(1) *Required beginning date.* The participant's entire benefit shall be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date.

(2) *Death of participant before distributions begin.* If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole beneficiary, distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½ (for participants who attained that age prior to January 1, 2020), age 72 (for participants who attained that age prior to January 1, 2023), age 73 (for participants who attain that age after December 31, 2022), and age 75 (for participants who attain that age after December 31, 2032), if later.

(ii) If the participant's surviving spouse is not the participant's sole beneficiary, distributions to the designated beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire benefit shall be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(iv) If the participant's surviving spouse is the participant's sole beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, paragraph 5(a)(2), other than subparagraph 5(a)(2)(i) above, shall apply as if the surviving spouse were the participant.

For purposes of this paragraph 5(a)(2) and subsection 5(d) below, distributions are considered to begin on the participant's required beginning date (or if subparagraph 5(a)(2)(iv) above applies, the date distributions are required to begin to the surviving spouse under subparagraph 5(a)(2)(i) above). If annuity payments irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subparagraph 5(a)(2)(i) above), the date distributions are considered to begin is the date distributions actually commence.

(3) *Form of distribution.* Unless a participant's benefit is distributed in the form of an annuity purchased from an insurance company, or in a single sum as specified in section 2 of article XIII, as of the first distribution calendar year, distributions will be made in accordance with subsections 5(b), 5(c) and 5(d) below. If the participant's benefit is

distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and U.S. Treasury Regulations.

Said Section 1-14-6 is further amended by deleting paragraph (e) to sub-section (5) thereof in its entirety and replacing said paragraph so that sub-section (5), paragraph (e) now reads as follows:

(e) *Definitions*. For purposes of this section 5, the following definitions shall apply:

(1) *Designated beneficiary* means the individual who is designated as the beneficiary under the plan and who is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-14, Q&A-14, of U.S. Treasury Regulations.

(2) *Distribution calendar year* means a calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subparagraph 5(a)(2)(i) of article VI.

(3) *Life expectancy* means the life expectancy computed by use of the Single Life Table in section 1.401(a)(9)-9 of U.S. Treasury Regulations.

(4) *Required beginning date* means April 1 of the calendar year following the calendar year in which the participant (i) attains age 70½ (for participants who attained that age prior to January 1, 2020), age 72 (for participants who attained that age prior to January 1, 2023), age 73 (for participants who attain that age after December 31, 2022), and age 75 (for participants who attain that age after December 31, 2032), or (ii) retires, whichever is later.

SECTION 8. Section 1-14-7 of the Code of Athens-Clarke County, Georgia, entitled "*Article VII–Vesting and transfer of employment*," is hereby amended by adding a new sub-section (10) thereto, which shall read as follows:

10. *Public employment related, drug related or other crime.* Notwithstanding any other provision to the contrary, benefits otherwise payable under the plan shall be reduced or forfeited upon final conviction for a public employment-related crime or final conviction for a drug-related crime, in accordance with and subject to the applicable provisions of O.C.G.A. Sections 47-1-20 through 47-

1-23. The terms of O.C.G.A. Section 47-1-20 et seq. are incorporated herein by reference, including any future amendments thereto.

Survivor benefits or refunds otherwise payable to a person upon the death of a participant, terminated participant, retired participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a participant, terminated participant, retired participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. Section 47-1-24. The terms of O.C.G.A. Section 47-1-24 are incorporated herein by reference, including any future amendments thereto.

In the event the employer shall receive, prior to payment of a benefit under the Plan, information providing a reasonable basis for belief that the participant or beneficiary has violated the terms of this provision the employer may freeze the distribution of benefits to the participant pending the determination whether such violation has occurred.

SECTION 9. Section 1-14-10 of the Code of Athens-Clarke County, Georgia, entitled "*Article X–Discontinuance of employer contributions, plan amendments and mergers*," is hereby amended by deleting paragraph (c) of sub-section (2) thereof, presently marked "reserved," and re-lettering paragraph (d) of sub-section (2) as paragraph (c).

SECTION 10. Section 1-14-13 of the Code of Athens-Clarke County, Georgia, entitled "*Article XIII–Miscellaneous*," is hereby deleted in its entirety and replaced as follows:

Sec. 1-14-13. Article XIII–Miscellaneous.

1. *Inclusion in plan construes no right of employment or claims or interest in benefits.* Inclusion in this plan shall not be construed as giving the participant any right to be retained in the service of the employer without the employer's consent, nor shall it interfere with the right of the employer to discharge the participant, nor shall it give the participant any right, claim or interest in any retirement benefits herein described except upon fulfillment of the provisions and requirements of this plan.

2. *Direct rollovers.* This subsection XIII, 2 generally applies to eligible rollover distributions on or after January 1, 1993.

   (a) *Rollover election.* Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this subsection XIII, 2, a distributee may elect, at the time and in the manner prescribed by the board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

   (b) *Definitions.*

(1) *Eligible rollover distribution*. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) *Eligible retirement plan*. An eligible retirement plan is a qualified trust described in section 401(a) of the code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, , an annuity plan described in section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, a Roth individual retirement plan described in section 408A of the Code, and any of which accepts the distributee's eligible rollover distribution, and, in the case of an eligible plan under section 457(b) of the Code. For purposes of the direct rollover provisions of XIII, 2 of the plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) *Distributee*. A distributee includes an employee or former employee. In addition, the Employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Effective for

distributions made on or after January 1, 2010, a distributee includes a non-spouse beneficiary, provided the direct rollover is made by a direct trustee-to-trustee transfer and such direct rollover is made in accordance with section 402(c)(11)(A) of the Code, applicable regulations, and other guidance issued by the Internal Revenue Service.

(4) *Direct rollover*. A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

3. *Assigning, commuting or encumbering benefits prohibited; protection from attachment, garnishment or other processes.* No person entitled to benefits under this plan shall have the right to assign, commute or encumber the benefits herein provided. To the maximum extent permitted by law, the benefits or payments herein provided shall not in any way be liable to attachment, garnishment or other process, or to be seized, taken, appropriated or applied by any legal or equitable process to pay any debt or liability of such person. The preceding also applies to the creation, assignment or recognition of a right to any benefit payable with respect to a participant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order as defined in section 414(p) of the Code. Upon receipt of a domestic relations order, the administrator shall, within a reasonable period of time, review the domestic relations order to determine whether it is a qualified domestic relations order. The administrator shall promptly notify the participant and the alternate payee(s) of the procedures for determining whether such order is qualified.

4. *Governing law*. The Plan shall be governed by the laws of Georgia, including the conformity to Federal law provisions in Article 6 of Title 47 of the Official Code of Georgia, O.C.G.A. Section 47-1-80 et seq. (which are hereby incorporated herein by reference), and the Public Retirement Systems Standards Law, O.C.G.A. Section 47-20-1 et seq. It is the intent of the governing authority that this Plan be maintained as a qualified governmental pension plan under the applicable provisions of the Code, and any ambiguities in the construction hereof shall be interpreted in order to effectuate such intent.

SECTION 11. Section 1-14-15 of the Code of Athens-Clarke County, Georgia, entitled "*Article XV–Pension Board*," is hereby amended by replacing the phrase "compensation and benefits administrator" with the phrase "Benefits and wellness administrator" in sub-section (1), paragraph (b) under the heading "*Ex Officio/Nonvoting Members*," so that the list of ex officio members now reads as follows:

Ex Officio/Nonvoting Members:

(a) Athens-Clarke County Attorney;

(b) Benefits and wellness administrator; and

(c) Assistant human resources director who shall serve as secretary to the board.

Section 1-14-15 is further amended by deleting the parentheses around the numerals designating sub-sections (2) through (9) of said section, and placing a period behind each numeral instead.

SECTION 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 13. Should any provision, paragraph, sentence, or phrase of this ordinance be rendered or declared invalid or void by any final decision of a tribunal with competent jurisdiction or by reason of preemptive legislation, the remaining provisions, paragraphs, sentences, or phrases of this ordinance shall be deemed severable and remain in full force and effect.

SECTION 14. This ordinance shall become effective immediately upon its approval by the Mayor or its adoption into law without such approval.

SECTION 15. The Clerk of Commission, in consultation with the County Attorney (or the County Attorney's designee), shall have the power to correct any scrivener's errors found herein.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Request for Approval of Modification to ACCGov Code of Ordinances Chapter 1-14 Personnel System § 1-14 -Pension Plan

DATE: March 13, 2024

EXECUTIVE SUMMARY:

Under the guidance of the ACCGov Attorney's Office, the Human Resources Department sought review of the Pension Ordinance and compliance with state requirements given current plan parameters. Periodic examination of ACCGov's Code of Ordinances related to the Pension Fund and the Pension Board and the associated pension liability is required by law. The review encompassed close examination of the ordinance, coupled with assessment of the pension liability relative to sustainability given current offerings, funding levels, investment income.

BUDGET INFORMATION:

REVENUES: $0

EXPENSES: $0
ANNUAL:
CAPITAL:
OTHER:

FUNDING SOURCE:

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission adopt an ordinance to amend the Code of Athens-Clarke County with respect to Chapter 1-14, Pension Plan of the Code of Ordinances, as presented in **Attachment #1**.

HISTORY:

1. On January 14, 1991, the City of Athens and Clarke County unified and adopted the Athens-Clarke County Code of Ordinances, which included provisions for a defined benefit retirement program in §1-14-1 through §1-14-14, Pension Plan.

2. On July 1, 2021, the Mayor & Commission approved the FY22 Operating Budget, which included funding for review of the Pension Ordinance for compliance with state requirements.

FACTS & ISSUES:

1. Under the guidance of the ACCGov Attorney's Office, the Human Resources Department requested funding as part of the FY22 budget process for review of the Pension Ordinance and compliance with state requirements given current plan parameters. Periodic examination of ACCGov's Code of Ordinances related to the Pension Fund and the Pension Board and the associated pension liability is required by law.

2. According to OCGA Georgia State Constitution, Article III, Section X, Paragraph I: It shall be the duty of the General Assembly to enact legislation to define funding standards which will assure the actuarial soundness of any retirement or pension system supported wholly or partially from public funds and to control legislative procedures so that no bill or resolution creating or amending any such retirement or pension system shall be passed by the General Assembly without concurrent provisions for funding in accordance with the defined funding standards.

3. The ACCGov Attorney's Office engaged Morris, Manning & Martin, the firm that provides ongoing advisement to the Pension Board, to work with the Human Resources Department to conduct a full review that encompassed examination of the ordinance, coupled with an assessment of the pension liability relative to sustainability given current offerings, funding levels, investment income.

4. Morris, Manning & Martin completed their review of the ordinance and advises that §1-14-1 through §1-14-14, Pension Plan be updated with the changes as indicated by strikethrough and shading in **Attachment #1**. Some of the more pertinent changes include:

    - §1-14-1: Updating the defined terms and phrases used throughout the ordinance;
    - §1-14-6 paragraph 5.: Updating the time and manner of required distributions in accordance with the SECURE Act of 2019 and SECURE Act 2.0;
    - Addition of §1-14-7, paragraph 10 in accordance with the applicable provisions of O.C.G.A. Sections 47-1-20 through 47-1-24 whereby benefits otherwise payable under the plan shall be reduced or forfeited upon final conviction for a public employment-related crime or final conviction for a drug-related crime.

OPTIONS:

1. Mayor and Commission adopt an ordinance to amend the Code of Athens-Clarke County with respect to Chapter 1-14, Pension Plan of the Code of Ordinances, as presented in **Attachment 1**.

2. Mayor and Commission deny an ordinance to amend the Code of Athens-Clarke County with respect to Section 1-14 Pension Plan as presented in **Attachment #1**.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option #1

DEPARTMENT:

Prepared by: Laura Welch



Laura Welch — March 13, 2024

Laura Welch — Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1



Manager — April 8, 2024

Manager — Date:

ATTACHMENTS:

Attachment #1: Pension Ordinance Changes

CHAPTER 1-14. PENSION PLAN[1]

Sec. 1-14-1. Article I—Definitions.

Sec. 1-14-2. Article II—Types of service.

Sec. 1-14-3. Article III—Participation.

Sec. 1-14-4. Article IV—Retirement dates.

Sec. 1-14-5. Article V—Accrued benefits and retirement benefits.

Sec. 1-14-6. Article VI—Form and payment of benefits.

Sec. 1-14-7. Article VII—Vesting and transfer of employment.

Sec. 1-14-8. Article VIII—Funding.

Sec. 1-14-9. Article IX—Administration.

Sec. 1-14-10. Article X—Discontinuance of employer contributions, plan amendments and mergers.

Sec. 1-14-11. Article XI—Plan termination procedures.

Sec. 1-14-12. Article XII—[Reserved].

Sec. 1-14-13. Article XIII—Miscellaneous.

Sec. 1-14-14. Article XIV—Permanent and total disability.

Sec. 1-14-15. Article XV—Pension board.

[1]Editor's note(s)—Sections 1-14-1 through 1-14-14 of this chapter contain the municipality's pension plan as originally written by The Travelers Asset Management & Pension Services. Because of the complexity in converting references, this document does not reflect the usual numbering style followed by the rest of the Code of Ordinances, with the exception that each article of this document has been assigned a section number in order to facilitate indexing. The editor has also added in some places wording in brackets for the sake of clarity and to facilitate the general use of this document. Ord. of 9-18-2014 , § 1 (Exh. A), amended Ch. 1-14 in its entirety to read as herein set out. Former Ch. 1-14, §§ 1-14-1—1-14-15, pertained to similar subject matter. For prior history, see Code Comparative Table.

Sec. 1-14-1. Article I—Definitions.

The following defined terms and phrases shall apply to this chapter:

1. *Administrator* means the body which is to perform the administrative functions of this plan, as established in accordance with the section of this plan entitled "Administration."

2. *Charter officer* means the manager, attorney or internal auditor as those positions are defined in the Charter.

3. *Effective date* means July 1, 1992.

4. *Employee* means, effective for plan years after December 31, 1996, any person enrolled on the active employment rolls of the employer on or after the effective date of this plan and shall include leased employees within the meaning of section 414(n) of the Internal Revenue Code, except as the code permits exclusion of leased employees as employees as set forth in section 414(n). The term "leased employee" means a person who is not an employee of the recipient (i.e., the county) and who provides services to the recipient if such services are provided pursuant to an agreement between the recipient and the leasing organization, such person has performed services for the recipient (or for the recipient and related persons) on a substantially full-time basis for at least one year, and such services are under the primary direction or control of the recipient. A leased employee shall not be considered an employee of the recipient if: (i) such person is covered by a money purchase plan providing (1) a nonintegrated employer contribution rate for each participant of a least ten percent of compensation (including amounts contributed pursuant to a salary reduction agreement, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20 percent of the employer's nonhighly compensated workforce.

5. *Employer* means Athens-Clarke County, Georgia.

6. *Participant* means an employee or former employee who has, on or after the effective date of this plan, met the requirements of article III hereof.

7. *Plan* means Athens-Clarke County Employees' Pension Plan, as it may from time to time be amended, which is established by the employer for the purpose of providing retirement benefits for employees of the employer who are eligible to participate herein in accordance with the provisions of this plan.

8. *Plan year* means the period of 12 consecutive months beginning each October 1. The first plan Year shall be from July 1, 1992, to September 30, 1992. All subsequent plan years shall begin on October 1.

9. *Retirement benefit* means the monthly payments to which a participant shall become entitled hereunder.

10. *Retired participant* means a former participant who is retired under this plan and who is receiving retirement benefits provided for hereunder.

112. *Average monthly earnings* means a participant's gross monthly salary or wagewages paid or accrued, which is reported by the employer to the Internal Revenue Service for income tax withholding purposes under section 3401(a) of the Code (determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed) and which shall also include any amounts that would be paid to the employee during the year but for furlough, the employee's election under a program of deferred compensation under section 457 of the Code, any amounts deducted from employee pay under a cafeteria plan described in section 125 of the Code, and any pre-tax insurance premiums, and, effective January 1, 1998, a qualified transportation fringe benefit plan under section 132(f) of the Code, and exclude any bonus payments, car allowance, residency stipends, wellness credits, reimbursements, and imputed income

on life insurance, averaged over the 36 consecutive months during the last 120 months (or the longest consecutive period of months, if less than 36) of his or her employment with the employer which produces the highest average salary or wage.

Any period of employment for which the participant is not eligible to participate in the plan—other than a period of furlough or short-term or long-term disability—shall be ignored for purposes of average monthly earnings, and such period of ineligible employment, and any period of non-employment with the employer, shall interrupt or break a period of consecutive months of employment for purposes of determining a participant's average monthly earnings.

~~The maximum amount of annual compensation taken into account for a particular calendar year shall be as follows:~~

~~(a) For calendar years beginning on or after January 1, 2002;~~

~~(b) $200,000.00 (unless adjusted in such manner as permitted under section 401(a)(17)(B) of the Code) ($245,000 for 2009). For calendar years 2000 and 2001 (as adjusted for cost-of-living~~The maximum amount of annual compensation taken into account for a particular calendar year shall not exceed the applicable limit under section 401(a)(17) of the Code~~), $170,000;~~

as adjusted for cost of living increases under section 401(a)(17)(B) of the Code. The ~~(c) For calendar years 1997, 1998, and 1999 (as adjusted for cost-of-living under section 401(a)(17) of the Code), $160,000; and~~

~~(d) For calendar years 1994, 1995, and 1996 (as adjusted under section 401(a)(17) of the Code for cost-of-living), $150,000.~~

~~For calendar years prior to 1994, the~~ annual compensation limits shall be as prescribed by section 401(a)(17) of the Code and Internal Revenue Service guidance issued thereunder.

The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined ("determination period"), beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is 12.

~~12. *Credited interest* means interest on participant contributions at the rate of four (4) percent per annum (or at such other rate as may be established from time to time in writing by the administrator) compounded annually from October 1 next succeeding the date when the contribution is made to the first day of the calendar month which coincides with or next precedes the date of his or her death before retirement, his or her termination of employment, or his or her actual retirement date whichever is applicable.~~

3. *Charter officer* means the manager, attorney or internal auditor as those positions are defined in the Charter.

4. *Code* means the Internal Revenue Code of 1986, as amended.

5. *Effective date* means July 1, 1992.

6. *Employee* means any person enrolled on the active employment rolls of the employer on or after the effective date of this plan and shall include leased employees within the meaning of section 414(n) of the Code to the extent required by applicable law. The term "leased employee" means a person who is not an employee of the recipient (i.e., the county) and who provides services to the recipient if such services are provided pursuant to an agreement between the recipient and the leasing organization, such person has performed services for the recipient (or for the recipient and related persons) on a

substantially full-time basis for at least one year, and such services are under the primary direction or control of the recipient.

7. *Employer* means Athens-Clarke County, Georgia.

8. *ERISA* means the Employee Retirement Income Security Act of 1974, as amended.

9. *Governing authority* means the Mayor and Commission of the Unified Government of Athens-Clarke County, Georgia.

10. *Participant* means an employee or former employee who has, on or after the effective date of this plan, met the requirements of article III hereof.

11. *Plan* means Athens-Clarke County Employees' Pension Plan, as it may from time to time be amended, which is established by the employer for the purpose of providing retirement benefits for employees of the employer who are eligible to participate herein in accordance with the provisions of this plan.

12. *Plan year* means the period of 12 consecutive months beginning each July 1.

13. *Retirement benefit* means the monthly payments to which a participant shall become entitled hereunder.

14. *Retired participant* means a former participant who is retired under this plan and who is receiving retirement benefits provided for hereunder.

~~13.~~ ~~*Gender and numbers.*~~ Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise; and wherever used herein, a pronoun in the singular form shall be considered as being in the plural form unless the context clearly indicates otherwise.

~~14. *Governing authority* means the Mayor and Commission of the Unified Government of Athens-Clarke County, Georgia.~~

~~15. *Code* means the United States Internal Revenue Code of 1986, as amended.~~

~~16. *ERISA* means the Employee Retirement Income Security Act of 1974, as amended.~~

(Ord. of 9-18-2014 , § 1 (Exh. A); Ord. of 6-7-2016(4), § 1)

Sec. 1-14-2. Article II—Types of service.

For purposes of this plan, an employee's years of service with the employer shall be determined and reported by the administrator in accordance with the following:

1. *Continuous service.* Continuous service shall be the period of uninterrupted employment of a participant with the employer.

2. *Credited service.* A participant shall accrue credited service on the basis of the number of full years and fractions thereof to the nearest full month of service with the employer completed from his or her date of employment to his or her date of termination of employment.

Participants who were employees of the employer on January 14, 1991, and who were active employees of the City of Athens on January 13, 1991, will receive credit for the years of credited service earned under the City of Athens Employees' Pension Plan. If these participants were former employees of the Commissioners of the Unified Government of Athens-Clarke County, Georgia, and are vested in the Clarke County Pension Plan, they will also receive credit for years of credited service earned under the Clarke County Pension Plan.

Participants who were employees of the employer on January 14, 1991, and who were active employees of the Board of Commissioners of Clarke County, Georgia, on January 13, 1991, will receive credit for the years of credited service earned under the Clarke County Employees' Pension Plan. If these participants were former employees of the City of Athens and are vested in the City of Athens Employees' Pension Plan, they will also receive credit for years of credited service earned under the City of Athens Employees' Pension Plan.

For the purpose of determining the number of whole years in accordance with this section, all portions of nonsuccessive periods of service that are less than whole years will be aggregated on the basis that 12 months of service equal a whole year of service.

3. *Leave of absence.* A leave of absence shall consist of one of the following:

   (a) Absence, for reasons other than those specified in subsections 3(b) and 3(c) of this article II, with the consent of the administrator during a period not in excess of one year, except that the administrator may consent to extend the period of leave.

   (b) Absence from work for a period not to exceed one year because of furlough, or occupational injury or disease incurred as a result of employment with the employer for which absence a participant shall be entitled to Workers' Compensation payments.

   (c) Notwithstanding any provision of this plan to the contrary, effective December 12, 1994, vesting and benefit credit service shall be provided for periods of qualified military service in accordance with, and to the extent required by, section 414(u) of the code.

In interpreting this subsection 3, the administrator will apply uniform rules in a like manner to all participants under similar circumstances.

4. A participant shall not receive credited service in the case of any of the periods of absence set forth in subsection 3(a) above, but shall retain credited service accrued prior to such absence. Upon return to employment after an approved absence, the participant will again accrue credited service. A participant shall receive credited service for any period of absence set forth in subsections 3(b) and 3(c) above.

5. Credited service granted under article XIV, section 3 will be used for benefit calculation purposes upon return to active employment from permanent and total disability status.

6. Conversion of sick leave to credited service. ~~Effective for pensions commencing on or after July 1, 2005, at the request, and in accordance with the election, of a participant in~~In connection with ~~his or her~~a participant's application for retirement benefits, unused accrued sick leave shall be converted to credited service solely for purposes of determining the participant's benefit in one of the following ways:

   (a) ~~Converted~~If the participant has attained normal retirement age, converted into an equivalent number of months and added to the total credited service; or

   (b) ~~Converted~~If the participant has not attained normal retirement age, converted into an equivalent number of months and added to the age of the participant.

For this purpose, the participant will be credited with one month of credited service or age for every ~~20 days~~160 hours of unused accrued sick leave.

Unused sick leave accruals may not be used for increasing a participant's credited service for purposes of vesting in a benefit or increasing a participant's age or credited service for purposes of qualifying for an early retirement.

Once unused accrued sick leave is applied toward credited service or age, any unused sick leave balance will not be eligible for monetary compensation. No other leave, accrued holiday, or compensatory time may be applied toward credited service or age for retirement purposes.

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-3. Article III—Participation.

1. *Conditions for participation.*

   (a) Each employee who was included in the City of Athens Employees' Pension Plan or the Clarke County Pension Plan as of June 30, 1992, may elect to become a participant in this plan on the effective date. An employee who was included in the City of Athens Employees' Pension Plan or the Clarke County Pension Plan may elect to retain rights which accrued to them under their existing plan and continue to retain only rights or benefits which accrued to them under that plan. Payment for employees who elect to be covered under the old plan shall be calculated as provided in the old plan, but shall be made out of funds designated by the governing authority.

   (b) Each eligible employee, as provided in section 2 of this Article III, who was not a participant in the City of Athens Employees' Pension Plan or the Clarke County Pension Plan as of June 30, 1992, will be included in the plan as a participant on the first day of the month coincident with or next following the completion of one year of continuous service but in no event prior to July 1, 1992.

   ~~(c) The governing authority may direct that payments made by Athens-Clarke County on behalf of designated employees into the Athens-Clarke County Employees' Pension Plan be made instead to any other established IRS-approved pension plan of their choice. Payments for the above-named individuals shall not be required to go to this plan. Contribution rates shall be determined by the governing authority.~~

   (~~d~~c) If a participant terminates employment after such participant is vested in his or her monthly accrued benefit in accordance with Article VII and such participant is re-employed, such participant shall be reinstated as a participant immediately upon his or her completion of an hour of service. Such participant shall retain all credited service accrued prior to his or her termination date.

   (ed) If an employee's employment terminates prior to such employee being vested in his or her monthly accrued benefit and such employee is re-employed, such employee will be treated as a new employee upon rehire. No credit will be given for credited service earned prior to his or her termination date.

2. *Employment classification.* For employees hired on or after July 1, 1992, and subject to the one-year continuous service requirement of section 1(b) of Article III, all full-time regular employees as classified by the County are eligible for inclusion in this plan; however, coverage is not extended to officers of the government elected by the people except as designed by the governing authority. For purposes of this plan, a full-time regular employee is an individual as specified in the Code of Athens-Clarke County, Part III—Code of Ordinances, section 1-9-5(a)(1), who on or after the effective date of the plan, is appointed pursuant to the county's Code of Ordinance and rules thereunder to work not less than 40 hours per week on a continuing (indefinite) basis. Any change to the criteria for becoming a full-time regular employee as set forth in section 1-9-5(a)(1), and thus a plan participant, shall be incorporated by reference, effective as of the date of such change, unless otherwise expressly provided. Except as indicated in this paragraph, and subject to the one-year continuous service requirement of section 1(b) of Article III, all regular employees hired on and after July 1, 1992 and before October 1, 2013, who are regularly scheduled to work at least 20 hours per week but less than full-time, are eligible for inclusion in this plan; however, coverage is not extended to officers of the government elected by the people except as designated by the governing authority. For the purpose of the preceding sentence, a "regular employee" is an individual who, on or after the effective date

of the plan, is appointed pursuant to the county's Code of Ordinance and rules thereunder to work on a continuing (indefinite) basis for Athens-Clarke County. Part-time employees hired on or after October 1, 2013 are not eligible to participate in the plan.

~~3.~~ ~~*Participant contributions.* Former employees of the Board of Commissioners of Clarke County, Georgia, who elect to be covered under this plan shall have their participant contributions plus credited interest transferred into this plan at the time of election. Such contributions shall be maintained under this plan and receive credited interest until death, termination of employment or actual retirement date, whichever is applicable.~~

~~4~~3. *Employees from prior plans.* Former employees of the City of Athens who are retired or terminated with a vested benefit as of June 30, 1992, under the City of Athens Employee Pension Plan and former employees of the Board of Commissioners of Clarke County, Georgia, who are retired or terminated with a vested benefit as of June 30, 1992, under the Clarke County Pension Plan will have their benefits paid from the plan in the same amount as provided under the prior plan.

~~5~~4. *Charter officer or certain designated employee election.* An individual who becomes a charter officer or an employee designated and determined eligible for the County's defined contribution plan by the appropriate officer of the County shall, within 30 days of appointment to such position, elect to participate either in the County's Management Plan (a defined contribution plan) or ~~the Athens-Clarke County Employees' Pension Plan~~this plan. In the event such individual does not make a timely election, he or she shall become, as a default election, a participant in ~~the County's defined contribution~~this plan. The terms, conditions (including any default election), forms and timing of such election shall be established by the County or its designee.

(Ord. of 9-18-2014 , § 1 (Exh. A); Ord. of 6-7-2016(4), § 2)

Sec. 1-14-4. Article IV—Retirement dates.

1. *Normal retirement date.* A participant's normal retirement date shall be the first day of the month coincident with or next following:

   (a) The later of the sixtieth anniversary of his or her date of birth ~~or~~and the completion of ~~10~~ten consecutive years of credited service, as defined in article VII, section 5, for those who, at the time of termination of employment with the employer, are actively working in a position that requires Peace Officer Standards and Training certification with arrest powers, regardless of the department they are in at the time of their retirement, or certified peace officers in the police department, certified firefighters in the fire department, certified peace officers in the sheriff's department or certified correctional officers in the department of corrections; or

   (b) The later of the sixty-second anniversary of his or her date of birth ~~or~~and the completion of ~~10~~ten consecutive years of credited service, as defined in article VII, section 5, or if applicable becoming partially vested as a charter officer in the case of all other participants.

2. *Early retirement date.* A participant may make a written election to retire on an early retirement date which shall be the first day of any month (as specified by the participant) coincident with or next following the ~~latest of~~:

   (a) Completion of ten consecutive years of credited service, as defined in article VII, section 5 or if applicable becoming partially vested as a charter officer; ~~or~~and

   (b) Attainment of age 55; ~~or~~ and

   (c) Termination of employment with the employer.

3. *Deferred retirement date.* The deferred retirement date of any participant who is in employment beyond his or her normal retirement date shall be the first day of any month coincident with or next following the date the participant terminates employment with the employer.

The normal retirement age of any participant who terminates employment shall be determined in accordance with the provisions of the plan in effect as of the date of such participant's termination of employment. Furthermore, the early retirement or normal retirement date of any participant who terminates employment and retains a nonforfeitable right to a retirement benefit hereunder shall be determined in accordance with the provisions of the plan in effect as of the date of such participant's termination of employment.

(Ord. of 9-18-2014 , § 1 (Exh. A); Ord. of 6-7-2016(4), § 3)

Sec. 1-14-5. Article V—Accrued benefits and retirement benefits.

1. *Accrued benefits.*

(a) (1) Effective for participants employed by the employer on or after July 1, 2013, the retirement benefit, payable as a single life annuity, for a participant shall be determined as of any date by multiplying the participant's average monthly earnings times 1.85 percent for each year of credited service up to and including 32 years (a maximum of 32 x 1.85% = 59.20%). If such participant has more than 32 years of credited service, the retirement benefits shall be the product determined in the previous sentence plus the product determined by multiplying ¼ of one percent (0.25%) by each year of credited service in excess of 32 years by the participant's average monthly earnings.

(2) For participants who were last employed by the employer prior to July 1, 2013 but were active participants on or after July 1, 2007, the retirement benefit, payable as a single life annuity, for a participant shall be determined as of any date by multiplying the participant's average monthly earnings times 1.85 percent for each year of credited service up to and including 31 years (a maximum of 31 × 1.85% = 57.35%). If such participant has more than 31 years of credited service, the retirement benefits shall be the product determined in the previous sentence plus the product determined by multiplying ¼ of one percent (0.25%) by each year of credited service in excess of 31 years by the participant's average monthly earnings.

(3) For participants who were last employed by the employer prior to July 1, 2007 but were active participants on or after July 1, 2001, the retirement benefit, payable as a single life annuity, for a participant shall be determined as of any date by multiplying the participant's average monthly earnings times 1.85 percent for each year of credited service up to and including 30 years (a maximum of 30 x 1.85% = 55.50%). If such participant has more than 30 years of credited service, the retirement benefits shall be the product determined in the previous sentence plus the product determined by multiplying ¼ of one percent (.25%) by each year of credited service in excess of 30 years by the participant's average month earnings.

(4) For participants who were last employed by the employer prior to July 1, 2001 but were active participants on or after July 1, 1999, the retirement benefit, payable as a single life annuity, for a participant shall be determined as of any date by multiplying the participant's average monthly earnings times 1.80 percent for each year of credited service up to and including 30 years (a maximum of 30 x 1.80% = 54.00%). If such participant has more than 30 years of credited service, the retirement benefits shall be the product determined in the previous sentence plus the product determined by multiplying ¼ of one percent (.25%) by each year of credited service in excess of 30 years by the participant's average month earnings.

(5) For participants who were last employed by the employer prior to July 1, 1999, but were active participants on or after July 1, 1997, the retirement benefit, payable as a single life annuity, for a participant shall be determined as of any date by multiplying the participant's average monthly earnings times 1.60 percent for each year of credited service up to and including 30 years (a maximum of 30 x 1.60% = 48.00%). If such participant has more than 30 years of credited service, the retirement benefits shall be the product determined in the previous sentence plus the product determined by multiplying ¼ of one percent (.25%) by each year of credited service in excess of 30 years by the participant's average month earnings.

(6) For participants who were last employed by the employer prior to July 1, 1997, but were active participants on or after unification (i.e., the formation of the Athens-Clarke Unified Government), the retirement benefit, payable as a single life annuity, for a participant shall be determined as of any date by multiplying the participant's average monthly earnings times 1.60 percent for each year of credited service up to and including 25 years (a maximum of 25 x 1.60% = 40.00%). If such participant has more than 25 years of credited service, the retirement benefits shall be the product determined in the previous sentence plus the product determined by multiplying ¼ of one percent (.25%) by each year of credited service in excess of 25 years by the participant's average month earnings.

(7) In no event, however, shall the monthly accrued benefit as of any date of determination be less than $20.00.

(b) In the event a participant terminates covered employment and is subsequently re-employed before such participant's annuity starting date (as defined in article VI hereunder), the accrued benefit of the participant shall be determined by applying the current benefit formula to all years of credited service, whenever worked, subject to the eligibility and other requirements of the plan at the time the work was performed.

(c) In computing the monthly accrued benefit, it will be assumed that such benefit shall be payable in accordance with the terms of the life annuity form as set forth in subsection (1)(a) of article VI. Benefits payable in accordance with any other form will be actuarially adjusted to reflect the difference in the value of the form of payment chosen hereunder as compared to the life annuity form.

(d) The annual accrued benefit as of any determination date shall be 12 times the monthly accrued benefit as determined above.

2. *Normal retirement benefit.* The monthly amount of normal retirement benefit payable to a participant retiring on his or her normal retirement date shall be equal to the greater of his or her monthly accrued benefit determined as of such participant's normal retirement date or his or her early retirement benefit.

3. *Early retirement benefit.* The monthly amount of early retirement benefit payable to a participant retiring on his or her early retirement date shall be equal to his or her nonforfeitable monthly accrued benefit determined as of such early retirement date reduced by one-third of one percent (.0033 ⅓) for each month by which the commencement of benefit payments precedes normal retirement date.

4. *Deferred retirement benefit.* In the case of a participant who is employed by the employer beyond his or her normal retirement date, the monthly amount of deferred retirement benefit payable to a participant retiring on his or her deferred retirement date shall be equal to his or her monthly accrued benefit determined as of such participant's deferred retirement date, adjusted for form of payment in accordance with article VI.

No amendment to the deferred retirement benefit provisions shall have the effect of decreasing a participant's deferred retirement benefit determined (without regard to such amendment) as of the later of the date such amendment is adopted or becomes effective.

5. *Pension payment requirements.*

(a) To qualify for a pension under the plan a participant must ~~terminate employment with the employer and~~ apply for a pension by completing and returning all forms required by the employer~~. Such forms, and all other forms as may be required in connection with the administration of the plan, may be provided, completed, and returned in electronic form, provided the participant (or beneficiary) has consented to using such processes and all required electronic signatures are provided in a manner that complies with applicable law.~~ and terminate employment with the employer. Any application for a pension shall be made in the manner prescribed by the employer and in accordance with rules and conditions as the employer may from time to time adopt.

(b) A participant may continue in the employ of the employer beyond his or her normal retirement date, in which event, the participant shall continue to accrue benefits in accordance with the terms of the plan.

(c) Once a participant has had a bona fide retirement and commenced his or her pension under the plan, such retiree is prohibited from subsequently working for the employer more than 1,040 hours in any fiscal year. Such subsequent employment shall not qualify for pension eligibility or additional benefits under the plan.

6. *Maximum retirement benefits.* The plan is subject to the limitations on benefits imposed by section 415 of the Code which are hereby incorporated by reference. In accordance with the benefit limitations of section 415 of the Code, each participant's annual benefit shall be limited so that the specified maximum permissible benefit, as defined herein, is not exceeded. If necessary, the participant's accrued benefit shall be limited in order to meet the requirements of section 415 of the Code. The Plan is intended to comply with the provisions of Code Section 415 so that the maximum benefits permitted under the defined benefit plans maintained by the Employer and its affiliates shall be exactly equal to the maximum amounts allowed under section 415 of the Code. Any discrepancy shall be resolved in such a way as to give full effect to the provisions of the Code.

~~With respect to each participant, all qualified defined benefit plans ever maintained by the employer shall be treated as one defined benefit plan and all qualified defined contribution plans ever maintained by the employer shall be treated as one defined contribution plan for purposes of applying the limitations of section 415 of the Code. In the event the participant's annual benefit from all such plans exceeds the maximum permissible benefit specified herein, the participant's accrued benefit shall be reduced to the extent necessary under this plan if the required reduction is not accomplished under the employer's other qualified defined benefit plan(s).~~

Notwithstanding anything to the contrary, to the extent provided by section 415 of the Code, the adjustment for early retirement benefits under section 415 of the Code shall not apply to a Qualified Public Safety Participant.

The following definitions shall be used solely for the purposes of this subsection (~~7~~6):

~~(a)~~ ~~[Reserved]~~

(~~b~~a) *Annual benefit* means the amount of accrued benefit attributable to employer contributions which would be payable annually in the form of a single life annuity as of the date of determination; except, however, that if the participant has not yet terminated employment with the employer and has not yet reached his or her normal retirement age, the annual benefit shall mean the amount of accrued benefit attributable to employer contributions projected to such participant's normal retirement age assuming the participant will continue working and compensation will remain the same until the participant's normal retirement age.

~~(c)~~ ~~[Reserved]~~

(~~d~~b) *Qualified Public Safety Participant* shall mean a participant with respect to whom the period of service taken into account in determining the amount of the benefit under this plan includes at least 15 years of credited service of the participant as a full-time employee of any police department or fire

department which is organized and operated by the employer to provide police protection, firefighting services, or emergency medical services or as a member of the armed forces of the United States.

~~(e)~~ ~~[Reserved]~~

~~(f)~~ ~~[Reserved]~~

(g~~c~~) *Limitation year* means a plan year for this plan.

~~(h)~~ ~~[Reserved]~~

(i~~d~~) *Maximum permissible benefit.* ~~Effective for limitation years beginning on or after January 1, 1995, notwithstanding~~Notwithstanding anything in this plan to the contrary, to the extent a participant's benefit is subject to the provisions of section 415 of the ~~code~~Code, which have not been set forth in the plan, such ~~code~~Code provisions, and regulations and guidance issued thereunder, are hereby incorporated by reference into this plan and for all purposes shall be deemed a part of the plan.

~~(j) *Participation service* means an accrual computation period for which the following conditions are met: (1) the participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used), for benefit accrual purposes, required under the terms of the plan in order to accrue a benefit for the accrual computation period, and (2) the participant is included in the plan for at least one day of the accrual computation period. If these two conditions are met, participation service credited to the participant hereunder shall equal the amount of benefit accrual service credited to the participant for such accrual computation period. A participant who is permanently and totally disabled within the meaning of section 415(c)(3)(C)(i) of the Code during an accrual computation period shall receive participation service with respect to that period.~~

(Ord. of 6-4-2013 ; Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-6. Article VI—Form and payment of benefits.

1. *Definitions.* The following definitions shall be used solely for the purposes of this section:

   (a) *Normal form of retirement benefit* means, absent an election to the contrary, for an unmarried participant, the single life annuity form, which shall provide for the payment of retirement benefits to the retired participant during his or her lifetime only; and for a married participant, the joint and 50 percent survivor annuity, which shall provide for a reduced payment to the retirement participant, and, upon the participant's death, 50 percent of such amount to the participant's surviving spouse (if any) for the spouse's lifetime or until the spouse is remarried. Retirement benefits shall commence on the first day of the month coincident with or next following the date the participant actually retires and shall cease upon his or her death. No retirement benefits will be payable under this form if the participant dies before his or her annuity starting date. Spousal consent of a married participant shall be required for payment of a single life annuity~~, a contingent annuity in which the spouse is not the contingent annuitant,~~ or a life annuity with guaranteed monthly payments in which the spouse is not the named beneficiary.

   (b) *Spouse* means the spouse~~, as defined in Georgia law,~~ or surviving spouse of the participant, provided that a former spouse will be treated as the spouse or surviving spouse to the extent provided under a qualified domestic relations order as described in section 414(p) of the Code. The spouse, to be eligible, must be married to the participant as of the earlier of the day on which the participant (1) dies or (2) retires and begins to receive retirement benefit payments. It shall be the participant's sole responsibility to keep the administrator informed of his or her marital status.

(c) *Annuity starting date* is the first day of the first period for which an amount is paid as an annuity or any other form. For purposes of determining a participant's annuity starting date, the payment of any disability benefits pursuant to article XIV shall be disregarded. In the case of an annuity starting date that occurs on or after the participant's normal retirement age, such date shall apply to any additional benefit accruals after the annuity starting date. In the case of an annuity starting date that occurs prior to the participant's normal retirement age, such date shall not apply to any additional benefit accruals after the annuity starting date.

(d) *Earliest retirement age* means the earliest ~~early~~ retirement date on which, under the plan, a participant who separates from service (including death) could receive retirement benefits assuming, if appropriate under the circumstances, he or she would have survived to such date or, in the case of a participant who separates from service (including death) and who would not be eligible to receive retirement benefits on an early retirement date, his or her normal retirement age.

2. *Automatic form of retirement benefit.* Except as provided in section 2 of article XIII, a participant's vested accrued benefit will be paid in the normal form of retirement benefit, subject to the spousal written consent requirements, unless an optional annuity form is selected. In addition to the optional forms below, a married vested participant may elect a single life annuity with the written consent of his or her spouse.

3. *Optional annuity forms of payment:* Except as otherwise specified in paragraph 3(a)(1) of this article VI, all optional annuity forms of payment are actuarially equivalent to the single life annuity.

(a) *Life annuity with ~~guarantee of 120~~guaranteed monthly payments:*

(1) ~~The~~In lieu of the automatic form of retirement benefit called for in section 2 of article VI, a participant may elect a life annuity with 60, 120, or 180 monthly payments guaranteed. Notwithstanding any other provision of the plan to the contrary, the life annuity with 120 monthly payments guaranteed form would provide for a benefit that is the actuarial equivalent of the accrued benefit as determined in section 1 of article V. ~~Such~~This form would provide for the applicable actuarially equivalent retirement benefit ~~shall be~~ payable to the retired participant during his or her lifetime with the guarantee that not less than ~~120~~a total of the specified guaranteed number of monthly retirement benefit payments will be made to the retired participant and his or her named beneficiary.

(2) If ~~this~~a guaranteed monthly payment form is elected and the retired participant dies prior to the receipt of ~~120~~the guaranteed number of monthly payments, the balance of the guaranteed number of monthly payments will be paid to the retired participant's named beneficiary until the total of ~~120~~the guaranteed number of monthly payments has been made to the retired participant and his or her named beneficiary. The first such payment to the beneficiary shall be due and payable as of the first day of the month following the retired participant's death.

(3) In the event there is no named beneficiary living at the death of the retired participant, the balance of the guaranteed number of monthly payments, which would otherwise have become payable to the retired participant's beneficiary, shall be commuted to a single sum and shall be paid to the executors or administrators of the retired participant's estate.

(4) If the beneficiary of a deceased retired participant should die prior to receiving the balance of the guaranteed number of monthly payments, the balance of the guaranteed number of monthly payments, which would otherwise have become payable to the retired participant's beneficiary, shall be commuted to a single sum and shall be paid to the beneficiary's executors or administrators of the beneficiary's estate.

(5) No monthly benefit will be payable under this form to a beneficiary if the participant dies before his or her annuity starting date.

(b) ~~*Contingent annuitant option*~~*Joint and 75 or 100 percent survivor annuity options:*

(1) In lieu of the automatic form of retirement benefit called for in section 2 of article VI, a married participant may elect a ~~contingent annuitant~~joint and survivor annuity option which provides a benefit that is the actuarial equivalent of the single life annuity that is payable to the retired participant during his or her lifetime and, and upon the participant's death, for the continuance of such retirement benefits in ~~50 percent,~~ 75 percent~~,~~ or 100 percent of such amount to ~~a contingent annuitant, if living, after the retired participant's death~~the participant's surviving spouse (if any) for the spouse's lifetime or until the spouse is remarried.

(2) The monthly payment to the ~~contingent annuitant~~participant's surviving spouse shall commence on the first day of the month following the month in which the retired participant dies, if the ~~contingent annuitant~~surviving spouse is then living, and shall continue monthly with the last payment due for the month in which the ~~contingent annuitant's~~surviving spouse's death occurs.

(3) If ~~a contingent annuitant~~the participant's surviving spouse dies before the participant's annuity starting date is attained, the normal form of retirement benefit payments will, if applicable, automatically become payable as if ~~a contingent annuitant~~the applicable joint and survivor annuity option had not been elected~~, unless the participant designates another contingent annuitant prior to the participant's annuity starting date, in accordance with procedures of the employer. If the contingent annuitant predeceases the retired participant on or after the annuity starting date, the~~. The retirement benefit payments will cease upon the retired participant's death.

(4) No monthly benefit will be payable under this form to ~~a contingent annuitant~~the participant's surviving spouse if the participant dies before his or her annuity starting date.

~~(c) *Life annuity with guaranteed monthly payments:*~~

~~(1) In lieu of the automatic form of retirement benefit called for in section 2 of article VI, a participant may elect a life annuity with either 60 or 180 monthly payments guaranteed. This form would provide for an actuarially equivalent retirement benefit payable to the retired participant during his or her lifetime with the guarantee that not less than a total of the specified number of monthly retirement benefit payments will be made to the retired participant and his or her named beneficiary.~~

~~(2) If this form is elected and the retired participant dies prior to the receipt of the specified number of monthly payments, the balance of the guaranteed number of monthly payments will be paid to the retired participant's named beneficiary until the total of the specified number of monthly payments has been made to the retired participant and his or her named beneficiary. The first such payment to the beneficiary shall be due and payable as of the first day of the month following the retired participant's death.~~

~~(3) In the event there is no named beneficiary living at the death of the retired participant, the balance of the specified number of guaranteed monthly payments, which would otherwise have become payable to the retired participant's beneficiary, shall be commuted to a single sum and shall be paid to the executors or administrators of the retired participant's estate.~~

~~(4) If the beneficiary of a deceased retired participant should die prior to receiving the balance of the specified number of guaranteed monthly payments, the balance of the specified number of guaranteed monthly payments, which would otherwise have become payable to the retired participant's beneficiary, shall be commuted to a single sum and shall be paid to the beneficiary's executors or administrators of the beneficiary's estate.~~

~~(5) No monthly benefit will be payable under this form to a beneficiary if the participant dies before his or her annuity starting date.~~

(~~d~~c) *Election of optional annuity forms.* A participant may elect any optional annuity form by written notice to the administrator at any time prior to his or her annuity starting date; provided, however, that the election of an optional annuity form by a married participant, other than the joint and survivor annuity options, is subject to the spousal written waiver requirements set forth in subsection 1(a) of article VI. Such election must indicate that the participant has revoked the automatic form of retirement benefit as it pertains to him or her, and that in its place has elected the optional annuity form chosen by him or her. An election of an optional annuity form may be revoked in writing by the participant at any time prior to his or her annuity starting date. In no event shall the consent of any person entitled to receive payments upon the death of the participant be required as a condition to the right of a participant to revoke any option previously elected. After an optional annuity form has been revoked, another election of an optional annuity form may be made, subject to the spousal written consent requirement for a married participant.

4. *Death benefit:*

(a) (1) If a participant who has a nonforfeitable benefit and who has not yet attained his or her annuity starting date dies on or before his or her earliest retirement age, the participant's spouse (if any) will receive 50 percent of the retirement benefit that would be payable if the participant had:

(i) Separated from service at the earlier of the actual time of separation or the date of death;

(ii) Survived to the earliest retirement age; and~~;~~

(iii) Retired with a life annuity at the earliest retirement age.

(2) This death benefit shall be payable to the spouse (if any) of a deceased participant beginning no earlier than the first of the month following the month the participant would have attained his or her earliest retirement age.

(3) This benefit will be paid to the earlier of:

(i) The death of the surviving spouse; or

(ii) The date of remarriage of the surviving spouse.

(b) Effective January 1, 2007, in case of a vested participant who dies while performing "qualified military service" (as defined in section 414(u)(5) of the Code), the survivors of the participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, if any, had the participant resumed and then terminated employment on account of death. If a vested participant for whom benefits are payable in accordance with section 2 of this article VI should die during his or her service with the employer or, on or after January 1, 2007, while absent on account of qualified military service (as defined in section 414(u) of the Code), after his or her earliest retirement age and before his or her normal retirement date, then the spouse shall be entitled to a benefit of 50 percent of the participant's early retirement benefit based upon the employee's years of service through the day on which death occurred. The same shall be computed as if such deceased participant retired with a single life annuity on the first day of the month preceding death. This benefit, which shall be payable as of the first of the month following the month of the participant's death, shall be paid to the earlier of:

(1) The death of the surviving spouse; or

(2) To the date of remarriage of the surviving spouse;

provided, that this death benefit payable above shall not be given unless it is greater than any other benefit provided for by the plan and shall not be given in addition to any other benefit provided thereby.

(c) If a vested participant for whom benefits are payable in accordance with section 2 of this article VI should die during his or her service with the employer after his or her normal retirement date, then the spouse shall be entitled to a benefit that is actuarially equivalent to the employee's vested benefit at date of death based upon the participant's years of service through the month in which his or her death occurred. The same shall be computed as if such deceased participant retired at the first of the month preceding death. This benefit shall be paid to the earliest of:

(1) 120 monthly payments;

(2) The death of the surviving spouse; or

(3) The date of remarriage of the surviving spouse;

provided, that this death benefit payable above shall not be given unless it is greater than any other benefit provided for by the plan and shall not be given in addition to any other benefit provided thereby.

(d) Notwithstanding the provisions set forth above, a vested employee's legal dependent child shall become his or her beneficiary, if there is no spouse, in the event a vested participant dies while an employee before the employee's legal dependent child reaches age 19. The legal dependent child shall be eligible for benefits commencing the month following the death of the employee-parent and continuing monthly until reaching his or her 19th birthday, unless said child is a full-time student at a postsecondary institution of higher education, which status would allow this benefit to continue until the maximum age of 25. The amount of the monthly benefit is 50 percent of the monthly accrued benefit the employee would have received at age 55 or at date of death, if later, as a single life annuity. For families with more than one legal dependent child, the monthly benefit shall be divided equally among the legal dependent children with the same age restrictions for each child. As each child reaches the age of 19 or 25 based on the above age requirements, said benefits shall cease, and the remaining legal dependent children shall begin to receive the benefits previously allocated to those children who no longer qualify (because of age, death, or cannot be located) for such benefits divided equally among those children who are still qualified for the benefit.

For the purposes of this paragraph, *legal dependent child* means a child of a deceased participant as determined in accordance with Georgia law who shall be conclusively presumed to be wholly dependent for support upon the deceased participant at the time of such participant's death if the child is neither married nor emancipated by court order and either under the age of 19 or under the age of 25 ~~or~~if continuously enrolled as a full-time student in a postsecondary institution of higher education.

5. *Required distributions—Code section 401(a)(9)*. Notwithstanding any other provision of this plan, distributions under this article VI ~~made on or after January 1, 2006~~ shall be determined and made in accordance with section 401(a)(9) of the Code and the regulations promulgated thereunder, ~~and the provisions of this section 5. Definitions of certain terms used in this section 5 are set forth in subsection (e) hereof.~~ including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G) (*i.e.*, Sections 1.401(a)(9)-1 through -9 of the Treasury Regulations), as these provisions may be amended by the Setting Every Community Up for Retirement Enhancement Act of 2019 (P.L. 116-94) (the "SECURE Act"), the Consolidated Appropriations Act, 2023 (P.L. 117-328) ("SECURE Act 2.0"). and any regulations promulgated thereunder. These distribution requirements override any distribution options or provisions elsewhere in the plan that are inconsistent with these requirements and are incorporated by reference herein.

(a) *Time and manner of distribution.*

(1) *Required beginning date.* The participant's entire benefit shall be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date.

(2) *Death of participant before distributions begin.* If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole beneficiary, distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½ (for participants who attained that age prior to January 1, 2020), age 72 (for participants who attained that age prior to January 1, 2023), age 73 (for participants who attain that age after December 31, 2022), and age 75 (for participants who attain that age after December 31, 2032), if later.

(ii) If the participant's surviving spouse is not the participant's sole beneficiary, distributions to the designated beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire benefit shall be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(iv) If the participant's surviving spouse is the participant's sole beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, paragraph 5(a)(2), other than subparagraph 5(a)(2)(i) above, shall apply as if the surviving spouse were the participant.

For purposes of this paragraph 5(a)(2) and subsection 5(d) below, distributions are considered to begin on the participant's required beginning date (or if subparagraph 5(a)(2)(iv) above applies, the date distributions are required to begin to the surviving spouse under subparagraph 5(a)(2)(i) above). If annuity payments irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subparagraph 5(a)(2)(i) above), the date distributions are considered to begin is the date distributions actually commence.

(3) *Form of distribution*. Unless a participant's benefit is distributed in the form of an annuity purchased from an insurance company, or in a single sum as specified in section 2 of article XIII, as of the first distribution calendar year, distributions will be made in accordance with subsections 5(b), 5(c) and 5(d) below. If the participant's benefit is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and U.S. Treasury Regulations.

(b) *Determination of amount to be distributed each year.*

(1) *General annuity requirements*. If the participant's benefit is paid in the form of annuity distributions under the plan, payments under the annuity shall satisfy the following requirements:

(i) the annuity distributions shall be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsections 5(c) and 5(d);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted; and

(iv) payments will either be nonincreasing or increase only as follows: (A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics; (B) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was used to determine the distribution period described in subsection 5(c) dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p) of the Code; and (C) to pay increased benefits that result from a plan amendment.

(2) *Amount required to be distributed by required beginning date*. The amount that must be distributed on or before the participant's required beginning date (or, if the participant dies before distributions begin, the date distributions are required to begin under subparagraphs

5(a)(2)(i) or 5(a)(2)(ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, *e.g.*, bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year shall be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's required beginning date.

(3) *Additional accruals after first distribution calendar year*. Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year shall be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(c) *Requirements for annuity distributions that commence during a participant's lifetime*.

(1) *Joint life annuities where the beneficiary is not the participant's spouse*. If the participant's benefit is to be distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspouse beneficiary, annuity payments to be made on or after the participant's required beginning date to the beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of U.S. Treasury Regulations.

(2) *Period certain annuities*. Unless the participant's spouse is the sole beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of U.S. Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age 70, the applicable distribution period for the participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of U.S. Treasury Regulations plus the excess of 70 over the age of the participant as of the participant's birthday in the year that contains the annuity starting date.

(d) *Requirements for minimum distributions where participant dies before date distributions begin*.

(1) *Participant survived by designated beneficiary*. If the participant dies before the date distribution of his benefit begins and there is a beneficiary, the participant's entire benefit shall be distributed beginning no later than the time described in subparagraphs 5(a)(2)(i) or 5(a)(2)(ii), over the life of the beneficiary or over a period certain not exceeding:

(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) *No designated beneficiary*. If the participant dies before the date distributions begin and there is no beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(3) *Death of surviving spouse before distributions to surviving spouse begin*. If the participant dies before the date distribution of his benefit begins, the participant's surviving spouse is the participant's sole beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this subsection 5(d) shall apply as if the surviving spouse were the participant, except that the time by which distributions must begin will be determined without regard to subparagraph 5(a)(2)(i).

(e) *Definitions*. For purposes of this section 5, the following definitions shall apply:

(1) *Designated beneficiary* means the individual who is designated as the beneficiary under the plan and who is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1-14, Q&A-4-14, of U.S. Treasury Regulations.

(2) *Distribution calendar year* means a calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to subparagraph 5(a)(2)(i) of article VI.

(3) *Life expectancy* means the life expectancy computed by use of the Single Life Table in section 1.401(a)(9)-9 of U.S. Treasury Regulations.

(4) *Required beginning date* means April 1 of the calendar year following the calendar year in which the participant (i) attains age 70½ ~~or~~(for participants who attained that age prior to January 1, 2020), age 72 (for participants who attained that age prior to January 1, 2023), age 73 (for participants who attain that age after December 31, 2022), and age 75 (for participants who attain that age after December 31, 2032), or (ii) retires, whichever is later.

6. *Actuarial equivalent or actuarially equivalent.* The amount of benefit payable in any form of benefit other than the single life annuity form shall be the actuarial equivalent of the amount payable in the single life annuity form. Actuarial equivalent shall be the adjusted benefit payable hereunder as of any participant's retirement date which would provide for equality in value of the aggregate amount expected to be received under the single life annuity form as compared to the value of the aggregate amount expected to be received under another form of benefit. The actuarial equivalent shall be determined without regard to the participant's sex and based upon seven percent interest and the 1989 Unisex #3 Basis; Longer Life Annuity factors. In no event shall an amendment to the actuarial equivalent benefit provisions deprive a participant of his actuarial equivalent benefit so determined to the later of the effective date or adoption date of any such amendment. Should an amendment be adopted which directly or indirectly affects the computation of a participant's actuarial equivalent benefit, such participant's actuarial equivalent benefit so determined shall be equal to or greater than the actuarial equivalent benefit determined (without regard to such amendment) as of the later of the effective date or adoption date of the amendment.

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-7. Article VII—Vesting and transfer of employment.

1. *Vesting; entitlement to monthly accrued benefit.* A participant shall be fully vested in his monthly accrued benefit upon attaining his normal retirement date as set forth in article IV, and upon termination of employment thereafter he or she shall be entitled to receive his monthly accrued benefit determined as of the date of his termination of employment.

2. *Forfeiture of benefit rights and vesting schedule for charter officers.*

(a) *Forfeiture of benefit rights upon termination of employment prior to ten years' consecutive service or partial vesting as a charter officer.* A participant whose employment with the employer is terminated prior to his or her normal retirement date and who has less than ten consecutive years of credited service, as defined in section 5 of this article VII, with the employer at the date of termination of employment will forfeit all rights to benefits under this plan, unless the charter officer is at least partially vested. For purposes of consecutive years of service in the previous sentence, a period of

approved leave of up to one year, Family Medical Leave Act leave, and qualified military service leave shall not be deemed an interruption of consecutive years of credited service.

(b) *Vesting schedule for charter officers.*

(1) An individual who becomes a charter officer after July 1, 2015, and who elects to participate in the County's Pension Plan shall be subject to the following vesting schedule, based upon his or her total consecutive years of credited service earned in County employment:

Completed Consecutive Years of Credited Service	Vested Percentage
0—4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

(2) An employee serving in an acting charter officer position will not be subject to the above vesting schedule; however, if an employee was in an acting charter officer position and, without interruption, becomes a permanent charter officer, the period as acting charter officer shall be included in the computation of completed years of credited service.

(3) If an employee ceases to be a charter officer but continues to be an employee, his or her vesting percentage shall be frozen and shall not increase until and unless the employee accumulates ten consecutive years of credited service at which time the employee shall be fully vested in his or her accrued benefit.

(4) If a charter officer terminates employment after becoming partially vested, his or her vested benefit (i.e., the product of the vested percentage and the benefit accrued) shall be fixed. Upon subsequent non-consecutive reemployment, the individual shall be treated as a new employee, with a new hire date, for purposes of accruing benefits and earning nonforfeitable benefits.

3. *Retention of benefit rights upon termination of employment after ten years' service or after becoming partially vested as a charter officer.* A participant whose employment with the employer is terminated prior to his or her normal retirement date and who has completed ten consecutive years of credited service, as defined in section 5 of this article VII, shall retain a nonforfeitable right to his monthly accrued benefit as of his or her date of termination of employment. Notwithstanding the preceding, a charter officer who is partially vested shall retain a nonforfeitable right in his or her vested percentage of monthly accrued benefit (i.e., vested percentage multiplied by accrued benefit) as of his or her date of termination of employment.

4. *No nonforfeitable rights when termination of employment caused by death or participant dies subsequent to termination and prior to early or normal retirement dates.* Should a participant's termination of employment with the employer be caused by the participant's death or should the participant die subsequent to his or her date of termination and prior to his early retirement date or normal retirement date, he or she shall not, in the absence of any contrary provision of article VI, retain any nonforfeitable rights hereunder.

5. *Ten consecutive years of credited service*. Solely for purposes of this article VII, the term "ten consecutive years of credited service" means ten consecutive years of full-time active employment with the employer, except that (a) the following periods of absence shall be included and deemed a part of consecutive years of credited service for such purposes: (1) any period of paid leave, including short-term and long-term disability, (2) any period for which Workers' Compensation is paid, and (3) any period of qualified military service as set forth in subsection 3(c) of article II; (b) the following periods of absence shall not break otherwise consecutive periods of active full-time employment: (1) any approved unpaid leave not listed in subsection 5(a) of this article VII, which does not exceed one year (unless an extension is approved by the employer), and (2) any period of Family Medical Leave Act leave; and (c) any other period of absence or period subsequent to a termination of employment shall constitute a break in consecutive years of credited service.

6. *Authorization to elect early retirement benefit*. Subject to the provisions of section 2 of article XIII, if a participant meets the years of credited service requirement as set forth in section 2 of article IV at the date of his or her termination of employment, such participant may elect, in lieu of a benefit payable on the first day of the month coincident with or next following his normal retirement age, to receive a benefit payable on an early retirement date. Such early retirement benefit will be payable in accordance with section 3 of article V and will be payable in a form as determined in accordance with article VI.

7. *Amendments to vesting provisions not to deprive of nonforfeitable rights.* No amendment to the vesting provisions shall deprive a participant of his nonforfeitable right accrued (without regard to such amendment) as of the later of the adoption date or effective date of the amendment.

8. *Determination of accrued benefits and nonforfeitable rights in accordance with plan in effect on date of termination of employment.* A participant who terminates employment shall have his or her accrued benefits and nonforfeitable right to a retirement benefit hereunder determined in accordance with the provisions of the plan in effect as of the date of such participant's termination of employment.

9. *Transfer of employment.* Should a participant's employment with the employer be transferred to an employment classification other than the specified employment classification as set forth in article III, such participant shall not accrue credited service for any purposes of this plan during such period.

   If such participant shall, prior to termination of his employment or actual retirement, be reinstated in the employment classification as set forth in article III, he or she shall retain all credited service accrued prior to his or her transfer date and shall commence to accrue additional credited service under the plan. Upon termination of his or her employment, such participant's retirement benefit shall be based on his or her total credited service accrued as a participant under this plan only.

   If such participant shall accrue credited service under any other qualified defined benefit pension plan of the employer for any period during which he or she was not employed in the employment classification as set forth in article III and is not reinstated in the employment classification as set forth in article III at the time he or she should subsequently become eligible for retirement benefits hereunder, such participant's retirement benefit shall be based on his or her accrued benefit (as defined in the plan as of the date of transfer) using his or her total credited service accrued as a participant under this plan only. No participant shall be eligible to receive retirement benefits under the plan for any period of credited service for which he or she is receiving retirement benefits under such other plan of the employer.

   Notwithstanding section 2 of article II, should a participant's employment with the employer be transferred into the specified employment classification as set forth in article III, such participant's retirement benefit shall be based on his accrued benefit using his total credited service accrued as a participant from the date he or she is transferred into the specified employment classification as set forth in article III. No participant shall be eligible to receive retirement benefits under the plan for any period of credited service for which he or she is receiving retirement benefits under another plan of the employer.

10. *Public employment related, drug related or other crime*. Notwithstanding any other provision to the contrary, benefits otherwise payable under the plan shall be reduced or forfeited upon final conviction for a public employment-related crime or final conviction for a drug-related crime, in accordance with and subject to the applicable provisions of O.C.G.A. Sections 47-1-20 through 47-1-23. The terms of O.C.G.A. Section 47-1-20 et seq. are incorporated herein by reference, including any future amendments thereto.

    Survivor benefits or refunds otherwise payable to a person upon the death of a participant, terminated participant, retired participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a participant, terminated participant, retired participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. Section 47-1-24. The terms of O.C.G.A. Section 47-1-24 are incorporated herein by reference, including any future amendments thereto.

    In the event the employer shall receive, prior to payment of a benefit under the Plan, information providing a reasonable basis for belief that the participant or beneficiary has violated the terms of this provision the employer may freeze the distribution of benefits to the participant pending the determination whether such violation has occurred.

(Ord. of 9-18-2014 , § 1 (Exh. A); Ord. of 6-7-2016(4), §§ 4, 5)

Sec. 1-14-8. Article VIII—Funding.

1. *Funding policy required.* The employer shall adopt a funding policy for this plan. No employee contributions shall be permitted or required.
2. *Authority to make group annuity contract payments; holding in equity account; authority to change agencies and vehicles.* For the purpose of carrying out any such funding policy, the employer may enter into and make periodic payments under a group annuity contract. Any amounts so paid may, at the direction of the employer, be held in an equity account maintained in conjunction therewith. The employer expressly reserves the right to change funding agencies or vehicles at any time at its own election and without the consent of any person or organization.
3. *Use or diversion of funds to other purposes prohibited; administrative expenses excepted.* No part of the funds held under this plan shall be used for or diverted to purposes other than for the exclusive benefit of participants, their spouses, or their beneficiaries covered under this plan prior to the satisfaction of all liabilities hereunder with respect to them, provided that any funds under this plan may be used to pay reasonable plan administration expenses.
4. *Interest of individuals in contributed funds.* Other than for employee contributions and interest thereon held under this plan, no person shall have any interest in or right to any of the funds contributed to or held under this plan except as expressly provided in this plan and the group annuity contract and then only to the extent that such funds have been contributed by the employer. ~~Employee contributions to the Clarke County Pension Plan cannot be distributed in a lump sum or as installment payments.~~
5. *Employer to pay other costs.* The employer shall pay any and all other costs required for the operation of this plan.

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-9. Article IX—Administration.

1. This plan shall be administered by the employer in accordance with this plan and the group annuity contract, and for purposes of such plan administration, the employer is hereby deemed to be plan administrator and named fiduciary.

2. The administrator shall have the discretion and authority and responsibility to determine the benefits payable under this plan; shall administer the plan in accordance with the terms of the plan; shall have the power to determine all questions arising in connection with the administration, interpretation and application of the terms of this plan, including without limitation, questions of eligibility for participation, eligibility for benefits, amount of accrued benefit, and the timing of the distribution thereof (subject to the provision that such power shall be consistently applied in a nondiscriminatory manner among all participants). All such interpretations, constructions and corrections of plan provisions shall be final and binding upon all parties, including without limitation the employer, employees and their families, dependents, and beneficiaries. The administrator may require participants to apply in writing to the administrator for benefits hereunder and to furnish satisfactory evidence of their date of birth and marital status and such other information as deemed advisable by approval of the Mayor and Commission.

3. If a participant's application for retirement benefits has been rejected by the administrator, then the administrator shall notify the participant of such rejection in writing, setting forth the specific reasons for such rejection. Such written explanation shall be written in a manner calculated to be understood by the participant.

4. The Administrator shall also afford to any participant whose claim for pension benefits has been denied a reasonable opportunity for a full and fair review of the decision to deny pension benefits in accordance with the procedures set forth below:

    (a) Within ten working days from the date of the initial decision by the Human Resources staff who assist in administration of the Plan, which decision shall be confirmed in writing by staff, a participant seeking to contest or appeal the staff decision shall submit to the Administrator an appeal in writing that states the specific claim and relief desired to be considered by the Administrator. Within ten working days from the filing of the appeal, the Administrator will provide a written response to the participant.

    (b) If the participant is not satisfied with the Administrator's decision, within ten working days from the date of the Administrator's decision, the participant may file with the Administrator a request for review of the decision by the Manager. Within 20 working days after reviewing a request to hear an appeal, the Manager, or designee, will acknowledge receipt and schedule a meeting to review the facts or will respond in writing, at his/her discretion. The Manager's review will include a review of the law, the facts, the circumstances, the findings, and the Administrator's decision. The relevant law, facts and circumstances, findings and decisions will be summarized and presented to the Manager or designee by the Administrator. It shall be the burden of the participant on appeal to establish that the decision in question does not substantially comply with the pension plan or that the factual basis upon which the adverse action was taken is not true and correct or was substantially inaccurate in all relevant and material aspects. Following a desk review of the information presented in writing by the Administrator and the participant, the Manager or designee, may at his discretion schedule a meeting with the parties to clarify any issues in question in order to have complete information before making a decision. The written decision of the Manager to confirm or overturn the Administrator's decision shall be the final decision of the Unified Government of Athens-Clarke County.

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-10. Article X—Discontinuance of employer contributions, plan amendments and mergers.

1. The employer intends to continue its sponsorship of this plan and payment of contributions to this plan indefinitely; but continuance of such sponsorship and such contributions is not assumed as a contractual obligation, or other obligation, of the employer and the right is reserved by the employer to cease its sponsorship of this plan or to reduce, suspend, or discontinue its contributions hereunder at any time. In the event of a suspension of contributions which ripens into a discontinuance, such discontinuance shall be retroactive to the date the last suspension of contributions commenced.

2. The plan may be amended at any time and to any extent by approval of the Mayor and Commission. No such amendment, however, shall:

   (a) Vest in the employer any interest in the funds accumulated in accordance with this plan or the retirement benefits provided hereunder; or

   (b) Deprive any participant who has retired under this plan prior to the date of amendment, of any retirement benefit under this plan or change the provisions thereof; provided, however, that any change or modification for the purpose of conforming this plan to the requirements of the Internal Revenue Code of the United States or of any other pertinent provisions of Federal or State Law, or of any regulation or ruling of any duly constituted authority in connection therewith, may be made effective at any time with retroactive effect; or

   ~~(c)~~ ~~[Reserved]~~

   (~~d~~c) Be effective to the extent that any change contained therein (including a change in the actuarial basis for determining optional or early retirement benefits) has the effect of decreasing a participant's accrued benefit determined (without regard to such amendment) as of the later of the adoption date or effective date of the amendment. Notwithstanding the preceding sentence, a participant's accrued benefit may be reduced to the extent permitted under section 412(c)(8) of the Code or under regulations promulgated by the U.S. Secretary of the Treasury, as if such law were applicable. For purposes of this subparagraph (d), an amendment which has the effect of eliminating or reducing an early retirement benefit, a retirement-type subsidy, or an optional form of benefit, with respect to benefits accrued before the later of the amendment's effective date or adoption date, shall be treated as impermissibly reducing a participant's accrued benefit. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, or a death benefit (including life insurance).

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-11. Article XI—Plan termination procedures.

1. If the plan is terminated or the employer permanently ceases to contribute to the plan, each participant shall be vested to the extent funded, and the assets of this plan available to provide benefits shall be allocated in a fair and equitable manner among those participants, spouses and beneficiaries affected by such termination. An allocation of assets as though the plan were subject to section 4044 of ERISA shall be deemed to satisfy the requirements of this section 1 of article XI.

2. Any assets of this plan which remain after provision has been made to satisfy all liabilities of this plan, unless in contravention of any provisions of law, shall be distributed to the employer.

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-12. Article XII—[Reserved].

Sec. 1-14-13. Article XIII—Miscellaneous.

1. *Inclusion in plan construes no right of employment or claims or interest in benefits.* Inclusion in this plan shall not be construed as giving the participant any right to be retained in the service of the employer without the employer's consent, nor shall it interfere with the right of the employer to discharge the participant, nor shall it give the participant any right, claim or interest in any retirement benefits herein described except upon fulfillment of the provisions and requirements of this plan.

~~2. *Lump sum settlements.* This section 2 of article XIII is deleted effective January 1, 2006.~~

~~(a) If a vested participant terminates employment, and the present value of such participant's nonforfeitable accrued benefit does not exceed (or at the time of any prior distribution did not exceed) $3,500.00, the participant or the person designated by him to receive payments upon his death, if applicable, shall receive a lump sum settlement of such present value and any nonvested portion of his accrued benefit will be forfeited. For purposes of the preceding sentence, if the present value of a participant's vested accrued benefit is zero, the participant shall be deemed to have received a lump sum settlement of such present value. For purposes of this section, a participant receiving disability benefits pursuant to the provisions of this plan shall be deemed to have terminated employment upon attainment of his normal retirement date. No distribution may be made under the preceding provisions of this section 2 after a participant's annuity starting date unless the participant and, if applicable, his spouse (or where the participant has died, the surviving spouse) consent to such distribution within 90 days of the distribution date. For purposes of this section 2, "annuity starting date" and "spouse" shall have the respective meaning set forth in article VI hereunder. A lump sum settlement shall be made any time after the participant's termination of participation but prior to the close of the second plan year following the plan year in which the termination occurs, even though the participant or the person designated by him to receive payments upon his death, if applicable, is not otherwise entitled to commencement of benefit payments at such time under other provisions of the plan.~~

~~(b) For purposes of this section, "termination of participation" shall mean:~~

~~(1) The day such lump sum is distributed for all participants who terminated employment prior to July 7, 1992; provided, that such distribution occurs prior to July 8, 1993; or~~

~~(2) The day employment is terminated for all participants who terminated employment on or subsequent to July 7, 1992 and before September 18, 2014.~~

~~(c) The present value shall be determined without regard to the participant's sex based upon the interest rate and mortality assumptions determined as of the first day of the plan year that contains the participant's annuity starting date used by the Pension Benefit Guaranty Corporation for single employer plan terminations.~~

~~(d) (1) If the plan is amended to change the time for determining the Pension Benefit Guaranty Corporation interest rate and mortality assumptions, then any lump sum settlement in the one-year period commencing at the time such amendment is effective (if the amendment is effective on or after the adoption date) shall be based on the interest rate and mortality assumptions determined under the plan, either before or after the amendment, which will result in the larger benefit. If such amendment is adopted retroactively (i.e., the amendment is effective prior to the adoption date), then the interest rate and mortality assumptions which will result in the larger benefit shall be used for any lump sum~~

~~settlement made in the period beginning with the effective date of the amendment and ending one year after the amendment's adoption date.~~

~~(2) In addition, in no event shall an amendment changing the method for determining a lump sum settlement (as a result of retirement, disability, or death) deprive a participant of his lump sum settlement so determined to the later of the effective date or adoption date of any such amendment. Should an amendment be adopted which directly or indirectly affects the computation of a participant's lump sum settlement, such participant's lump sum settlement so determined shall be equal to or greater than the lump sum settlement determined (without regard to such amendment) as of the later of the amendment's adoption date or effective date.~~

~~(3) If a vested participant receives a lump sum settlement pursuant to this section 2 of article XIII, which is equal to the present value of his entire accrued benefit and subsequently resumes covered employment under the plan, he or she shall not have the right to restore his accrued benefit relating to such distribution.~~

~~(e)~~2. *Direct rollovers.* This subsection XIII, 2~~(e)~~ generally applies to eligible rollover distributions on or after January 1, 1993.

(~~1~~a) *Rollover election.* Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this subsection XIII, 2~~(e)~~, a distributee may elect, at the time and in the manner prescribed by the board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(~~2~~b) *Definitions*.

(~~i~~1) *Eligible rollover distribution*. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(~~ii~~2) *Eligible retirement plan*. An eligible retirement plan is a qualified trust described in section 401(a) of the code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, ~~and with respect to distributions after December 31, 2001,~~ an annuity plan described in section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, ~~and for distributions after December 31, 2007~~ a Roth individual retirement plan described in section 408A of the Code, and any of which accepts the distributee's eligible rollover distribution, and, in the case of an eligible plan under section 457(b) of the Code. For ~~distributions made after December 31, 2001, for~~ purposes of the direct rollover provisions of XIII, 2~~(e)~~ of the plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the code

that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(~~iii~~3) *Distributee*. A distributee includes an employee or former employee. In addition, the Employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Effective for distributions made on or after January 1, 2010, a distributee includes a non-spouse beneficiary, provided the direct rollover is made by a direct trustee-to-trustee transfer and such direct rollover is made in accordance with section 402(c)(11)(A) of the Code, applicable regulations, and other guidance issued by the Internal Revenue Service.

(~~iv~~4) *Direct rollover*. A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

3. *Assigning, commuting or encumbering benefits prohibited; protection from attachment, garnishment or other processes.* No person entitled to benefits under this plan shall have the right to assign, commute or encumber the benefits herein provided. To the maximum extent permitted by law, the benefits or payments herein provided shall not in any way be liable to attachment, garnishment or other process, or to be seized, taken, appropriated or applied by any legal or equitable process to pay any debt or liability of such person. The preceding also applies to the creation, assignment or recognition of a right to any benefit payable with respect to a participant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order as defined in section 414(p) of the ~~Internal Revenue Code or any domestic relations order entered before January 1, 1985~~Code. Upon receipt of a domestic relations order, the administrator shall, within a reasonable period of time, review the domestic relations order to determine whether it is a qualified domestic relations order. The administrator shall promptly notify the participant and the alternate payee(s) of the procedures for determining whether such order is qualified.

4. *Governing law*. The Plan shall be governed by the laws of Georgia, including the conformity to Federal law provisions in Article 6 of Title 47 of the Official Code of Georgia, O.C.G.A. Section 47-1-80 et seq. (which are hereby incorporated herein by reference), and the Public Retirement Systems Standards Law, O.C.G.A. Section 47-20-1 et seq. It is the intent of the governing authority that this Plan be maintained as a qualified governmental pension plan under the applicable provisions of the Code, and any ambiguities in the construction hereof shall be interpreted in order to effectuate such intent.

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-14. Article XIV—Permanent and total disability.

1. A participant who terminates employment prior to his normal retirement date as a result of a disability and who is subsequently deemed to be permanently and totally disabled in accordance with the employer's current long-term disability program shall be entitled to additional credited service as specified in section 3 of article XIV.

2. The administrator may require proof of continued disability. Such proof may be required from time to time but not more frequently than once every six months.

3. Any participant who is disabled will continue to accrue credited service to the earlier of his or her normal retirement date, death or recovery.

4. If the participant survives to his normal retirement date, the participant shall be vested and begin to receive his or her normal retirement benefit. The normal retirement benefit shall include the years of credited

service stated in section 3 of article XIV above and the accrued benefit which would have been payable at his or her normal retirement date using his or her average monthly earnings as of the date of disability. The form of payment of the normal retirement benefit will be in accordance with and subject to the provisions and restrictions of article VI.

If the disability status ceases as a result of the participant's death, the participant's surviving spouse (if any) shall be entitled to receive a monthly survivor benefit in accordance with and subject to the provisions of section 4 of article VI.

(Ord. of 9-18-2014 , § 1 (Exh. A))

Sec. 1-14-15. Article XV—Pension board.

1. *Members of the pension board.* The plan shall be administered by a pension board consisting of seven voting members and three nonvoting ex officio members. Such members are as follows:

Voting Members:

(a) Manager.

(b) Human resources director.

(c) Finance director.

(d) Commissioner, to be selected by the mayor and commission.

(e) Two employees currently vested in the pension plan to be selected by a majority vote of employees who are included in the plan:

(1) Employee representing public safety; and

(2) Employee representing general employees.

(f) One retired employee who is drawing retirement benefits and elected by the Athens-Clarke County Retirees Association or its successor organization. Said retired employee to serve a three-year term at the expiration of the term of the current at-large employee on December 31, 2002.

Ex Officio/Nonvoting Members:

(a) Athens-Clarke County Attorney;

(b) ~~Compensation and benefits~~Benefits and wellness administrator; and

(c) Assistant human resources director who shall serve as secretary to the board.

~~(~~2~~)~~. *Meeting for the purpose of election.* A meeting for the purpose of election of the voting members shall be held within 30 days following the effective date of this section, and all persons qualified to vote shall be notified by the secretary of the board five days before such meeting, giving the exact time and place of such meeting.

~~(~~3~~)~~. *Terms of pension board members.* The manager, the human resources director and the finance director shall serve continuously as members of the board. The commission member shall serve during his/her term of office. The ~~original effective date of this ordinance shall be January 1, 2002. The~~ terms of office shall be three years. ~~In order to achieve staggered terms, the initial term of office of the public safety employee shall expire December 31, 2003; the initial term of office of the general government employee shall expire December 31, 2004; and the initial term of office of the retiree shall expire December 31, 2005.~~ No elected representative shall serve more than two consecutive terms.

If a vacancy occurs in the offices of the voting members, the vacancy shall be filled for the unexpired term within 30 days and in the same manner as the office was previously filled. Should a voting member of the board be retired under this article or cease to be in the employ of Athens-Clarke County, his or her office, as a member of the board shall be declared vacant. If the title of any position designated to serve on the board is changed, the ACC Manager shall determine the successor position to serve on the board.

~~(~~4~~)~~. *Administrative duties of the pension board members.* The pension board shall be responsible for the administrative and operational functions necessary or appropriate for the administration of the plan.

The board shall have such powers as are necessary for the proper administration of the plan, including, but not limited to, the following:

(a) On an annual basis the pension board will review benefits provided to participants in conjunction with preparing the budget document, and make recommendations to the mayor and commission concerning changes in the plan to ensure a progressive and competitive retirement program for government employees;

(b) To hear appeals from any participant dissatisfied with any determination made by the human resources department relative to such participant's application for or receipt of retirement benefits;

(c) To establish and maintain the pension fund investment policy;

(d) To review the work of the plan consultants and actuary;

(e) To receive and review the annual actuarial valuations of the plan;

(f) To interview and select investment managers to any funding media and/or investment services; and

(g) Recommend changes and enhancements to the pension plan which must be approved through the budget process by the mayor and commission.

~~(~~5~~)~~. *Meeting of the pension board*. To constitute a quorum for the transactions of business, there shall be required to be present at any meeting of the board at least four members. Decisions of the board shall be by a majority vote and shall be binding. The board shall meet as often as necessary to conduct business of the board, but not less often than quarterly.

~~(~~6~~)~~. *Entitlement to professional assistance.* The board and any member thereof shall be entitled to reply upon the correctness of any information furnished by the institution used as the funding media of the plan, the plan consultant or actuary, the investment advisor, the Athens-Clarke County Attorney and/or any attorney who may, from time to time, be retained by the board. Neither the board nor any of its members, nor the employer, nor any official or other representative of the employer shall be liable because of any act or failure to act on the part of the board or any of its members, to any person whatsoever; except that nothing therein shall be deemed to relieve any such individual from liability for his or her own fraud or bad faith.

~~(~~7~~)~~. *Pension administrator.* The human resources director shall be the pension administrator of the Athens-Clarke County Employees' Pension Plan and shall implement the procedures, policies and decisions of the pension board. Such director shall appoint a staff to assist in the administration of the plan and shall prescribe the duties of such individuals.

~~(~~8~~)~~. *Evaluation of investment performance.* From time to time, but no less often than annually, the pension board shall evaluate the performance of the investment managers and determine whether or not to retain the services of the investment managers or to secure the services of a different investment manager.

~~(~~9~~)~~. *Government contribution to pension fund.* Athens-Clarke County government shall contribute to the pension fund on an annual basis as referenced in the annual actuarial report.

(Ord. of 9-18-2014 , § 1 (Exh. A))

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Total Changes:	335

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

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

SECTION 1. Section 1-9-7 of the Code of Athens-Clarke County, Georgia, entitled "*Leaves of Absence*," is hereby amended by modifying sub-section (l) thereof as follows:

First, Section 1-9-7, sub-section (l), paragraph (a), sub-paragraph (v), shall be amended by replacing the word "six" with the word "three", so that said sub-paragraph now reads as follows:

v. The employee has not already exceeded the maximum of three weeks of Donated Leave use in the previous 12 months.

Second, Section 1-9-7, sub-section (l), paragraph (b), shall be amended by deleting sub-paragraph (iv) in its entirety, deleting the semi-colon and the word "or" after sub-paragraph (iii) and adding a period thereto, and adding the word "or" after sub-paragraph (ii), so that said paragraph (b) now reads as follows:

b. *Qualifying Reasons for Use of Donated Leave*. Donated leave may only be approved for circumstances that would otherwise be eligible for the use of sick leave as described in section 1-9-7:

   i. A personal medical emergency;

   ii. Extended absence due to personal, non-work related illness or injury; or

   iii. Extended absence due to need to care for a spouse, child, parent, or other family member who experiences illness or injury and for whom the employee is a caregiver under approved or designated Family Medical Leave.

Third, Section 1-9-7, sub-section (l), paragraph (d) shall be amended by replacing the word "six" with the word "three," so that said paragraph now reads as follows:

d. *Maximum Annual Donated Leave Use*. The maximum amount of donated leave any employee may receive from the Pool within a rolling 12-month period is equivalent to the number of hours in their regular schedule over three weeks. Disbursements from the Pool will be on an hour for hour basis regardless of shift schedule.

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

SECTION 3. Should any provision, paragraph, sentence, or phrase of this Ordinance be rendered or declared invalid or void by any final decision of a tribunal with competent jurisdiction or by reason of preemptive legislation, the remaining provisions, paragraphs, sentences, or phrases of this Ordinance shall be deemed severable and remain in full force and effect.

SECTION 4. This ordinance shall become effective immediately upon its approval by the Mayor or its adoption into law without such approval.

SECTION 5. The Clerk of Commission, in consultation with the County Attorney, shall have the power to correct any scrivener's errors found herein.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

COMMISSION AGENDA ITEM

SUBJECT: Approval of Donated Leave Pool Policy to replace Mayor and Commission approved Policy and to revise ACCGov Personnel System § 1-9-7 (l). Leaves of Absence - Donated Leave.

DATE: March 13, 2024

EXECUTIVE SUMMARY:

This is a request to approve revision of *ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave* and adopt an updated Donated Leave Policy. The ACCGov Donated Leave Pool is intended to provide temporary relief from financial loss faced by qualified employees who have exhausted their paid leave options and require additional leave for qualifying reasons. The Donated Leave Pool accepts voluntary donations of unused leave accruals from ACCGov employees, creating a standing pool of leave available for use by qualified applicants. Applications to use leave from the Donated Leave Pool are subject to approval by Human Resources to determine the eligibility of the applications.

BUDGET INFORMATION:

REVENUES: $0

EXPENSES: $0
ANNUAL:
CAPITAL:
OTHER:

FUNDING SOURCE: N/A

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

1. Approve revision of *ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave*. **(Attachment #1);**
2. Approve the adoption of the attached Donated Leave Pool Policy to replace Mayor and Commission approved Donated Leave Policy **(Attachment #2)**; and
3. Authorize Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On January 14, 1991, the Unified Government of Athens-Clarke County (ACCGov) Code of Ordinances was adopted to include a range of paid and unpaid leave types under *ACCGov Personnel System, § 1-9-7. Leaves of Absence*.

2. In January 2000, the ACCGov Mayor & Commission approved a Contributory Leave Policy. The policy provides opportunity for income replacement to those who are experiencing a personal illness or injury and do not have sufficient vacation, sick or compensatory leave to cover an extended absence from work. This policy allows the employee's colleagues to voluntarily contribute leave for a unique circumstance. For an employee who has demonstrated good stewardship of his or her leave accruals and such leave is exhausted, the Contributory Leave Policy serves to fill a period of what would otherwise be unpaid leave, such as during the six week elimination period to be approved for Short-Term Disability benefits.

3. On November 3, 2015, the ACCGov Mayor & Commission approved updated Contributory Leave Policy.

4. On February 21, 2021, the Mayor & Commission approved addition of Donated Leave as a leave type in ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave and approved the adoption of the Donated Leave Pool Policy to replace Mayor and Commission approved Contributory Leave Policy.

FACTS & ISSUES:

1. The proposed Donated Leave Pool Policy **(Attachment #2)** provides temporary relief in the form of paid leave option "of last resort." The Donated Leave Pool accepts voluntary donations of leave accruals from ACCGov employees government-wide, and creates a standing pool of donated leave. Applications to use Donated Leave are subject to approval by the Human Resources Department, who determine the eligibility of those applications per policy criteria.

2. The Donated Leave Pool represents a more robust resource for employees, particularly in smaller departments where employees may understandably be less willing or able to donate leave. By soliciting leave government-wide for a standing pool, risk and burden of donation are spread across all eligible employees.

3. The Donated Leave Pool represents the ACCGov Core Value that encourages employees taking care of each other. Employees would not have to donate leave to receive donated leave; nor would they be required to "pay back" ACCGov for use of donated leave.

4. Donated Leave is converted from giver to receiver on an hour for hour basis, regardless of pay level. Based on experience, hour for hour donation most often results in donations by employees who are of longer tenure, who are in a position to give leave due to years of service and accrued leave balances, and often at a higher hourly rate than those receiving

such leave. Recipients are most often be those who are of shorter tenure and lower hourly rate.

5. The updated language to ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave **(Attachment #1)** includes changing the maximum number of allowable weeks of Donated Leave usage from six to three. This reflects a change in the Short Term Disability elimination period from six weeks to three weeks. Employees in a no pay status are often able to bridge the gap in income between the onset of an illness or injury and the commencement of short term disability benefits.

6. The updated language to ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave **(Attachment #1)** also includes elimination of bereavement as a qualifying reason for use of donated leave. There is a general tax law concept that the individual who earns paid time off and has the choice to receive it as income (use the time) or dispose of it (donate it), is still obligated to pay taxes on it. Therefore, any leave earned by one employee and donated to another would be taxable income to both parties. However, the Internal Revenue Service (IRS) allows for two exceptions in which leave can be donated without negative tax consequences to the donor. Therefore, employees who would like to make a request to receive donated sick/personal time from their co-workers must have a situation that meets the following criteria:

    a. Medical emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child or parent.

    b. Major disaster, defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

    c. This request supports the ACCGov Strategic Plan Goal Area #3 Organizational Improvement, Strategy A., Initiatives 1., 2., and 3.:
        A. Develop strategies to recruit, reward, and retain high performing employees, both internally and externally, including individuals coming out of the justice system:
            1. Meet current and future workforce needs.
            2. Become an employer of choice in the community.
            3. Encourage employee health and work life balance.

OPTIONS:

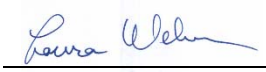
1. To request that the Mayor and Commission:
    a. Approve revision of ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave. (**Attachment #1**);
    b. Approve the adoption of the attached Donated Leave Pool Policy to replace Mayor and Commission approved Donated Leave Policy (**Attachment #2**); and
    c. Authorize Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve adoption of the attached Donated Leave Policy to replace Mayor and Commission approved Donated Leave Policy and do not approve revisions to ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave.

3. Mayor and Commission Defined Option.

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

DEPARTMENT:
Prepared by: Laura Welch



Laura Welch — March 13, 2024
Laura Welch — Date:

ADMINISTRATIVE COMMENTS:

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



April 8, 2024
Manager — Date:

ATTACHMENTS:

Attachment #1: *ACCGov Personnel System § 1-9-7 (l) - Leaves of Absence - Donated Leave*

Attachment #2: Donated Leave Pool Policy

Sec. 1-9-7. Leaves of absence.

(l) *Donated leave*. Upon ACCGov Mayor and Commission approval, and under ACCGov Manager approved policy, may be used by employees that meet the following criteria and have one or more qualifying reasons for use of donated leave.

a. *Eligibility Criteria for Use of Donated Leave*. All of the following criteria must be met in order to be eligible to apply for use of donated leave from the Pool:

i. The employee is actively employed in a full-time ACCGov position.

ii. The employee has exhausted all paid leave options.

iii. The employee is not receiving any other paid benefit (e.g., Short-term Disability).

iv. The employee has been, is currently, or will soon be in a "no pay status" due to a qualifying reason as defined herein under Qualifying Reasons for Use of Donated Leave.

v. The employee has not already exceeded the maximum of ~~six~~ three weeks of Donated Leave use in the previous 12 months.

vi. The employee has demonstrated good leave stewardship as defined herein under Leave Stewardship.

b. *Qualifying Reasons for Use of Donated Leave*. Donated leave may only be approved for circumstances that would otherwise be eligible for the use of sick leave as described in section 1-9-7:

i. A personal medical emergency;

ii. Extended absence due to personal, non-work related illness or injury;

iii. Extended absence due to need to care for a spouse, child, parent, or other family member who experiences illness or injury and for whom the employee is a caregiver under approved or designated Family Medical Leave; or

iv. ~~Need for leave following the loss of a spouse, child, biological parent, adoptive parent, step-parent, legal guardian, custodian, mother-in-law or father-in-law.~~

c. Unless funded by the Mayor and Commission, donated leave must be budget neutral; or of negligible impact to current fiscal year and near-term out fiscal years (e.g., costs are already budgeted; sufficiently offset to be so; costs are attenuated over a relatively long period of time; or costs are eligible for reimbursement or otherwise recoverable).

d. *Maximum Annual Donated Leave Use*. The maximum amount of donated leave any employee may receive from the Pool within a rolling 12-month period is equivalent to the number of hours in their regular schedule over ~~six~~ three weeks. Disbursements from the Pool will be on an hour for hour basis regardless of shift schedule.

e. *Concurrent Leave Use*. Donated Leave hours shall not be disbursed if an employee is receiving Worker's Compensation benefits, or any other paid benefit (e.g., Short-Term or Long-Term Disability), and shall not be used concurrently with any other type of paid leave, income replacement or other paid benefit.

f. *Miscellaneous*. Employees who receive donated leave are not required to "pay back" that leave in financial or leave form. A biweekly employee who has taken donated leave and/or sick leave, with or without pay, for ten working days shall not earn sick leave credit for the following pay period.

(Ord. of 7-3-91, § 1; Ord. of 7-6-93, § 1; Ord. of 11-2-93, § 1; Ord. of 4-5-94, § 1; Ord. of 7-2-96, § 1; Ord. of 7-6-99, § 1; Ord. of 6-3-2014, § 18; Ord. of 2-2-2021(2) , § 1; Ord. of 2-2-2021(3) , § 1; Ord. of 6-7-2022(1) , § 1)

Donated Leave Pool Policy

POLICY AND PROCEDURE NUMBER: HR – 007

EFFECTIVE DATE: May 7, 2024

I. Purpose

The purpose of this policy is to define the rules and procedures for the Unified Government of Athens- Clarke County (ACCGov) Donated Leave Pool (the Pool).

II. Overview of Program

The ACCGov Donated Leave Pool is intended to provide temporary relief from financial loss faced by qualified employees who have exhausted their paid leave options and require additional leave for qualifying reasons. The Donated Leave Pool accepts voluntary donations of unused leave accruals from ACCGov employees, creating a standing pool of leave available for use by qualified applicants. Applications to use leave from the Donated Leave Pool are subject to approval by Human Resources to determine the eligibility of the applications.

III. Administration of the Leave Pool

The Human Resources Department shall be responsible for administration of the Donated Leave Pool and for maintaining associated records under the direction of the ACCGov Manager.

IV. Leave Pool Donations

A. Establishment of the Donated Leave Pool

The Pool will be established through a designated initial donation period. The Pool must initially accrue to a minimum of two-thousand (2,000) donated leave hours before any disbursement of donated leave may be made.

B. Designated Donation Periods

Employee donations of leave to the Pool may only be made during designated donation periods. April and October shall be a recurring designated donation period to reload the donation. Additional donation periods may be authorized by the ACCGov Manager, as needed, to maintain a sufficient balance of donated leave for purposes of this policy up to the maximum balance of the Pool. Leave donations to the pool outside of designated donation periods are not permitted unless the Pool has been depleted and a Special Donation has been approved.

C. Donated Leave Pool Maximum Balance

The Pool is capped at ten thousand (10,000) donated leave hours. The ACCGov Manager may temporarily raise the maximum balance (the Pool Cap) under a Mayor & Commission or ACCGov Manager declared emergency by written directive to the Human Resources Director. The Pool will be returned to the 10,000 cap upon declaration that the emergency has ended.

D. Value of Donated Leave

Donations and uses of leave from the Pool will be valued on an hour for hour basis, regardless of the hourly rates of the employees donating or receiving the leave (i.e. one hour donated is one hour available for use). Approved recipients of donated leave will be compensated at 100% of their hourly rate of pay for each hour used.

E. Leave Types Allowable for Donation

Accrued and unused leave types eligible for voluntary donation to the Pool are limited to vacation leave, sick leave, compensatory time, and managerial time.

F. Limits on Leave Donations

Individual employees are limited to donating a maximum of eighty (80) hours of leave per donation period. Donations of any one type may not exceed forty (40) hours per donation period. Donations must be made in increments of one hour.

G. Donating Leave to the Pool

Individual employees who wish to voluntarily donate their accrued, unused leave to the pool must submit a completed Leave Donation Form to Human Resources. The form must indicate the number and type(s) of leave hours to donate, and it must include the employee's signature acknowledging the terms of the Donated Leave Pool policy. The form must be received within the designated donation period. Forms received prior to or after the designated donation period will be disregarded. In the event that an employee does not have sufficient leave of the type that they had donated, only the remaining balance of that leave type will be deducted.

H. Relinquishment of Donated Leave

A voluntarily donating employee's property right, ownership and claim to donated leave is relinquished upon the date of ACCGov Human Resources receipt of the employee's Leave Donation Form as described herein.

I. Timing of Leave Donation Processing

Donations will typically be deducted from employee leave balances via payroll at the end of the bi-weekly pay period in which the designated donation period concludes. After processing, donations will be indicated on employee pay stubs, showing the number and type(s) of hours donated.

J. Excess Donations

In the event that the number of hours donated during a designated donation period would cause the balance of the Pool to exceed the maximum allowable balance (i.e. the Pool Cap), all donations will be reduced by an equal percentage such that the balance of the Pool reaches, but

does not exceed, the Pool Cap. Only the adjusted amount of leave will be deducted from the donating employee's leave balance.

K. Depleted Donation Pool

In the event that the number of hours donated to the Pool have been exhausted or depleted to an amount less than requested, then the requesting department may make a Special Donation request from their department outside of the designated donation period.

L. Limits on Special Donations

The department is limited to donating a maximum of forty (40) hours of leave per application during the Special Donation period. Individual employees from the department are limited to donating a maximum of sixteen (16) hours of leave per application during the Special Donation period.

IV. Using Leave from the Leave Pool

A. Eligibility Criteria for Use of Donated Leave

All of the following criteria must be met in order to be eligible to apply for use of donated leave from the Pool:

1. The employee is actively employed in a full-time ACCGov position.
2. The employee has exhausted all paid leave options.
3. The employee is not receiving any other paid benefit (e.g., Short-term Disability).
4. The employee has been, is currently, or will soon be in a "no pay status" due to a qualifying reason as defined herein under Qualifying Reasons for Use of Donated Leave.
5. The employee has not already exceeded the maximum of one hundred twenty (120) hours of Donated Leave use in the previous twelve (12) months on a rolling calendar year.
6. The employee has demonstrated good leave stewardship as defined herein under Leave Stewardship.

B. Qualifying Reasons for Use of Donated Leave

There is a general tax law concept that the individual who earns paid time off, and has the choice to receive it as income (use the time) or dispose of it (donate it), is still obligated to pay taxes on it. Therefore, any leave earned by one employee and donated to another would be taxable income to both parties. However, the Internal Revenue Service (IRS) allows for two exceptions in which leave can be donated without negative tax consequences to the donor. Therefore, employees who would like to make a request to receive donated sick/personal time from their co-workers must have a situation that meets the following criteria:

1. Medical emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the

exhaustion of all paid leave available. An immediate family member is defined as a spouse, child or parent.

2. Major disaster, defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

C. Leave Stewardship

For the purposes of this policy, an employee shall be considered to have demonstrated good leave stewardship by having no substantiated record of the following within one (1) year preceding the date of Application for Donated Leave; or for time of employment to date if less than one (1) year:

1. abuse of any leave type;
2. excessive leave use of any leave type; or
3. a pattern of time/attendance violations

A substantiated record of the above includes one or more of the following:

1. Documented verbal correction/counseling from a supervisor in the chain of command as provided to Human Resources with the employee's Application for Donated Leave. Such documentation must be dated and initialed/signed proximate in time to the described infractions.
2. Where Application for Donated Leave must be signed by a supervisor and department head, it is their responsibility to provide informal verbal correction/counseling information to Human Resources with the Application.
3. Formal progressive discipline in the official Employee File maintained and reviewed by Human Resources.
4. Human Resources documented abuse of leave or excessive leave based upon payroll records, informal investigation, or formal administrative investigation.

The following leave types as defined by law and the ACCGov Personnel System that have been duly approved and legitimately used by an employee must be excluded from consideration in evaluating an employee's leave stewardship:

1. Family Medical Leave or Extended Family Medical Leave
2. Emergency Paid Sick Leave
3. Short-Term Disability Leave
4. Long-Term Disability Leave
5. Military Leave
6. Civil Leave
7. Administrative Leave with Pay

8. Excused Other Leave
9. Absences due to injury or illness under Workers Compensation

D. Application for Donated Leave

Eligible employees who wish to apply to receive donated leave must submit an Application for Donated Leave to the Human Resources Department. The application includes:

1. Employee Full Name, Title, Department, Phone Number and E-Mail.
2. A brief written statement as to circumstances that led to exhaustion of available paid leave.
3. As appropriate, attached physician certification (i.e., Family Medical Leave certification) as to the nature of the illness or injury, the anticipated recuperation period required, and prognosis for recovery or return to work.
4. As appropriate, name of family member for whom extended leave is needed.
5. Date absence began or will begin, and anticipated date of return to work;
6. Number of hours requested up to a maximum of one hundred twenty hours (120) in a rolling year;
7. Number of hours of leave without pay incurred to date, if any;
8. Employee Applicant Attestation as to:
   i. Non-work related injury or illness;
   ii. Record of no substantiated leave abuse or excessive leave for the preceding one year; or for time of employment with ACCGov to date if less than one (1) year;
   iii. Number of hours of Donated Leave used within the past twelve (12) months;
9. Signature of supervisor in the chain of command and the department head.

E. Maximum Annual Donated Leave Use

The maximum amount of leave any employee may receive from the Pool within a rolling twelve (12) month period may not exceed one hundred and twenty (120) hours. Disbursements from the Pool will be on an hour for hour basis regardless of shift schedule.

F. Concurrent Leave Use

Donated Leave hours shall not be disbursed if an employee is receiving Worker's Compensation benefits, or any other paid benefit (e.g., Short-Term or Long-Term Disability), and shall not be used concurrently with any other type of paid leave, income replacement, or other paid benefit.

G. Partial Work Days

Once an employee receiving Donated Leave returns to work, he/she is eligible to receive Donated Leave for only the difference between regularly scheduled work hours per day and the actual hours worked per day. An employee returning to work four hours of an eight-hour workday could only receive Donated Leave for the remaining scheduled four hours.

H. Intermittent Family Medical Leave

Once an employee receiving Donated Leave returns to work after an extended illness or injury on approved intermittent Family Medical Leave, he or she may use Donated Leave for partial workdays where use of Donated Leave will be provided for only the difference between regularly scheduled work hours per day and actual hours worked per day.

I. Unused Donated Leave

In the event an employee does not use all donated leave requested and approved during the dates requested, any unused leave will be returned to the "pool." Should the employee need donated leave beyond the dates of the original request, the employee must submit a new application.

J. Miscellaneous

1. Employees who receive donated leave are not required to "pay back" that leave in financial or leave form.

2. A biweekly employee who has taken donated leave and/or sick leave, with or without pay, for an entire pay period shall not earn sick leave or vacation leave credit for the following pay period.

V. Human Resources Review Procedure

Human Resources will be responsible for maintaining all applications.

Human Resources shall review applications in the order received and determinations made and communicated in writing within five (5) working days of receipt.

Decisions must be based on legitimate, non-discriminatory factors and provide consistent determinations for similarly situated employees under this Policy.

Decisions will be provided in writing in a standard communication with determination on the application; number of hours approved; or reasons for denial to each applicant and copying Human Resources/Payroll.

The number of Donated Leave hours approved may be less than requested, in consideration of the specific facts and circumstances conveyed in the application, the number of applications relative to the balance of the Donated Leave Pool, and Donated Leave available to the applicant employee subject to annual maximum limits.

Employees may request review of denial of Application for Donated Leave from the Human Resources Director. Human Resources Director determination shall be final absent credible complaint under the ACCGov Discrimination and Harassment Policy, ACCGov Code of Conduct, or other complaint under

applicable state or federal law. Such determinations are otherwise not subject to the ACCGov Appeal and Grievance Procedure.

VI. Replacement of ACCGov Contributory Leave Policy

With the adoption of this policy, the previous ACCGov Contributory Leave Policy HR-001 and any other Donated Leave policies or practices are hereby terminated and discontinued.

VII. No Vested Rights; Policy Subject to Revision or Termination

The leave donation pool described herein is not a vested right and is subject to modification by the Manager or by the Mayor & Commission at any time in their sole discretion.

The ACCGov Donated Leave Pool may be discontinued at any time, and this policy altered at any time by ACCGov Manager.

Where any provision or language of this policy conflicts with or is inconsistent with related ACCGov Personnel System leave ordinance, or any applicable state or federal law, such law shall supersede this policy.

Recommended by:  Date: March 1, 2024

Laura Welch, Interim Human Resources Director

Recommended by: _____ Date: _____

Blaine Williams, Manager

AN ORDINANCE TO AMEND THE FY2025 OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE GRANT FUNDING, IF AWARDED, FROM THE GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL'S (CJCC) ACCOUNTABLILITY COURT GRANT PROGRAM FOR EXPENSES RELATED TO FELONY DRUG COURT, TREATMENT AND ACCOUNTABLILITY COURT, VETERAN'S COURT, DUI/DRUG COURT AND FAMILY TREATMENT COURT; 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 Grants Special Revenue Fund to provide grant funding, if awarded, from the Georgia Criminal Justice Coordinating Council's (CJCC) Grant Program for expenses related to Felony Drug Court, Treatment and Accountability Court, Veteran's Court, DUI/Drug Court, and Family Treatment Court. Said Operating budget is hereby amended as follows:

Grants Special Revenue Fund:

REVENUES:	
Increase:	
CJCC Accountability Grants:	$670,000
EXPENDITURES:	
Increase:	
Operating Expenses:	
Superior Court - Felony Drug Court	$170,000
Superior Court - TAC Court	$75,000
Superior Court - Veteran's Court	$135,000
State Court - DUI/Drug Court	$95,000
State Court – DUI/Drug Court DDBHDD	$10,000
Juvenile Court - Family Treatment Court	$185,000
Total	$670,000

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: Georgia Accountability Court Funding Program Grants – Western Judicial Circuit

DATE: March 6, 2024

EXECUTIVE SUMMARY: The Courts request permission to accept six Accountability Court awards (if awarded) totaling approximately $670,000. Accountability Courts provide an alternative to incarceration while maintaining high levels of participant accountability through rigid and successful treatment programs.

BUDGET INFORMATION:

REVENUES:	$170,000	(Felony Drug Court, Superior)
	$ 75,000	(Treatment and Accountability Court, Superior)
	$135,000	(Veterans Court, Superior)
	$ 10,000	(DBHDD, State)
	$ 95,000	(DUI/Drug Court, State)
	$185,000	(Family Treatment Court, Juvenile)
	$670,000	TOTAL (approximate)
EXPENSES:		
ANNUAL:	$670,000	(All Courts, approximate)
	$120,000	(15% Required Match, approximate*)
	$790,000	

FUNDING SOURCE:
- Criminal Justice Coordinating Council (Grant)
- General Fund Appropriation for Superior and State, and Juvenile Courts (Required Match)

(* Requested Grant Amount multiplied by 15 = then divided by 85 to give the total match. This method is set by the Criminal Justice Coordinating Council)

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request the Mayor and Commission:

a. Authorize Superior Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $170,000 to continue current funding and operation of Felony Drug Court;

b. Authorize Superior Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $75,000 to continue current funding and operation of Treatment and Accountability Court;

    i. Authorize execution of the Advantage Behavioral Health Systems Contract (ABHS); This contract is for 1 year and pays ABHS $1363 per month for the non-billable (attend staffing, acts as a Court liaison, attend Court sessions and prepare Court documents etc.) services a shared Counselor provides to the court.

c. Authorize Superior Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $135,000 to continue current funding and operation of Veterans Court;

d. Authorize State Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $10,000 to continue current funding and operation of DBHDD under DUI/Drug Court;

e. Authorize State Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $95,000 to continue current funding and operation of DUI/Drug Court;

f. Authorize Juvenile Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $185,000 to continue current funding and operation of Family Dependency Treatment Court;

    i. Authorize execution of the ABHS Contract; This contract is for 1 year and pays ABHS $5920 per month for a full-time case manager and a shared counselor's (shared with TAC – same services) non-billable services; and

g. Authorize the Mayor, Superior Court Judges, State Court Judge, Juvenile Court Judge and appropriate staff to execute all related documents.

HISTORY:

1. In 1981, the General Assembly (O.C.G.A. § 35-6A-2) created the Criminal Justice Coordinating Council (CJCC). The Governor of Georgia designated the CJCC as the State Administering Agency for criminal justice and victims' assistance programs. It is comprised of 24 members representing various components of the criminal justice system.

2. In 2012, the Georgia Legislature and Governor Nathan Deal created the Georgia Accountability Court (GAC) Funding Program to provide courts with the critical funding

necessary to support the growth of accountability courts in Georgia to reduce the prison population.

3. Since 2012, the Unified Government of Athens-Clarke County (ACCGov) has benefited greatly from this program, having received funding in excess of $450,000 yearly for all of the existing courts and funding for the two newest courts, Family Treatment Court and Veterans Court.

4. In February, 2024, the CJCC released the FY25 Solicitation Packet, which allows jurisdictions to apply for funding for new or existing accountability courts.

FACTS & ISSUES:

1. Accountability Courts are designed to serve as an alternative to incarceration by providing a rigid and successful treatment program which maintains high levels of participant accountability. Participants in these programs, upon successful completion and graduation, typically receive reductions in their sentences, lower fines, and other incentives.

2. The Western Judicial Circuit has five accountability courts which receive funding through the CJCC Accountability Court Funding Program:

    - Felony Drug Court, Superior Court, directed by Judge Lawton E. Stephens;
    - Treatment and Accountability Court, Superior Court, directed by Judge Eric W. Norris;
    - Veterans Court, Superior Court, directed by Judge H. Patrick Haggard;
    - DUI/Drug Court, State Court, directed by Judge Charles E. Auslander; and
    - Family Dependency Treatment Court, Juvenile Court, directed by Judge Amanda Trimble.

3. **Felony Drug Court** (FDC) was established in 2004 and has provided enhanced probation supervision and treatment for adult, non-violent, non-sexual criminal offenders with pending felony cases, substance-related probation violations, or multiple DUI offenses in the Western Judicial Circuit. Participants must complete five phases of treatment, each of which requires participants to engage in extensive counseling, reporting, and drug testing.

4. **Treatment and Accountability Court** (TAC) was formed in 2008 and has provided enhanced probation supervision and treatment for adult, non-violent, non-sexual criminal offenders with pending felony or misdemeanor cases that have serious, persistent mental illness or co-occurring substance abuse. Participants typically have a history of failed, inconsistent, or under-treatment for mental health and substance abuse issues

5. **Veterans Court** was established in 2013 and integrates alcohol/drug and/or mental health treatment specific to veterans with effective judicial case management. Using a multi-phase approach similar to the other accountability courts, eligible participants are promptly placed into the program and receive assistance accessing existing services for veterans, specialized treatment and rehabilitation services, and frequent alcohol and drug tests. Typically, veteran mentors assist with the programs.

6. **DUI/Drug Court** was established in 2001. It has provided enhanced probation supervision and treatment for adult, non-violent, non-sexual criminal offenders with pending DUI or drug cases. The DUI/Drug Court currently integrates evidence-based substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services for participants in a judicially supervised setting. Only 22% of graduates re-offend; approximately 77% of offenders who did not complete or were not enrolled in the program reoffend.

7. **Family Dependency Treatment Court (FDTC)** was established in February 2013 and is devoted to cases of child deprivation that involve substance abuse by the child's parents or other caregivers. It is a collaborative effort in which the Juvenile Court, treatment providers, and child welfare practitioners come together in a non-adversarial setting to conduct comprehensive child and parent needs assessments. The purpose is to protect the safety and welfare of children while giving parents a workable case plan that provides them with the treatment and support they need to recover and become responsible caregivers. 100% of graduates have achieved reunification with their children.

8. The requested Accountability Court Grants are provided by the Council of Accountability Court Judges (CACJ) and administrated by CJCC to encourage the enhancement of existing accountability courts.

9. The Accountability Courts partner with various agencies and local non-profits to effectively treat the participants. Partner agencies include Advantage Behavioral Health Systems, Family Counseling Services of Athens, and the Athens Area Community Foundation.

10. The grants would not result in additional employee positions or create future obligations for ACCGov to fund if awarded. The grant requires a 15% cash or in-kind match, which has been appropriated to each court through the General Fund and/or DATE funds every fiscal year each court has been in existence.

11. There are two ABHS contracts attached to this agenda item. Contract #1 is for FDTC. Contract #2 is for TAC. ABHS is a Community Service Board (CBS) that provides both Courts with Mental Health and Substance Abuse treatment supports (individual counseling, group counseling, employment and housing resources, psychiatric services, wrap around programs, etc.). The Courts utilize all of the services that they provide to

the community. Both TAC and FDTC have worked with ABHS since they started, TAC in 2008 and FDTC in 2013. The Courts primarily use them because many of their participants have no insurance, Medicaid/disability, or are low-income and ABHS serves those populations. Additionally, with the high needs of some of the participants ABHS is the only local provider for services like the Assertive Community Treatment Team (ACT), Community Support Team (CST), etc. TAC pays ABHS $1363 per month for the non-billable (attend staffing, acting as a Court liaison, attend Court sessions and prepare Court documents etc.) services a shared Counselor provides to the court. FDTC pays ABHS $5920 per month for a full-time case manager and a shared counselor (shared with TAC – same services). Finally, if the Courts do not utilize the CSB they must justify this in their grant application.

12. The award period is from July 1, 2024 to June 30, 2025. Award letters are expected to be received at the end of May 2024.

13. Mayor & Commission Goals and Strategies Area: *Proactively reform systems of accountability to reduce jail and supervised population and plan for transitioning and returning residents*

OPTIONS:

1. Mayor and Commission:

    a. Authorize Superior Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $170,000 to continue current funding and operation of Felony Drug Court;

    b. Authorize Superior Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $75,000 to continue current funding and operation of Treatment and Accountability Court;

        i. Authorize execution of the Advantage Behavioral Health Systems Contract (ABHS); This contract is for 1 year and pays ABHS $1363 per month for the non-billable (attend staffing, acts as a Court liaison, attend Court sessions and prepare Court documents etc.) services a shared Counselor provides to the court.

    c. Authorize Superior Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $135,000 to continue current funding and operation of Veterans Court;

    d. Authorize State Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $10,000 to continue current funding and operation of DBHDD under DUI/Drug Court;

e. Authorize State Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $95,000 to continue current funding and operation of DUI/Drug Court;

f. Authorize Juvenile Court to accept an award from the Criminal Justice Coordinating Council for an Accountability Court Grant in an amount of $185,000 to continue current funding and operation of Family Dependency Treatment Court;

    i. Authorize execution of the ABHS Contract; This contract is for 1 year and pays ABHS $5920 per month for a full-time case manager and a shared counselor's (shared with TAC – same services) non-billable services; and

g. Authorize the Mayor, Superior Court Judges, State Court Judge, Juvenile Court Judge and appropriate staff to execute all related documents.

2. Mayor and Commission approve General Fund resources to continue funding for two authorized full-time Coordinator positions in Veterans and Juvenile, should the Accountability Court grants not be awarded.

3. Mayor and Commission deny authority of the Superior, State and Juvenile Courts to accept grants for FY25 not to exceed $670,000 from the Criminal Justice Coordinating Council.

4. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a., b., c., d., e., f., g, and 2.

DEPARTMENT:

Prepared by: Elizabeth Yates

Elizabeth Yates

Elizabeth Yates

3/6/24

Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



April 8, 2024

Manager Date:

ATTACHMENTS:

Attachment #1 – Budget Ordinance
Attachment #2 – Family Treatment Court ABHS MOU
Attachment #3 – Treatment & Accountability Court ABHS MOU

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this first 1st day of July and is effective as of this 1st day of July, 2024, by and between **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA** a political subdivision of the State of Georgia, acting by and through its governing authority, the Athens-Clarke County Mayor and Commission ("County"), and **Advantage Behavioral Health Systems,** a Georgia Community Service Board created and operating pursuant to O.C.G.A. 37-2-6 et seq., (hereinafter "Contractor" or "ABHS"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County and the Western Judicial Circuit desire to retain a Contractor to provide certain services generally described as Family Treatment Court Services (the "Work"); and

WHEREAS, the County by and through the Courts find that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, this is an intergovernmental agreement as authorized by the Constitution of Georgia; and

WHEREAS, the public interest will be served by this Agreement;

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Project is described as Family Treatment Court Services Case Management, Assessment and Treatment Services.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred by the Clarke County Juvenile Court (referred to herein as "Juvenile Court" or "Court") to the Contractor:

1. Individualized Clinical Assessments/Evaluations. The Contractor shall administer a court-approved clinical assessment to each Referral referred by the

Court **on an as-needed basis**. At a minimum, the assessment shall include a bio-psychosocial assessment and a face-to-face interview. Types of information obtained through the assessment would include, but not be limited to:

a. Alcohol and other drug use history
b. Mental health history
c. Physical health history
d. Education
e. Emotional/health barriers
f. Employment
g. Family dynamics
h. Housing
i. Physical health/nutrition
j. Spirituality
k. Social support systems
l. Transportation
m. Treatment history
n. Criminal history
o. Special population needs
    1. Based on drug of choice
    2. Co-existing disorders
    3. Gender, ethnic, and cultural considerations
    4. Other health issues (e.g., HIV and Hepatitis C)
    5. Sexual orientation
    6. Domestic violence
    7. Sexual abuse
p. All assessment summaries must include a diagnostic impression, recommendation and justification for referral into Treatment and Accountability Court Services that is signed by a Certified Additions Counselor Level II or equivalent.

2. Treatment Plan. As part of the clinical intake process, the Contractor shall develop a participant-specific treatment plan (inclusive of relapse prevention methods), with measurable goals and objectives and provide the plan to the Family Treatment Court Coordinator.

3. Outpatient Treatment. The Contractor shall offer all participants a clinically sound, highly structured multi-phase treatment program consisting of evidence based treatment curriculum. Both parties acknowledge that the treatment curriculum is subject to change upon the discussion and agreement of the parties and must adhere to any state treatment standards for such services
    a. Payment for Treatment Services. Any client referred to the Contractor for services, upon completion of a comprehensive Behavioral Health Assessment (which will include a Level of Care assessment and may include a Clinical Evaluation if Clinically indicated) who is found to meet eligibility to receive ongoing services (has a diagnosis of an addictive disease and/or Mental illness) will, subject to prior written approval of the Court, be offered services at the appropriate level of care **regardless of inability to pay** for such services.

b. Content of Individual/Group Treatment Sessions. Individual and Group treatment sessions shall consist of education/skill building and therapy. The sessions shall address mental illness, relapse prevention planning, criminogenic thinking errors¸ life skills, anger management, parenting, bereavement, sexual relationships, gender specific, health/medical, personal safety planning, coping skills and other clinically relevant treatment issues. Treatment staff shall utilize evidence-based practices with a manualized curriculum to the extent feasible based upon the financial resources of the Court and treatment provider and to the extent appropriate for each participant.

c. Priority for Services. Contractor will give program participants priority for services with ABHS.

d. Family. The Contractor may upon his/her discretion discuss matters with participant's family members only upon prior execution of consent/release documents by the participant.

4. Case Management Services. The Contractor will provide for a full-time (100%) Case Manager dedicated to the court as follows:

a. Contractor will retain responsibility for the care of its clients and patients and will maintain supervision of Case Manager insofar as his/her presence and assignments affect the operation of the Contractor and its care, direct and indirect, of its clients and patients.

b. Contractor will provide a cell phone, computer/laptop and Electronic Health Record training for the case manager.

c. The Case Manager will have access to adequate facilities for use in accordance with the client's treatment objectives and plan developed through cooperative planning by the Mental Health/Drug Court treatment team and the Contractor's staff. The Contractor will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities with Case Management.

d. Contractor shall provide for the orientation, supervision, and training of the Case Manager as to the philosophies, rules, regulations and policies of the Contractor and those required by overseeing agents (including but not limited to the Department of Behavioral Health and Development Disabilities –DBHDD, Beacon Health, Department of Community Health – DCH). The court coordinator shall collaborate with the contractor to train the case manager and treatment provider in the philosophy, rule, and regulations of Accountability Courts.

e. Contractor shall provide instruction, direction and supervision to assure the Case Manager provides training to participants as to the philosophies, rules, regulations and policies of the Contractor.

f. Contractor will provide a minimum of 50% time Case Manager staff time for case management services.

g. Contractor will provide liability insurance, as reflected on Exhibit "A" for the clinical services of the Case Manager and offer benefits through the Contractor.

h. Contractor will provide a comprehensive behavioral health assessment, assessing both mental health and addictive disease treatment needs, for all clients referred by the Court.

i. Contractor will manage all responsibilities associated with linking referred clients to appropriate level of care services for behavioral health services (within or outside of ABHS services) as well as other community services (for example, medical services, social security, Medicaid, etc.)

j. Contractor will manage all responsibilities associated with reimbursement for services through Medicaid, Medicare, private insurance, and/or through DBHDD State Contracted services for any client who has been assessed and admitted into ongoing services with Advantage Behavioral Systems.

k. Contractor will assure that summaries regarding participant's progress in treatment are provided to the Court Liaison prior to each Court date.

l. Contractor will assure that the Case Manager (or in the Case Manager's absence, another designee) will attend all required trainings for the Court as well as weekly team planning meetings and Court.

m. Contactor will assure the Case Manager attends all required trainings and meetings regarding the Mental Health Court.

n. Contractor will assure, should the Case Manager terminate employment or leave for any extended period of time, that the Court is well informed and that another staff person from the Contractor will be assigned to cover Case Manager duties until another Case Manager can be permanently assigned.

o. Primary case management duties include , but are not limited to:

1. Assist in the collection of relevant participant data and demographic information

2. Linkage and follow-up to ancillary support services for participants

3. Discharge planning and after-care follow-up

5. Educational Training & Presentations. In addition to the above treatment series, the Contractor shall be available (at a mutually agreeable time) to present regular educational sessions to the Court Team and/or other Court-approved individuals concerning topics related to addiction and/or Mental Health/Drug Court issues of concern on an as-needed basis. Subject to the approval and availability of funds, the Court may also request that the Contractor attend educational or training sessions on related topics.

6. The Contractor shall utilize the Family Treatment Court Coordinator as the Centralized Clearinghouse of Information/ Communications.

   a. The Contractor shall deliver regular treatment reports to the Family Treatment Court Coordinator.

      1. Treatment reports shall consist of general details as to the participants who received treatment and/or case management for the week, their compliance and/or non-compliance with treatment or case management, and their treatment status. A reporting form will be provided by the Superior Court.

      2. The Contractor is expected to maintain a confidential notes system (that is not shared with the Juvenile Court unless requested in accordance with law and/or such sharing is deemed necessary by the Contractor) of relevant information shared by the participants to Contractor during treatment or case management sessions – in accordance with recognized treatment protocols.

   b. The Contractor shall meet on a regular basis (and/or at such dates / times deemed necessary by the Family Treatment Court Coordinator and/or Contractor) with the Family Treatment Court Coordinator so that there may be a "briefing" (or information gathering session) as to the participants who received (and/or are to receive) treatment services for the specified time frame.

   c. In the event that the Contractor determines that a participant needs case management/ancillary services, the Contractor shall provide case management referrals for ancillary services to the participant with notification given to the Family Treatment Court Coordinator.

d. The Contractor shall review all relevant information maintained by the Family Treatment Court (and/or posted in a designated information posting site/location) which may be relevant to treatment, such as changes in address, medication(s), health, drug screens, etc.

e. In the event that the Contractor is unavailable, he/she shall coordinate with other court-approved Contractors (who are also authorized independent contractors/Contractors) and/or any subsequently Court identified authorized Contractor to cover his/her session and shall immediately notify the Family Treatment Court Coordinator of his/her anticipated absence and coverage plan.

f. The Contractor's Case Manager shall attend Family Treatment Court staffing sessions and/or participant court reviews.

7. Emergency/Call Status: The Contractor shall assure for after hours (inclusive of weekend) emergency treatment services/assistance to participants on an on-call basis. The Contractor will provide to all participants instructions regarding how to access Behavioral Health Link (BHL), the state-wide Single Point of Entry/Access crisis provider used by Advantage Behavioral Health Systems. BHL services are covered by the Department of Behavioral Health and Disability, therefore the participant does not incur costs.

8. Training and Court Sessions. The Contractor will not charge the Court for attendance of its personnel at any court-sanctioned trainings, conference, programs or court sessions. Such attendance is covered by the overall scope of services of treatment.

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the Athens-Clarke County Mayor and Commission.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its service in a prompt and effective manner, which not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond Clarke County's 2025 fiscal year ending **June 30, 2025**. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work satisfactorily performed prior to termination.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract of scope of work stands.

B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The Family Treatment Court Coordinator, or his/her designee, can execute any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amounts to be paid under this Agreement, as set forth in Section III (B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of $ 50,000 must be approved by resolution of the Clarke County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the **Contractor $ 3677 per month for 100% time case management services and $2243 per month for a 70% time treatment provider.** Any material deviated from the Work described in this Agreement shall be clearly communicated to the County *before changes are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the Clarke County Purchasing Department within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

B. The Contractor shall be compensated a **flat rate of $120 per assessment** for conducting evaluations/assessments for individuals referred by the court.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears no responsibility for Contractor's services performed under this Agreement.

C. Contractor's Representative

Ms. Katie McFarland shall be authorized to act on Contractor's behalf with respect to the coordination of Work as Contractor's designated representative.

D. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

E. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity by Contractor which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the Contractor's indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of subcontractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

G. Insurance

(1) Requirements:

Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State

law requirements for any automobile that is used in relation to the Work.

H. Records, Reports

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

I. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the laws and ordinances of Athens-Clarke Clarke County and the Code of Ethics set forth by the Athens-Clarke County Manager's Office.

J. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not. The County is subject to the Georgia Open Records Act and other laws and will comply therewith.

(1) The Contractor shall not disclose to anyone or any entity, other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the Drug Court.

(2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.

(3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: *Federal Confidentiality Laws and How they Affect Mental Health/Drug Court Practitioners*, National Mental Health/Drug Court Institute (1999) or at www.ndci.org.

(4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act (HIPAA) privacy rules at 45 C.F.R. § 164.501, et seq.) that the Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, *et seq*.

(5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.

(6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.

(7) The Contractor shall maintain confidentiality of Family Treatment Court participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

K. <u>Licenses, Certifications and Permits</u>

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

The Contractor must have, or be in the process of obtaining under clinical supervision, a professional counseling certification or similar training related to alcohol and substance abuse and insurance. Such certification (or training) and insurance must be maintained during the duration of the contract period. Such training must meet that *Treatment Standards/Provider Qualifications* as established and/or updated by the State of Georgia Judicial Council Standing Committee on Drug Courts, incorporated herein by reference as Exhibit "D".

If a provider in the employ of the Contractor is in the process of obtaining certification, he/she shall be responsible for maintaining requisite supervision by a, licensed individual. Said supervisor shall be approved by the Drug Court's liaison and there shall be a confidentiality agreement between the Contractor and the supervisor.

The Contractor shall comply with all laws of the State of Georgia and United States, as well as treatment and social work and/or professional counseling ethical standards and shall maintain requisite certifications, licensures, and insurance necessary for delivery of services described herein and subject to the Court's approval.

L. Key Personnel

All of the individuals identified in Exhibit "B" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "B", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated by the Contractor in advance of requesting the County's consent to be granted. Any substitutes shall be of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

M. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

B. County's Representative

The Coordinator for Family Treatment Court shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor within thirty (30) days of submitted invoice.

B. Upon completion, the County shall provide for payment to the Contractor for services satisfactorily rendered and expenses properly incurred prior to the termination date.

C. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.

D. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Venue and Jurisdiction for any proceedings will be Athens-Clarke County.

XI. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. NOTICES

A. Communications Relating to Daily Activities

All official communications relating to the day-to-day activities of the Work shall be exchanged between the Accountability Courts Coordinator for the Family Treatment Court Services for the County and Mrs. Katie McFarland.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Mayor, Manager and Commission
Athens-Clarke County Board of Commissioners
301 College Avenue, Suite 300
Athens, GA 30601

NOTICE TO THE CONTRACTOR shall be sent to:

CEO
Advantage Behavioral Health Systems
250 North Avenue
Athens, GA 30601
Phone: 706-389-6739

XIII. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XV. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or

cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR:

_____

By: _____

Its: _____

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____

Witness

_____

Notary Public

[NOTARY SEAL]

My Commission Expires:

_____

Athens-Clarke County

_____

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____

Witness

_____

Attest : Clerk of Commission

_____

Notary Public

[NOTARY SEAL]

My Commission Expires:

_____

EXHIBIT "A" – Insurance

EXHIBIT "B" – Key Personnel

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful prosecution of the Work:

Individual	**Position**
Joan Quinn	Clinical Director
Katie McFarland	Program Manager
Sandra Moore	Clinical Case Manager
Melanie Norton	Treatment Provider

EXHIBIT "C" – Case Manager Scope of Work

Purpose of Job

The purpose of this job is to provide case management and limited individual counseling services for participants in the Western Judicial Circuit Treatment and Accountability Court. Duties and responsibilities include, but are not limited to the linkage and provision of ancillary social and community services to participants and follow-up individualized counseling assistance and performing additional tasks as assigned.

Essential Duties and Responsibilities

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Prepare weekly summaries regarding each participant's progress in following through on case management services offered is provided to the Treatment and Accountability Court team.

Attend all required trainings for the Court as well as weekly team planning meetings and Court sessions.

Meet regularly with all participants under the Case Manager's care subject to specified minimum contact hours.

Assure that the Court is well informed and that services remain uninterrupted if staff is unavailable.

Primary case management duties include, but are not limited to:

Meeting with participants at least weekly or as directed by the court for a check-in and status review.

Assist in the collection and maintenance of relevant participant data and demographic information. Such information may include history of compliance, referrals for other services, drug testing results, etc.

Linkage and follow-up to ancillary support services for participants in an effort to coordinate the utilization of community-based services such as health and mental health services, victims' services, disability housing, entitlements, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for recovery.

Discharge planning and after-care follow-up.

Conduct individual counseling and rehabilitative sessions with participants as needed.

Conduct drug screens and specimen collections.

Perform administrative work such as data entry, filing, answering phones, copying, correspondence, etc.

Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of the policies, procedures, and activities of the Treatment and Accountability Court as they pertain to the performance of duties relating to the position. Knowledge of the terminology used within the Treatment and Accountability Court and related case management standards, protocol, procedures. Knowledge of filing systems, and various word processing, spreadsheet and database software. Ability to compile, organize, and maintain an assortment of records, reports and information in an effective manner and according to Treatment and Accountability Court and/or governmental regulations. Ability to communicate effectively with supervisors and other staff members. Ability to utilize and understand computer applications and techniques as necessary in the completion of daily assignments.

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in social work, psychology or related field or certification as an addiction counselor. Master's degree preferred. Licensure and/or certification in one or more counseling, addiction or social work fields required;

or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position. Proof of liability and other insurance may be required.

EXHIBIT "D" – Treatment Standards

Judicial Council of Georgia
Standing Committee on Accountability Courts
Treatment Standards

1. **Provider Qualifications**
   a. Treatment Providers must designate a substance abuse professional who will be responsible for providing direct treatment services who has one of the qualifications outlined in Section b. below. Treatment staff who are working toward certification as a substance abuse professional may provide counseling services, provided that they are working under the clinical supervision of a professional who has one of the six credentials listed under Section b(i.-vi.). and/or the combinations of professional licensure and experience designated in Section b. (vii):
   b. Treatment Providers must meet the minimum qualifications to be on the Department of Human Resources (DHR) Multiple Offender Treatment Provider Registry. There will be no funding unless these standards are met.
      i. **ASAM**: Certification as an addiction medicine specialist by the American Society of Addiction Medicine
      ii. **CAP**: Certification in addiction psychiatry by the American Board of Psychiatry and Neurology
      iii. **CAC II**: Certification by the Georgia Addiction Counselors Association as a Certified Addiction Counselor II
      iv. **NAADAC I, NAADAC II, NAADAC – MAC** (Master Addiction Counselor[1]): Certification by the National Association of Alcoholism and Drug Abuse Counselors Association
      v. **NCRC, ICRC**: Certification by the National Certification and Reciprocity Consortium
      vi. **APA-CP**: Certification of Proficiency in the Treatment of Alcohol and Other Psychoactive Substance Use Disorders from the American Psychological Association's College of Professional Psychology
      vii. Licensure under O.C.G.A. Title 43 as a physician, psychologist, professional counselor, social worker, marriage and family therapist, advanced practice nurse, registered nurse with bachelors degree in nursing, or certification as an employee assistance professional, AND
         1. documentation of at least 3,000 hours of clinical experience in the treatment of persons who are addicted to alcohol or other drugs, and
         2. documentation of the completion of at least 20 hours of continuing education in the field of substance abuse, with

[1] There are many organizations that give MAC's but only the NAADAC certificate is recognized by Georgia.

not more than five of these hours consisting of in-service training, in the two-year period prior to application.

c. As required by State law, Treatment providers offering services at ASAM level II.I or higher must be licensed by DHR's Office of Regulatory Services as a drug abuse treatment program

2. Length of Treatment

a. Participant must attend at least 12 months of treatment based on the minimal level of ASAM Treatment Level 1.
b. Participant must attend at least 3-9 hours per week during the entry phase*
   * *Must provide higher level based on assessed need.*

3. Evidence Based/ Best Practices Used in Treatment Program

a. Must be evidence based practices[2]
b. Assessment:
   i. One or more nationally recognized assessment instruments must be used for an Individual assessment of each participant. Examples are the NEEDS Assessment, the Addiction Severity Index (ASI), the MAST, AUDIT, DAST, etc, plus other assessment instruments for other addictions, and depression, mood disorders, trauma, ADD, ADHD, criminality, and literacy. These assessment results should be taken into account in the individual's treatment plan.
c. Treatment Monitoring
d. Curriculum

4. Minimum Requirement for Drug Testing

a. Frequency
   i. Minimum collection of two times per week for the first twelve months.
b. Random[3]
   i. Vary the number of times each month that random specimens may be collected (that is, participants should not be able to predict when the schedule of collection is).
   ii. Vary the day of the week that random specimens may be collected.
   iii. Use a random selection process that does not preclude selecting and testing the same participant more than once during a specific period of time (i.e., a participant selected for a random test remains in the total population subject to testing each time random specimens are collected).
c. Observed[4]

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[2] http://www.nfattc.org/publicationsNewsResources/ebpOnline.aspx
[3] Substance Abuse and Mental Health Services Administration, center for Substance Abuse Prevention, "Preventing Employees from Cheating on a Urine Drug Test." March, 2005

The procedure for a direct observed collection is that an observer watches the donor urinate into the collection container. At the point in a routine collection where the donor enters the restroom with the collection, a direct observed collection includes the following additional steps:

i. The observer must be the same gender as the donor (unless it is Medical Personnel). The individual serving as the direct observer enters the restroom with the donor, or observes through a one way mirror in a manner that allows for a clear view of the urine going from the donor's body into the collection container.
ii. The observer must directly watch the urine go from the donor's body into the collection container. The use of video cameras is not permitted.
iii. With regard to chain of custody, the observer must never touch or handle the collection container unless the observer is also serving as the collector.
iv. The collector may serve as the observer when the collector is the same gender as the donor. If not, the collector must call upon another individual (who is the same gender as the donor) to act as the observer.

After the donor has completed urinating into the collection container:

- The donor and observer leave the restroom and the donor hands the collection container directly to the collector,
- The observer must maintain visual contact of the collection container until the donor hands the container to the collector, and
- If the same individual serves as direct observer and collector, he or she may receive the collection container from the donor while they are both in the restroom.

5. Baseline Outcomes

a. Maintain and be able to report statistical data:
   i. Attendance
   ii. Drug Screen results
   iii. Graduation
   iv. Phase Completions
   v. Retention
   vi. Recidivism
   vii. Sanctions/Incentives/Accomplishments

[4] United States Department of Health and Human Services, "Urine Specimen Collection Handbook for Federal Agency Workplace Drug Testing Programs," <www.workplace.samhsa.gov/DrugTesting> (27 Aug 2007)

6. Sanctions and Incentives

a. Must use graduated sanctions that take into consideration reality of addiction.
b. Must use incentives as encouragement for participants.
c. *The Ten Science-Based Principles of Changing Behavior Through the Use of Reinforcement and Punishment(11/15/05)* from the National Drug Court Institute are recommended as a guideline for Sanction and Incentives Policies.

7. Training (Team)

a. Must have attended Drug Court Planning Institute (DCPI) training or similar training. *
    i. Effective July 1, 2008.

* Does not apply to Juvenile Drug Court at this time because training is not available. *

8. Court Reviews

b. Must have regular staffing and court reviews.
c. Minimum Frequency:
    i. Every other week.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 1st day of July and is effective as of this 1st day of July, 2024, by and between **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA** a political subdivision of the State of Georgia, acting by and through its governing authority, the Athens-Clarke County Mayor and Commission ("County"), and **Advantage Behavioral Health Systems,** a Georgia Community Service Board created and operating pursuant to O.C.G.A. 37-2-6 et seq., (hereinafter "Contractor" or "ABHS"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County and the Western Judicial Circuit desire to retain a Contractor to provide certain services generally described as Treatment and Accountability Court Services (the "Work"); and

WHEREAS, the County by and through the Courts find that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, this is an intergovernmental agreement as authorized by the Constitution of Georgia; and

WHEREAS, the public interest will be served by this Agreement;

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Project is described as Treatment and Accountability Court Services Treatment Liaison.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred by the Clarke County Superior Court (referred to herein as "Superior Court" or "Court") to the Contractor:

1. Individualized Clinical Assessments/Evaluations. The Contractor shall administer a court-approved clinical assessment to each adult offender referred

by the Superior Court **on an as-needed basis**. At a minimum, the assessment shall include a bio-psychosocial assessment and a face-to-face interview. Types of information obtained through the assessment would include, but not be limited to:

a. Alcohol and other drug use history
b. Mental health history
c. Physical health history
d. Education
e. Emotional/health barriers
f. Employment
g. Family dynamics
h. Housing
i. Physical health/nutrition
j. Spirituality
k. Social support systems
l. Transportation
m. Treatment history
n. Criminal history
o. Special population needs
    1. Based on drug of choice
    2. Co-existing disorders
    3. Gender, ethnic, and cultural considerations
    4. Other health issues (e.g., HIV and Hepatitis C)
    5. Sexual orientation
    6. Domestic violence
    7. Sexual abuse
p. All assessment summaries must include a diagnostic impression, recommendation and justification for referral into Treatment and Accountability Court Services that is signed by a Certified Additions Counselor Level II or equivalent.

2. Treatment Plan. As part of the clinical intake process, the Contractor shall develop a participant-specific treatment plan (inclusive of relapse prevention methods), with measurable goals and objectives and provide the plan to the Treatment and Accountability Court Coordinator.

3. Intensive Outpatient Treatment. The Contractor shall offer all participants a clinically sound, mental health regimen. Both parties acknowledge that the treatment curriculum is subject to change upon the discussion and agreement of the parties.

    a. Payment for Treatment Services. Any client referred to the Contractor for services, upon completion of a comprehensive Behavioral Health Assessment (which will include a Level of Care assessment and may include a Clinical Evaluation if Clinically indicated) who is found to meet eligibility to receive ongoing services (has a diagnosable Severe Persistent Mental Illness) will, subject to prior written approval of the Court, be offered services at the appropriate level of care **regardless of inability to pay** for such services.

b. Content of Individual/Group Treatment Sessions. Individual and Group treatment sessions shall consist of education/skill building and therapy. The sessions shall address mental illness, relapse prevention planning, criminogenic thinking errors¸ life skills, anger management, parenting, bereavement, sexual relationships, gender specific, health/medical, personal safety planning, coping skills and other clinically relevant treatment issues.

c. Priority for Services. Contractor will give program participants priority for services with ABHS.

d. Family. The Contractor may upon his/her discretion discuss matters with participant's family members only upon prior execution of consent/release documents by the participant.

4. Treatment Liaison Services. The Contractor will provide for a Treatment Liaison dedicated to the court as follows:

a. Contractor will retain responsibility for the care of its clients and patients and will maintain supervision of Treatment Liaison insofar as his/her presence and assignments affect the operation of the Contractor and its care, direct and indirect, of its clients and patients.

b. Contractor will provide a, computer/laptop and Electronic Health Record training for the case manager.

c. The Treatment Liaison will have access to adequate facilities for use in accordance with the client's treatment objectives and plan developed through cooperative planning by the Mental Health/Drug Court treatment team and the Contractor's staff. The Contractor will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities with Treatment.

d. Contractor shall provide for the orientation, supervision, and training of the Treatment Liaison as to the philosophies, rules, regulations and policies of the Contractor and those required by overseeing agents (including but not limited to the Department of Behavioral Health and Development Disabilities –DBHDD, Beacon Health and Department of Community Health – DCH).

e. Contractor shall provide instruction, direction and supervision to assure the Treatment Liaison provides training to participants as to the philosophies, rules, regulations and policies of the Contractor.

f. Contractor will provide a minimum of **10 hours (25%) of time** for the MH Court duties and services.

g. Contractor will provide liability insurance, as reflected on Exhibit "A" for the clinical services of the Treatment Liaison and offer benefits through the Contractor.

h. Contractor will provide a comprehensive behavioral health assessment, assessing both mental health and addictive disease treatment needs, for all clients referred by the Court.

i. Contractor will manage all responsibilities associated with linking referred clients to appropriate level of care services for behavioral health services (within or outside of ABHS services) Contractor will manage all responsibilities associated with reimbursement for services through Medicaid, Medicare, Private Insurance and/or through DBHDD State Contracted services for any client who has been assessed and admitted into ongoing services with Advantage Behavioral Systems.

j. Contractor will assure that weekly summaries regarding participant's progress in treatment are provided to the Court Liaison prior to each Court date.

k. Contractor will assure that the Treatment Liaison (or in the Liaison's absence, another designee) will attend all required trainings for the Court as well as weekly team planning meetings and Court as needed.

l. Contactor will assure the Treatment Liaison attends all required trainings and meetings regarding the Mental Health Court.

m. Contractor will assure, should the Treatment Liaison terminate employment or leave for any extended period of time, that the Court is well informed and that another staff person from the Contractor will be assigned to cover Treatment Liaison duties until another Liaison can be permanently assigned.

n. Primary Treatment Liaison duties include , but are not limited to:
    1. Provide treatment group services to court participant, as individual treatment as needed based on payer and clinical considerations. Coordination with Case manager on treatment planning and needs program participants.
    2. Discharge planning and after-care follow-up

5. The Contractor shall utilize the Treatment and Accountability Court Coordinator as the Centralized Clearinghouse of Information/ Communications.

    a. The Contractor shall deliver regular treatment reports to the Treatment and Accountability Court Coordinator.

        1. Treatment reports shall consist of general details as to the participants who received treatment for the week, their compliance and/or non-compliance with treatment, and their treatment status. Reporting details will be determined by Treatment Liaison and Court staff

        2. The Contractor is expected to maintain a confidential notes system (that is not shared with the Superior Court unless requested in accordance with law and/or such sharing is deemed necessary by the Contractor) of relevant information shared by the participants to Contractor during treatment or case management sessions – in accordance with recognized treatment protocols.

    b. The Contractor shall meet weekly (and/or at such dates/times deemed necessary by the Treatment and Accountability Court Coordinator and/or Contractor) with the Treatment and Accountability Court Coordinator so that there may be a "briefing" (or information gathering session) as to the participants who received (and/or are to receive) treatment services for that week.

    c. The Contractor shall review all relevant information maintained by the Treatment and Accountability Court Coordinator (and/or posted in a designated information posting site/location) which may be relevant to treatment, such as changes in address, medication(s), health, drug screens, etc.

    d. In the event that the Contractor is unavailable, he/she shall coordinate with other court-approved Contractors (who are also authorized independent contractors/Contractors) and/or any subsequently Court identified authorized Contractor to cover his/her session and shall immediately notify the Treatment and Accountability Court Coordinator of his/her anticipated absence and coverage plan.

6. Emergency/Call Status: The Contractor shall assure for after hours (inclusive of weekend) emergency treatment services/assistance to participants through providing all participants instructions regarding how to access Behavioral Health Link (BHL), the state-wide Single Point of Entry/Access crisis provider used by Advantage Behavioral Health Systems. BHL services are

covered by the Department of Behavioral Health and Disability, therefore the participant does not incur costs.

7. Training and Court Sessions. The Contractor will not charge the Court for attendance of its personnel at any court-sanctioned trainings, conference, programs or court sessions. Such attendance is covered by the overall scope of services of treatment.

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the Athens-Clarke County Mayor and Commission.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its service in a prompt and effective manner, which not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond Clarke County's 2025 fiscal year **ending June 30, 2025.** In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work satisfactorily performed prior to termination.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract of scope of work stands.

B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The Treatment and Accountability Court Coordinator, or his/her designee, can execute any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amounts to be paid under this Agreement, as set forth in Section III (B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of $ 50,000 must be approved by resolution of the Clarke County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor **$1363** per month for services provided by treatment liaison. Any material deviated from the Work described in this Agreement shall be clearly communicated to the County *before changes are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the

Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the Clarke County Purchasing Department within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

B. The Contractor shall be compensated a flat rate **of $120 per assessment** for conducting evaluations/assessments and drafting the resulting treatment plan of those evaluated/assessed who are not covered by Medicaid, Medicare, or State Contracted Services. In the event that the participant has another payer source that the provider is able to bill there will be no cost to the County for these evaluations.

C. The Contract shall provide **2 crisis respite apartment for the use of TAC Participants on temporary basis.** This apartment will consist of 2 bedrooms. Each bedroom will include two twin beds and may house up to four clients depending on individual circumstances of the individuals referred. The contractor will be compensated **$1300 per month per unit to cover rent, utilities, and the supplies for the unit.** The "supplies" may include bedding, dishes, and cleaning supplies. Initial food expenses are covered while the individual is awaiting food stamps and/or food vouchers.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears no responsibility for Contractor's services performed under this Agreement.

C. Contractor's Representative

Ms. Katie McFarland shall be authorized to act on Contractor's behalf with respect to the coordination of Work as Contractor's designated representative.

D. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

E. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity by Contractor which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the Contractor's indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of subcontractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

G. Insurance

(1) Requirements:

Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that is used in relation to the Work.

H. Records, Reports

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

I. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the laws and ordinances of Athens-Clarke Clarke County and the Code of Ethics set forth by the Athens-Clarke County Manager's Office.

J. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not. The County is subject to the Georgia Open Records Act and other laws and will comply therewith.

(1) The Contractor shall not disclose to anyone or any entity, other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the Drug Court.

(2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound

by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.

(3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: *Federal Confidentiality Laws and How they Affect Mental Health/Drug Court Practitioners*, National Mental Health/Drug Court Institute (1999) or at www.ndci.org.

(4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act (HIPAA) privacy rules at 45 C.F.R. § 164.501, et seq.) that the Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, *et seq*.

(5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.

(6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.

(7) The Contractor shall maintain confidentiality of Mental Health/Drug Court participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

K. <u>Licenses, Certifications and Permits</u>

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

L. <u>Key Personnel</u>

All of the individuals identified in Exhibit "B" are necessary for the successful prosecution

of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "B", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated by the Contractor in advance of requesting the County's consent to be granted. Any substitutes shall be of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

M. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

B. County's Representative

The Accountability Court Coordinator for Treatment and Accountability Court Services shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor within thirty (30) days of submitted invoice.

B. Upon completion, the County shall provide for payment to the Contractor for services satisfactorily rendered and expenses properly incurred prior to the termination date.

C. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.

D. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Venue and Jurisdiction for any proceedings will be Athens-Clarke County.

XI. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. NOTICES

A. Communications Relating to Daily Activities

All official communications relating to the day-to-day activities of the Work shall be exchanged between the Accountability Courts Coordinator for the Treatment and Accountability Court Services for the County and Mrs. Katie McFarland.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Mayor, Manager and Commission
Athens-Clarke County Board of Commissioners
301 College Avenue, Suite 300
Athens, GA 30601

NOTICE TO THE CONTRACTOR shall be sent to:

Tamara Conlin, CEO
Advantage Behavioral Health Systems
250 North Avenue
Athens, GA 30601

XIII. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XIV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XV. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR:

_____

By: _____

Its: _____

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____

Witness

_____

Notary Public

[NOTARY SEAL]

My Commission Expires:

_____

Athens-Clarke County

_____

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____

Witness

_____

Attest: Clerk of Commission

_____

Notary Public

[NOTARY SEAL]

My Commission Expires:

_____

EXHIBIT "A" – Key Personnel

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful prosecution of the Work:

Individual	**Position**
Shannon Kelly	Chief Clinical Officer
Katie McFarland	Program Manager
Melanie K. Mathis	Treatment Liaison
Tamara Conlin	CEO

EXHIBIT "B" – Treatment Liaison Scope of Work

Purpose of Job

The purpose of this job is to provide group, assessment, and limited individual counseling services for participants in the Western Judicial Circuit Treatment and Accountability Court. Duties and responsibilities include, but are not limited to provision of group and assessment services to participants and follow-up individualized counseling assistance and performing additional tasks as assigned.

Essential Duties and Responsibilities

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Coordinate with court staff to provide weekly summaries regarding each participant's progress in treatment services.

Attend all required trainings for the Court and Court sessions as needed.

Assure that the Court is well informed and that services remain uninterrupted if staff is unavailable.

Treatment Liaison Duties include, but are not limited to: Provide group treatment services to court participants, as well as limited individual treatment as needed based on payer and clinical considerations.

Coordination with Case manager on treatment planning

Regular meetings with court staff to staff cases, provide information on progress, and med compliance information

Act as a Representative of ABHS with the court team

Discharge planning and after-care follow-up.

Conduct limited individual counseling sessions with participants as needed.

Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of the policies, procedures, and activities of the Treatment and Accountability Court as they pertain to the performance of duties relating to the position. Knowledge of the terminology used within the Treatment and Accountability Court and related case management standards, protocol, procedures. Knowledge of filing systems, and various word processing, spreadsheet and database software. Ability to compile, organize, and maintain an assortment of records, reports and information in an effective manner and according to Treatment and Accountability Court and/or governmental regulations. Ability to communicate effectively with supervisors and other staff members. Ability to utilize and understand computer applications and techniques as necessary in the completion of daily assignments.

Minimum Training and Experience Required to Perform Essential Job Functions

Master's degree preferred. Licensure and/or certification in one or more counseling, addiction or social work fields required; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position. Proof of liability and other insurance may be required.

EXHIBIT "C" – Treatment Standards

Judicial Council of Georgia
Standing Committee on Accountability Courts
Treatment Standards

1. **Provider Qualifications**
   a. Treatment Providers must designate a substance abuse professional who will be responsible for providing direct treatment services who has one of the qualifications outlined in Section b. below. Treatment staff who are working toward certification as a substance abuse professional may provide counseling services, provided that they are working under the clinical supervision of a professional who has one of the six credentials listed under Section b(i.-vi.). and/or the combinations of professional licensure and experience designated in Section b. (vii):
   b. Treatment Providers must meet the minimum qualifications to be on the Department of Human Resources (DHR) Multiple Offender Treatment Provider Registry. There will be no funding unless these standards are met.
      i. **ASAM**: Certification as an addiction medicine specialist by the American Society of Addiction Medicine
      ii. **CAP**: Certification in addiction psychiatry by the American Board of Psychiatry and Neurology
      iii. **CAC II**: Certification by the Georgia Addiction Counselors Association as a Certified Addiction Counselor II
      iv. **NAADAC I, NAADAC II, NAADAC – MAC** (Master Addiction Counselor[1]): Certification by the National Association of Alcoholism and Drug Abuse Counselors Association
      v. **NCRC, ICRC**: Certification by the National Certification and Reciprocity Consortium
      vi. **APA-CP**: Certification of Proficiency in the Treatment of Alcohol and Other Psychoactive Substance Use Disorders from the American Psychological Association's College of Professional Psychology
      vii. Licensure under O.C.G.A. Title 43 as a physician, psychologist, professional counselor, social worker, marriage and family therapist, advanced practice nurse, registered nurse with bachelors degree in nursing, or certification as an employee assistance professional, AND
         1. documentation of at least 3,000 hours of clinical experience in the treatment of persons who are addicted to alcohol or other drugs, and
         2. documentation of the completion of at least 20 hours of continuing education in the field of substance abuse, with

[1] There are many organizations that give MAC's but only the NAADAC certificate is recognized by Georgia.

not more than five of these hours consisting of in-service training, in the two-year period prior to application.

c. As required by State law, Treatment providers offering services at ASAM level II.I or higher must be licensed by DHR's Office of Regulatory Services as a drug abuse treatment program

2. Length of Treatment

a. Participant must attend at least 12 months of treatment based on the minimal level of ASAM Treatment Level 1.
b. Participant must attend at least 3-9 hours per week during the entry phase*
   * *Must provide higher level based on assessed need.*

3. Evidence Based/ Best Practices Used in Treatment Program

a. Must be evidence based practices[2]
b. Assessment:
   i. One or more nationally recognized assessment instruments must be used for an Individual assessment of each participant. Examples are the NEEDS Assessment, the Addiction Severity Index (ASI), the MAST, AUDIT, DAST, etc, plus other assessment instruments for other addictions, and depression, mood disorders, trauma, ADD, ADHD, criminality, and literacy. These assessment results should be taken into account in the individual's treatment plan.
c. Treatment Monitoring
d. Curriculum

4. Minimum Requirement for Drug Testing

a. Frequency
   i. Minimum collection of two times per week for the first twelve months.
b. Random[3]
   i. Vary the number of times each month that random specimens may be collected (that is, participants should not be able to predict when the schedule of collection is).
   ii. Vary the day of the week that random specimens may be collected.
   iii. Use a random selection process that does not preclude selecting and testing the same participant more than once during a specific period of time (i.e., a participant selected for a random test remains in the total population subject to testing each time random specimens are collected).
c. Observed[4]

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[2] http://www.nfattc.org/publicationsNewsResources/ebpOnline.aspx
[3] Substance Abuse and Mental Health Services Administration, center for Substance Abuse Prevention, "Preventing Employees from Cheating on a Urine Drug Test." March, 2005

The procedure for a direct observed collection is that an observer watches the donor urinate into the collection container. At the point in a routine collection where the donor enters the restroom with the collection, a direct observed collection includes the following additional steps:

i. The observer must be the same gender as the donor (unless it is Medical Personnel). The individual serving as the direct observer enters the restroom with the donor, or observes through a one way mirror in a manner that allows for a clear view of the urine going from the donor's body into the collection container.
ii. The observer must directly watch the urine go from the donor's body into the collection container. The use of video cameras is not permitted.
iii. With regard to chain of custody, the observer must never touch or handle the collection container unless the observer is also serving as the collector.
iv. The collector may serve as the observer when the collector is the same gender as the donor. If not, the collector must call upon another individual (who is the same gender as the donor) to act as the observer.

After the donor has completed urinating into the collection container:

- The donor and observer leave the restroom and the donor hands the collection container directly to the collector,
- The observer must maintain visual contact of the collection container until the donor hands the container to the collector, and
- If the same individual serves as direct observer and collector, he or she may receive the collection container from the donor while they are both in the restroom.

5. Baseline Outcomes

a. Maintain and be able to report statistical data:
   i. Attendance
   ii. Drug Screen results
   iii. Graduation
   iv. Phase Completions
   v. Retention
   vi. Recidivism
   vii. Sanctions/Incentives/Accomplishments

[4] United States Department of Health and Human Services, "Urine Specimen Collection Handbook for Federal Agency Workplace Drug Testing Programs," <www.workplace.samhsa.gov/DrugTesting> (27 Aug 2007)

6. Sanctions and Incentives

a. Must use graduated sanctions that take into consideration reality of addiction.
b. Must use incentives as encouragement for participants.
c. *The Ten Science-Based Principles of Changing Behavior Through the Use of Reinforcement and Punishment(11/15/05)* from the National Drug Court Institute are recommended as a guideline for Sanction and Incentives Policies.

7. Training (Team)

a. Must have attended Drug Court Planning Institute (DCPI) training or similar training. *
    i. Effective July 1, 2008.

* Does not apply to Juvenile Drug Court at this time because training is not available. *

8. Court Reviews

b. Must have regular staffing and court reviews.
c. Minimum Frequency:
    i. Every other week.

Attachment #1

AN ORDINANCE TO AMEND THE FY2024 OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE GRANT FUNDING, IF AWARDED,FROM CONGRESSIONALLY DIRECTED SPENDING FOR EXPENSES RELATED TO POLICE COMMUNICATIONS EQUIPMENT UPGRADES; 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 Grants Special Revenue Fund to provide grant funding, if awarded, from Congressionally Directed Spending(CDS) for expenses related to police communications equipment upgrades. Said Operating budget is hereby amended as follows:

Grants Special Revenue Fund:

REVENUES:
Increase:
Congressionally Directed Spending up to $1,563,355

EXPENDITURES:
Increase:
Police Department:
Operating Expenses up to $1,563,355

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: FY2025 Congressionally Directed Spending (CDS) from the Office of Senator Raphael Warnock (D-GA) for Police Communication Equipment Upgrades

DATE: April 5, 2024

EXECUTIVE SUMMARY:

Request from the ACCPD to apply for and, if awarded, accept Congressionally Directed Spending (CDS) from the Office of Senator Raphael Warnock (D-GA) for police communications equipment upgrades.

BUDGET INFORMATION:

REVENUES: $1,563,355

EXPENSES:
- ANNUAL:
- CAPITAL:
- OTHER: $1,563,355

FUNDING SOURCE: U.S. Congressional Appropriation(s) / FY2025 Review Cycle

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a) Approve the submission of a CDS application by the Unified Government of Athens-Clarke County Police Department (ACCPD) to allow for the phased replacement of police communications equipment for a total project cost of $1,563,355;
b) Accept the allocated funds, if awarded;
c) Approve the attached budget amendment ordinance **(Attachment #1)**; and
d) Authorize the Mayor and appropriate staff to execute all documents associated with the allocated funds.

HISTORY:

1. On March 25, 2024, Senator Warnock's Office issued a press release to detail the application process for FY2025 Congressionally Directed Spending (CDS) projects. Applicable projects were to be high-impact projects that can be jumpstarted or reach completion with the assistance of the Federal Government. All requests were to be submitted through Senator Warnock's website by April 5, 2024.

2. On April 1, 2024, the ACCPD requested approval from the Office of the Manager to apply for funding under the terms of the FY2025 CDS. The request was approved.

3. On April 4, 2024, Senator Warnock's Office received an application for police communications equipment upgrades. Submission of the application did not bind ACCGov to accept funds, if awarded.

FACTS & ISSUES:

1. The purchase of new radio equipment, batteries, and public safety microphones will support our organization's essential communications needs daily as we respond to over 110,000 calls for service annually.

2. This project replaces equipment that is old and ending support and allows us to leverage newer radio technologies that support enhanced radio coverage, LTE backhaul, situational awareness, and greater battery life. These technologies generate a higher level of officer safety through communications and better prepare them to provide lifesaving care and response to the community.

3. The ACCGov Police Department requests funding to support the purchase of 194 portable radios, including batteries, and public safety microphones, to be used across our organization by law enforcement personnel.

4. The replacement equipment is necessary as staff have been informed by the current vendor, Motorola, that the current APX6000 "AN" models will end support in 2024. Therefore, staff are requesting funding to support replacing this critical communications equipment as the vendor's announcement will affect roughly 75% of ACCGov's portable radio communications equipment.

5. Currently, 100% of sworn personnel are equipped with portable radios used to communicate with the dispatch center while units respond to calls for service. Although the current "AN" series radios can remain in service for now, Motorola will no longer produce repair parts or offer software updates to this portion of the ACCGov radio fleet.

6. If awarded, funds will be accepted and administered as with any other traditional grant funds.

OPTIONS:

1. Mayor and Commission:
   a) Approve the submission of a CDS application by the Athens-Clarke County Police Department (ACCPD) to allow for the phased replacement of police communications equipment for a total project cost of $1,563,355;
   b) Accept the allocated funds, if awarded;
   c) Approve the attached budget amendment ordinance **(Attachment #1)**; and

d) Authorize the Mayor and appropriate staff to execute all documents associated with the allocated funds.

2. Mayor and Commission deny the authorization to submit the grant application.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION:

Option #1 a, b, c, and d

DEPARTMENT:

Prepared by: Joshua Watkins



Jerry G. Saulters — 4/8/2024 Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager — April 8, 2024 Date:

ATTACHMENTS:

Attachment #1

AN ORDINANCE TO AMEND THE FY2024 OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE GRANT FUNDING, IF AWARDED,FROM CONGRESSIONALLY DIRECTED SPENDING FOR EXPENSES RELATED TO REPLACEMENT OF LAW ENFORCEMENT PROTECTIVE EQUIPMENT; 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 Grants Special Revenue Fund to provide grant funding, if awarded, from Congressionally Directed Spending(CDS) for expenses related to replacement of law enforcement protective equipment. Said Operating budget is hereby amended as follows:

Grants Special Revenue Fund:

REVENUES:
Increase:
Congressionally Directed Spending up to $116,293

EXPENDITURES:
Increase:
Police Department:
Operating Expenses up to $116,293

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: FY2025 Congressionally Directed Spending (CDS) from the Office of Senator Jon Ossoff (D-GA) for Replacement of Law Enforcement Protective Equipment Elements

DATE: April 5, 2024

EXECUTIVE SUMMARY:
Request from the ACCPD to apply for and accept, if awarded, Congressionally Directed Spending (CDS) from the Office of Senator Jon Ossoff (D-GA) for replacement of law enforcement protective equipment elements.

BUDGET INFORMATION:

REVENUES: $116,293

EXPENSES:
ANNUAL:
CAPITAL:
OTHER: $116,293

FUNDING SOURCE: U.S. Congressional Appropriation(s) / FY2025 Review Cycle

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission:

a) Approve the submission of a CDS application by the Unified Government of Athens-Clarke County Police Department (ACCPD) to allow for the phased replacement of protective equipment elements as used by ACCPD's officers to address violent crime in the community for a total project cost of $116,293;
b) Accept the allocated funds, if awarded;
c) Approve the attached budget amendment ordinance **(Attachment #1)**; and
d) Authorize the Mayor and appropriate staff to execute all documents associated with the allocated funds.

HISTORY:

1. On March 12, 2024, the ACCPD became aware of a request for Congressionally Directed Spending (CDS) projects from Senator Ossoff's Office. Applicable projects were to be high-impact projects that can be jumpstarted or reach completion with the assistance of the Federal Government. All requests were to be submitted through Senator Ossoff's website by April 5, 2024.

2. On April 1, 2024, the ACCPD requested approval from the Office of the Manager to apply for funding under the terms of the FY2025 CDS. The request was approved.

3. On April 4, 2024, Senator Ossoff's Office received an application for protective equipment. Submission of the application did not bind ACCGov to accept funds, if awarded.

FACTS & ISSUES:

1. The request seeks to jumpstart the phased replacement of protective equipment elements as used by ACCPD's officers to address violent crime in our community.

2. In total, the project requests $116,293 to acquire sets of equipment, inclusive of: body armor; helmets; headsets; and associated elements.

3. The replacement equipment will sustain equipment availability for ACCPD officers primarily tasked with investigating and arresting violent gun offenders in the Athens community.

4. If awarded, funds will be accepted and administered as with any other traditional grant funds.

OPTIONS:

1. Mayor and Commission:
   a) Approve the submission of a CDS application by the Unified Government of Athens-Clarke County Police Department (ACCPD) to allow for the phased replacement of protective equipment elements as used by ACCPD's officers to address violent crime in our community for a total project cost of $116,293;
   b) Accept the allocated funds, if awarded;
   c) Approve the attached budget amendment ordinance **(Attachment #1)**; and
   d) Authorize the Mayor and appropriate staff to execute all documents associated with the allocated funds.

2. Mayor and Commission deny the authorization to submit the grant application.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION:

Option #1 a, b, c, and d

DEPARTMENT:

Prepared by: Joshua Watkins



Jerry G. Saulters

4/8/2024

Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager

April 8, 2024

Date:

ATTACHMENTS:

Attachment #1

AN ORDINANCE TO AMEND THE FY2024 ANNUAL OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE GRANT FUNDING, IF AWARDED, FROM CONGRESSIONALLY DIRECTED SPENDING (CDS) TO AUGMENT RECRUITMENT AND RETENTION OF LAW ENFORCEMENT OFFICERS; 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 Grants Special Revenue Fund to provide grant funding, if awarded, from Congressionally Directed Spending (CDS) to augment recruitment and retention of law enforcement officers; and for other purposes.

Said Operating and Capital budget is hereby amended as follows:

Grants Special Revenue Fund:

REVENUES:
Increase:
Congressionally Directed Spending up to $1,095,000

Expenditures:
Increase:
Sheriff's Office:
Personal Services up to $1,095,000

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: FY25 Congressionally Directed Spending (CDS) Request from the Office of Senator Jon Ossoff to augment the recruitment and retention of law enforcement officers

DATE: April 5, 2024

EXECUTIVE SUMMARY:

FY25 Congressionally Directed Spending (CDS) Request from the Office of Senator Jon Ossoff to augment the recruitment and retention of law enforcement officers

BUDGET INFORMATION:

REVENUES: $1,095,000

EXPENSES:

ANNUAL:
CAPITAL:
OTHER: $1,095,000

FUNDING SOURCE: FY25 U.S. Congressional Appropriations

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a) Approve the Clarke County Sheriff's Office FY25 Congressionally Directed Spending (CDS) Request to augment the recruitment and retention of law enforcement officers for a project cost of $1,095,000;
b) Accept the project funding, if approved;
c) Authorize the budget amendment ordinance (**Attachment #)**; and
d) Authorize the Mayor and appropriate staff to execute all documents associated with the project funding.

HISTORY:

1. On March 12, 2024, the CCSO received notification of the opportunity to apply for Fiscal Year 2025 Congressionally Directed Spending through the Office of Senator Jon Ossoff.
2. On March 18, 2024, Sheriff Williams authorized staff to begin the evaluation of potential projects applicable to guidelines provided by Senator Ossoff's Office.
3. On March 25, 2024, the CCSO staff designated one priority project: Recruitment and Retention Bonuses.

4. On April 5, 2024, the CCSO submitted one application to augment the recruitment and retention of law enforcement officers. Application submission did not bind ACCGov to accept funds, if awarded.

FACTS & ISSUES:

1. The Clarke County Sheriff's Office (CCSO) is committed to being a nationally recognized public safety organization, committed to safeguarding the physical health and welfare of all persons.
2. The CCSO serves the community through intentional engagement, access, and transparency, fairly and equitably honoring the dignity of human beings while cultivating a more inclusive, diverse, and impartial interaction, where a person's identity is no longer a predictor of outcomes.
3. Congressionally Directed Spending (CDS) is an important way that Senators can advocate for projects critical to their constituents. The projects must meet certain requirements set by the Appropriations Committees.
4. If awarded, project funding is for one year.
5. Congressionally Directed Spending (CDS) is subject to congressional process and is highly competitive. All members of Congress share the funding decision and a budget must be passed which includes the CDS selected projects to receive funding.
6. If approved, project funding may be in full or for a partial amount of the project request.
7. The CCSO requested funding to provide additional hiring bonuses for new and transferring officers, and retention bonuses for current officers. Such bonuses are intended to boost the recruitment of qualified law enforcement candidates and influence current officers to continue their careers with the CCSO.
8. A Cost Share or Matching Funds are not required, if the project funding is approved.
9. If awarded, funds would be accepted and administered as with any other traditional grant funds

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OPTIONS:

To request that the Mayor and Commission:

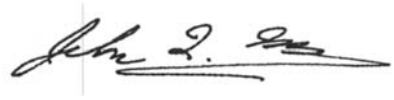
1. Mayor and Commission:
    a. Approve the Clarke County Sheriff's Office FY25 Congressionally Directed Spending (CDS) Request to augment the recruitment and retention of law enforcement officers for a project cost of $1,095,000;
    b. Accept the project funding, if approved;
    c. Authorize the budget amendment ordinance (**Attachment #)**; and
    d. Authorize the Mayor and appropriate staff to execute all documents associated with the project funding.

2. Mayor and Commission deny the authorization to accept the grant award.

3. Mayor and Commission defined option

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

DEPARTMENT:
Prepared by: Beth Morton



John Q. Williams, Sheriff — Date: 4/5/2024

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager — Date: April 8, 2024

ATTACHMENTS:

Attachment #1 – Budget Ordinance

AN ORDINANCE TO AMEND THE FY2024 ANNUAL OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE GRANT FUNDING, IF AWARDED, TO THE HOUSING AND COMMUNITY DEVELOPMENT (HCD) DEPARTMENT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)PRESERVATION AND REINVESTMENT FOR COMMUNITY ENHANCEMENT (PRICE)GRANT PROGRAM IN ORDER TO PROVIDE FUNDING FOR PRESERVING AND REVITALIZING MANUFACTURED HOMES AND MANUFACTURED HOME COMMUNITIES; 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 Grants Special Revenue Fund to provide grant funding, if awarded, to HCD from the HUD PRICE Grant Program in order to provide funding for the preservation and revitalization of Manufactured Homes and Manufactured Home Communities in Athens-Clarke County, including repair, rehabilitation and reconstruction of owner-occupied and/or rental manufactured homes; down payment assistance for manufactured home units and/or land; improvement of manufactured home community infrastructure; and community and landlord engagement activities in ACC; and for other purposes.

Said Operating and Capital budget is hereby amended as follows:

Grants Special Revenue Fund:

REVENUES:	
Increase:	
HUD PRICE Grant Program	$5,000,000
Expenditures:	
Increase:	
Housing & Community Development (HCD) Department	
Personal Services	$390,000
Operating Expenses	$4,610,000
	$5,000,000

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: HUD Preservation and Reinvestment Initiative for Community Enhancement (Manufactured Housing) Grant Application

DATE: March 26, 2024

EXECUTIVE SUMMARY:
Staff seeks approval to apply for HUD's Preservation and Reinvestment Initiative for Community Enhancement (PRICE) opportunity for the purposes of revitalizing Manufactured Housing Communities in Athens Clarke County by repair, rehabilitation and reconstruction of owner-occupied and/or rental manufactured homes; down payment assistance for manufactured home units and/or land; improvement of infrastructure; and community and landlord engagement activities in ACC. Furthermore, staff seeks approval to accept up to $5M from HUD should ACCGov be awarded the funding for a 6-year programming period.

BUDGET INFORMATION:
REVENUES:

$ 5,000,000	HUD PRICE Grant Program Application

EXPENSES:

HUD PRICE Grant Application Allocation Categories (6-year program period)

$ 2,300,000	Repair, Rehabilitation and Reconstruction of Owner-Occupied or Rental Manufactured Homes
$ 1,000,000	Down Payment Assistance for Manufactured Homes Units and/or Land
$ 710,000	Manufactured Home Community Infrastructure Improvement Activities
$ 100,000	Community & Landlord Education and Engagement Activities
$ 390,000	Program Manager Salary & Benefits Activities
$ 500,000	Allowed 10% Indirect
$ 5,000,000	**Total HUD PRICE Grant Application Allocation**

HCD 6% Leveraging Funds for HUD PRICE Grant Application Request

$ 303,021	Salary for existing HCD staff (6% of total request)
$ 5,303,021	**Total HUD PRICE Grant Application and HCD Leverage Funding**

FUNDING SOURCE: U.S. Department of Housing and Urban Development (HUD)

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission:

a. Authorize the submission of a grant application for up to $5,000,000 in HUD Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Grant Program funds;
b. Accept the grant funds, if awarded;
c. Adopt the attached Budget Amendment Ordinance (**Attachment #1**);
d. Authorize the creation of one full time position to function as the Preservation and Reinvestment Initiative for Community Enhancement Grant Coordinator; and
e. Authorize the Mayor and appropriate ACCGov staff to execute all related grant agreements, contracts, and documents.

HISTORY:

1. On October 3, 2023, the Mayor and Commission accepted the Affordable Housing Investment Strategy (AHIS) developed by HR&A Advisors in collaboration with staff and in consultation with the ARPA Affordable Housing Advisory Committee. The preservation of quality affordable rental homes and supporting existing homeowners through owner-occupied repair were key recommendations of the AHIS.
2. On February 24, 2024, the U.S. Department of Housing and Urban Development (HUD) released a Notice of Funding Opportunity (NOFO) for the Preservation and Reinvestment Initiative for Community Enhancement Grant Program, designed to assist jurisdictions to preserve and revitalize Manufactured Homes.

FACTS & ISSUES:

1. The Affordable Housing Investment Strategy (AHIS) notes significant affordability challenges, including homeownership, rental affordability, and homelessness. Approximately 37% of all ACC households, and 64% of renters, make $50,000 or less. Athens-Clarke County also has a low homeownership rate (47%) in comparison to the state (64%), with inequitable access to mortgage financing for Black households largely impacting this total. The AHIS identified a need for reliance upon investing public subsidies to create and preserve affordable housing within ACC, and the need to "build a strong affordable housing ecosystem to respond to worsening housing affordability."
2. The Affordable Housing Investment Strategy recommends three strategies to create, expand, and maintain affordable housing:
   a. Strengthen ACCGov's affordable housing capacity by identifying ongoing local public funding;
   b. Create more affordable rental homes and preserve the affordability of existing homes while improving the quality; and
   c. Expand access to homeownership for new homeowners and assist existing homeowners to remain in their homes.
3. HUD issued this Preservation and Reinvestment Initiative for Community Enhancement Grant Program NOFO under the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022). This NOFO supports HUD's Strategic Plan for fiscal years (FY) 2022-2026 to accomplish HUD's mission and vision.

4. The purpose of the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) competition NOFO is to preserve long-term housing affordability for residents of manufactured housing or a Manufactured Housing Community (MHC), to redevelop MHCs, and to primarily benefit low-and moderate-income (LMI) residents.
5. As defined in the NOFO, a manufactured housing unit is a "structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width, or 40 body feet or more in length, or which when erected onsite is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure…". Additionally, the lower production costs of manufactured homes (generally less than half that of site-built homes, per the NOFO) are typically passed on to consumers through lower purchase price and monthly costs.
6. As defined in the NOFO, "Manufactured Housing Community (MHC) refers to land and manufactured housing units under unified ownership and developed for the purpose of providing individual spaces for the placement of manufactured homes for residential purposes within its boundaries. An MHC usually has some on-site utilities, road access, and water/sewer access and may have other community improvements such as a tornado shelter, broadband access, or drainage/landscaping. For purposes of this NOFO, housing units in MHCs may include a mix of manufactured, mobile (used for long-term residence, not transitory stays), stick-built, modular, or panelized units provided that manufactured housing units comprise 51% or more of the total housing units within the MHC. "
7. In 2017 (the most recent data available through the ACCGov Planning Department), there were approximately 2,300 manufactured homes in Athens-Clarke County, accounting for 4.1% of all housing units.
    a. Approximately 1,300 of these were owner-occupied units (though they may rent the land they sit on), and 926 were renter-occupied.
    b. Approximately 1,167 of these units were located within 23 MHCs; all MHCs located within Athens-Clarke County are within Qualified Census Tracts (QCTs)
8. Approximately $225M in competitive grant funding is available through this NOFO, of which $200M are reserved for the main PRICE competition (PRICE Main) and $25M is reserved for a pilot program to assist in the redevelopment of manufactured housing communities as replacement housing that is affordable (PRICE Replacement Pilot).
    a. Staff recommends applying for the PRICE Main funding, as it is more closely aligned with local goals and does *not* require the 50%+ match funding that the PRICE Replacement Pilot does.
9. The minimum award amounts for the PRICE Main competition for non-Tribal applicants like ACCGov is $5M, and the maximum award amounts of $75M. HUD expects to make approximately 25 awards available.

10. The application deadline is June 5, 2024. The estimated start date for awarded projects is October 1, 2024 and the estimated end date is September 9, 2030, for a 6-year project period and budget period.
11. ACCGov's proposal will request $5,000,000 from the PRICE grant opportunity to complete 5 types of activities, all of which are in support of HCD's FY21-FY25 Consolidated Plan:
    a. Repair, rehabilitation and reconstruction of owner-occupied and/or rental manufactured homes,
    b. Down payment assistance for manufactured homes units and/or land,
    c. Manufactured Home Community (MHC) infrastructure improvement activities, and
    d. Community education and landlord engagement activities.
12. HUD requires that all manufactured housing units receiving PRICE assistance must be maintained as affordable for a minimum period. This affordability requirement will help preserve affordable housing within Athens-Clarke County.
13. Should ACCGov receive the requested funding, HCD will hire one new full-time position to act as PRICE Program Manager. This individual will focus on developing and implementing all program activities described in the proposal.
14. The PRICE Main opportunity does not require cost sharing, matching funds or leveraging (p. 24. III.C., of the PRICE NOFO at Grants.gov). HUD views leveraged commitments as an indicator of support and dedication to the proposed project. Additional funds may also increase the effectiveness of the proposed activities. An application will earn higher points based on the percentage of leveraged commitments for the proposed activities.
    a. Over six years, staff would leverage General Fund salaries, CDBG Administrative and Affordable Housing Funds, and ARPA Administrative funds salaries to support a 6% contribution toward the grant request.
15. If approved by the Mayor and Commission, the HUD PRICE Housing Grant Application will be publicly posted for at least 15 days prior submission on the Athens-Clarke County Government website: https://www.accgov.com/394/Housing-Community-Development; the East Athens Development Corporation and the Housing & Community Development Department office for public comment.
16. These recommendations support the following ACCGov Strategic Plan Goals, Strategies, and/or initiatives:
    a. Strategy 1A: Work to create and implement systems to identify, acknowledge, and address racism, trauma, harm, and violence in our community.
    b. Strategy 2D: Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, non-profit capacity building, and problem solving with connected community partners.
    c. Strategy 3C: Improve programs, processes, policies and communication external and internal, assess how resources are allocated to meet existing and future needs for better service delivery and what we deliver.

d. Strategy 4B: Update development codes, zoning, and funding/resources resulting in diverse, affordable housing options to meet community needs.

e. Strategy 4E: Improve equitable housing opportunities in identified disinvested or underinvested areas.

f. Strategy 4F: Provide support to tenants to improve quality of life.

OPTIONS:

1. Mayor and Commission:
   a. Authorize the submission of a grant application for up to $5,000,000 in HUD Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Grant Program funds;
   b. Accept the grant funds, if awarded;
   c. Adopt the attached Budget Amendment Ordinance (**Attachment #1**);
   d. Authorize the creation of one full time position to function as the Preservation and Reinvestment Initiative for Community Enhancement Grant Coordinator; and
   e. Authorize the Mayor and appropriate ACCGov staff to execute all related grant agreements, contracts, and documents.

2. Mayor and Commission deny approval of the Preservation and Reinvestment Initiative for Community Enhancement (PRICE) grant application for submission to HUD.

3. Mayor and Commission defined option.

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

DEPARTMENT: Housing & Community Development
Prepared by: Alejandra Calva



Melinda Lord
HCD Assistant Director
Housing & Community Development

03/27/2024
Date:

ADMINISTRATIVE COMMENTS:

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



April 8, 2024

Manager Date:

ATTACHMENTS:

Attachment #1 – Budget Amendment Ordinance

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: 2024 Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) Safety Action Plan (SAP) Application Submittal

DATE: March 15, 2024

EXECUTIVE SUMMARY:

The Transportation and Public Works Department (TPW) seeks approval to apply for $100,000 in Local Maintenance Improvement Grant (LMIG) funds anticipated to be available by Georgia Department of Transportation (GDOT) in accordance with the Transportation and Investment Act. The LMIG funds will be used to repair damaged guardrails in areas around the county.

BUDGET INFORMATION:

REVENUES:	$100,000	Anticipated LMIG Award from GDOT
	$ 30,000	Required 30% match from FY24 Roadway Safety Devices
	$130,000	Total Available for LMIG Projects
EXPENSES:	$130,000	CY24 Guardrail Repair Project
FUNDING SOURCE:	GDOT LMIG (SAP)	
	FY24 Roadway Safety Devices General Capital	

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that Mayor and Commission:

a. Approve the 2024 LMIG Project Report, as shown in **Attachment #1**, which will partially comprise the Calendar Year 2024 (CY24) Guardrail Repair Project;
b. Authorize the Mayor and appropriate staff to apply for the $100,000 Local Maintenance Improvement Grant (LMIG) funds that are anticipated to be available by Georgia Department of Transportation (GDOT) in accordance with the Transportation and Investment Act using the GDOT application process identified in **Attachment #2**; and
c. Authorize the Mayor and appropriate staff to sign all related application documents.

HISTORY:

1. In July 2010, Georgia Department of Transportation (GDOT) restructured the former Local Assistance Road Program (LARP) into the Local Maintenance Improvement Grant (LMIG) program. The LMIG Program provides funding to local governments for a variety of roadway improvements, including roadway resurfacing, roadway widening, traffic signal and

intersection improvement, safety upgrades, culvert/bridge repair, and sidewalk/bike lane improvements within the right-of-way.

2. On May 12, 2021, GDOT announced a program focused on low-cost safety improvements that can be implemented on Off-System routes that are likely to reduce the frequency and severity of crashes. The Unified Government of Athens-Clarke County (ACCGov) received $220,000 as part of the 2021 LMIG SAP program.

3. On February 20, 2024, GDOT sent an email stating that the ACCGov is eligible to receive $100,000 as part of the 2024 LMIG SAP program. The deadline to submit the grant application to GDOT is May 15, 2024 (**Attachment #2**).

FACTS & ISSUES:

1. The LMIG program is funded by Georgia's motor vehicle fuel tax and is allocated to local governments based on a funding equation that considers local population and centerline miles of paved and unpaved roads.

2. The 2021 LMIG Safety Action Plan grant funds focused on improving roadway markings and installing raised pavement markers. GDOT made a selection of 8 Athens-Clarke County off-system roadways based on data from crash summary reports. The 8 roads selected by GDOT in 2021 were Baxter Street, Tallassee Road, Whit Davis Road, Danielsville Road, Mitchell Bridge Road, College Station Road, Spring Valley Road, and Old Elberton Road.

3. T&PW staff received an email from GDOT LMIG SAP Program Officials (**Attachment #1**), stating that ACCGov is eligible to receive $100,000 from the 2024 program. Subsequently, ACCGov would be responsible for providing a 30% match of $30,000. The required 30% matching funds are available within FY24 Roadway Safety Devices Capital Account.

4. FY24 Roadway Safety Devices Capital funds are currently used for roadway markings, raised pavement markers (RPM) and guardrail. Using this account fund for the LMIG SAP project's matching 30% requirement will supplement the funding from the Roadway Safety Account. Using GDOT LMIG SAP program funding along with FY24 Roadway Safety Project funding will enable more safety improvements on our roadways.

5. GDOT made a selection of Off-System roadways based on data from crash summary reports. Based on those reports, Hull Road, Danielsville Road, Mitchell Bridge Road, and Jimmie Daniel Road were selected (**Attachment #2)**.

6. GDOT anticipates that it will take approximately one month to review and approve the application once received. Payments of funds will be made through the normal LMIG process once the application and project list have been approved.

7. This recommendation supports the following Mayor and Commission Strategic Commitments:

- Safely Move Around Athens, Strategy E: *Enhance safety for all modes of transportation.*

OPTIONS:

1. Mayor and Commission:
   a. Approve the 2024 LMIG SAP Project, as shown in **Attachment #1**,
   b. Authorize the Mayor and appropriate staff to apply for the $100,000 Local Maintenance Improvement Grant (LMIG) funds that are anticipated to be available by Georgia Department of Transportation (GDOT) in accordance with the Transportation and Investment Act using the GDOT application process identified in **Attachment #2**; and
   c. Authorize the Mayor and appropriate staff to sign all related applications documents.

2. The Mayor and Commission do not authorize the Mayor and appropriate staff to apply for 2024 LMIG program funds at this time.

3. Mayor and Commission defined option.

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

DEPARTMENT: Transportation & Public Works
Prepared by: Mike Dunbar, Sign & Marking Engineer

Stephen Bailey — March 18, 2024
Director — Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Manager — April 1, 2024
Date:

ATTACHMENTS:

Attachment #1: 2024 LMIG Funding Notification Letter & Project List
Attachment #2: 2024 LMIG Application

Georgia Department of Transportation

FY 2024 LMIG Safety Action Plan (SAP)

Program Overview:
To invest in improving the safety of the county and city road system, the Georgia Department of Transportation is targeting funds from the FY 2024 supplemental budget for safety improvements. The program focuses on low-cost safety improvements that can be implemented on Off-System routes that are likely to reduce the frequency and severity of crashes. Grants will not exceed $100,000.

Project/Selection Criteria:
The Safety Action Program will follow the normal LMIG process in which direct payment is made by check/ACH after eligibility requirements are met.

In order to aid in project selection, the SAC has provided data driven crash summary reports. Counties should use the data as a guide for project selection.

Other criteria include whether a local government can meet the required 30% match to receive these LMIG funds. Those local governments that can exceed the required match will be given additional consideration.

Local Government (LG) responsibilities:
LGs will be responsible for submitting an LMIG application and project list to the District by **May 15, 2024.** The LMIG Grant application must include a cover letter signed by the Mayor or Commission Chairman identifying the Project List. The letter should contain a short description of the project list, a LMIG Grant application form, map and a Project List. All projects must be under contract by **March 30, 2025.**

LGs will be responsible for completion of fieldwork, plan preparation and bidding the project. All fieldwork that is completed by a local government should be reviewed by the SAC. LGs will also be fully responsible for all clearance of environmental requirements, utility adjustments and right of way.

Payment:
Payment of funds will be made through the normal LMIG process once the application and project list have been approved. If deemed necessary by the SAC, authorization of payment may be held until the project plans have been reviewed and approved.

Eligible Contract Items:
Signing and Marking and Raised Pavement Markers (RPM's); centerline and shoulder rumble strips; Rectangular Rapid Flashing Beacons (RRFB); Pedestrian Hybrid Beacons (PHB); guardrail; minor shoulder widening may be considered if SAC validates there is room for it.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20 24 SAP

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: Athens- Clarke County
Address: 2795 Lexington Road Athens, Georgia 30605
Contact Person and Title: Mike Dunbar Sign & Marking Engineer
Contact Person's Phone Number: 762 400 7837
Contact Person's Fax Number: _____
Contact Person's Email: Mike.dunbar@accgov.com

Is the Priority List attached? Yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Kelly Girtz (Name), the Mayor (Title), on behalf of Athens-Clarke County (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 20 24 SAP

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

47452
E-Verify Number

_____(Signature)

_____ (Print)

Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL:

Sworn to and subscribed before me,

This _____ day of _____ , 20___.

In the presence of:

NOTARY PUBLIC

_____
My Commission Expires:

NOTARY SEAL:

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
    a. Overview of type of project(s) being requested
    b. Status of previous LMIG funding
    c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
    a. Signature of Mayor or County Commission Chairperson
    b. County/City Seal (Required)
    c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.

FY 24 **LMIG PROJECT REPORT** COUNTY / CITY Athens-Clarke

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Jimmy Daniels Road	Atlanta Highway	Oconee County Line	.65	Guardrail Repair	$50,600	
Danielsville Road	Freeman Drive	Walker Drive	1.02	Guardrail Repair	$49,500	
Hull Road	Danielsville Road	US 29 Highway	1.11	Guardrail Repair	$67,650	
Mitchell Bridge Road	Atlanta Highway	Tallassee Road	2.45	Guardrail Repair	$29,700	

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Ratification of an Emergency Purchase Order for the Replacement of a Chiller at the East Athens Dance Center

DATE: March 13, 2024

EXECUTIVE SUMMARY: The purpose of this agenda item it to ratify the emergency purchase to replace a 100-ton York Chiller at the East Athens Dance Center, as is required by OCGA 36-91-22.

BUDGET INFORMATION:
REVENUES: N/A

EXPENSES:
OPERATING: $0
CAPITAL: $ 226,185 Total Budget for Chiller Replacement
OTHER: $0

FUNDING SOURCE: FY24 Facilities Life Cycle Maintenance Program Capital Budget

COMMISSION ACTION REQUESTED ON: April 16, 2024 – Under Suspension of Rules

PURPOSE:
To request that Mayor and Commission:

a. Ratify the award, as required by OCGA 36-91-22, for the emergency purchase of the Replacement of a 100-ton York Chiller at the East Athens Dance Center to Jones Mechanical Contractors for a cost not to exceed $226,185; and,
b. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On November 5, 2005, the East Athens Dance Center officially opened. A chiller was included with the original construction.

2. On April 6, 2021, the Mayor and Commission (M&C) adopted an update to the Athens-Clarke County (ACCGov) Sustainable Building Policy. This updated enhanced ACCGov building construction standards while also establishing new standards for small construction projects and existing buildings.

3. On July 1, 2022, after a competitive solicitation, Jones Mechanical Contractors was issued a five-year service agreement for the East Athens Dance Center.

4. On June 8, 2023, freon had to be unexpectedly added to the chiller.

5. On July 12, 2023, August 28, 2023, and September 14, 2023, numerous electrical components failed and were replaced on the chiller. Many of these parts are obsolete.

6. On October 6, 2023, multiple leaks were repaired and freon was added to the chiller.

7. On February 13, 2024, multiple leaks were repaired and freon was added to the chiller.

8. On February 14, 2024, the compressor for this chiller had failed for the third time. At this time, Jones Mechanical advised ACCGov that the chiller was beyond its target life and that replacement was warranted.

9. On February 22, 2024, Facilities Management staff processed a requisition for a Purchase Order to Jones Mechanical Contractors for a Total Unit Price under emergency authorization for the Replacement of the 100-ton Chiller at the East Athens Dance Center for a cost not to exceed $226,185.

FACTS & ISSUES:

1. This chiller is over 18 years old. It was originally scheduled for replacement as part of this year's life cycle projects. Unfortunately, the chiller malfunctioned before its scheduled replacement. The York Chiller has a life cycle of 15-25 years.

2. The chiller has experienced multiple leaks that require freon to be added approximately three times a year. It costs approximately $3,000 every time a freon has to be added.

3. Last month, the compressor failed on the chiller. The compressor is a vital component of a chiller system, responsible for circulating refrigerant and maintaining proper cooling capacity. Compressor failure can occur for various reasons, including electrical issues, mechanical wear, or lubrication problems. Once the compressor fails, the entire chiller system becomes inoperative, necessitating immediate replacement or extensive repairs.

4. As chillers age, manufacturers discontinue production of certain parts or components, making it increasingly difficult and expensive to source replacements. When critical components fail, and suitable replacements are unavailable or prohibitively expensive, it is more practical to replace the entire chiller rather than attempting to repair it.

5. The East Athens Dance Center is currently without adequate cooling, posing significant risks to the comfort and safety of staff and residents. Furthermore, the lack of cooling presents potential health hazards, particularly during periods of high temperatures. If this chiller is not replaced, the East Athens Dance Center may not have any air conditioning during the summer camp season.

6. Jones Mechanical is uniquely positioned to address this emergency situation promptly and effectively, and they possess the necessary expertise and experience in HVAC systems. Importantly, because they hold the maintenance contract on this facility, they are intimately

familiar with the equipment and facility needs. By using an existing contract maintenance provider, we eliminate the potential for conflict between the installation contractor and maintenance contractor should the newly installed chiller encounter problems. Engaging an alternative contractor would introduce unnecessary delays and complications, potentially exacerbating the current crisis.

7. It will cost $226,185 for Jones Mechanical to replace the chiller under an emergency timeline. This price also includes reconnecting the water piping and reworking all the existing power to accommodate the new chiller from the main transformer;

8. Per Chapter 1-7 of the Athens-Clarke County Code, the Manager has authority to authorize the Replacement of the 100-Ton Chiller at the East Athens Dance Center 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)

9. The Georgia Public Works Construction Law (OCGA 36-91-21) requires competitive bidding for construction projects greater than $100,000 unless the project is specifically exempted by OCGA Section 36-91-22. Per OCGA 36-91-22, emergency purchases are exempt from competitive bidding, but must be ratified by Mayor & Commission as soon as practicable. It is for this reason that the item is being brought forward under suspension of rules. OCGA 36-91-22 states:
   "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).

10. Per the ACCGov Sustainable Building Policy adopted by the M&C, any new HVAC equipment will be at least as efficient as the equipment it is replacing. The 2 new 50 ton LG Chillers being proposed are much more energy-efficient than the existing chiller by utilizing inverter scroll compressors that can utilize one or both chillers depending on need. The new chillers also has a lower starting current reducing amount of energy needed to start the machine.

11. Once the M&C ratifies the award of the emergency purchase, the contractor will order the replacement chiller. Under this timeline, substantial completion is anticipated between May 7 – May 14, 2024.

Order Chiller:	2 weeks processing time before chiller ships
Delivery of Chiller:	3 weeks
Installation of Chiller:	1 – 2 weeks to install new chiller

12. These recommendations support the following Strategic Plan Goals & Strategies:

- Built and Natural Infrastructure, Strategy C: *Provide adequate funding for maintenance of existing and newly constructed infrastructure*

OPTIONS:

1. Mayor and Commission:
   a. Ratify the award, as required by OCGA 36-91-22, for the emergency purchase of the replacement of the 100-ton chiller at the East Athens Dance Center to Jones Mechanical Contractors for a cost not to exceed $226,185; and,
   b. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not ratify the emergency replacement of the 100-ton chiller at the East Athens Dance Center.

3. Mayor and Commission Defined Option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a and b

DEPARTMENT: Central Services
Prepared by: James Alexander, Assistant Director

Andrew Saunders — 3/13/24
Central Services Director — Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Manager — April 1, 2024
Date

ATTACHMENTS:
Attachment #1 Quote from Jones Mechanical Contractors

Unified Government of Athens-Clarke County
P.O. Box 752
Athens, GA 30603

Purchase Order

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number **24102309**

Purchase Order Date **02/28/2024**

Department **Facilities Management**

Bill To
Athens-Clarke County Unified Government
Finance Department - Accounts Payable
PO Box 1748
Athens, GA 30603

Ship To 5809
FACILITIES MANAGEMENT
2555 LEXINGTON RD
ATHENS, GA 30605

Vendor 30744
JONES MECHANICAL CONTRACTORS
P.O. BOX 509
DANIELSVILLE, GA 30633

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
706-768-7741	SAMANTHAJONES@JONESMECHANICALCONTRACTORS.COM	30744	24003185	Edward Tulenko	

NOTES

replace 100 ton chiller @ E Athens Dance Center

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	replace 100 ton chiller @ E Athens Dance Center with new 100 ton chiller according to the scope of work	1.0000	EACH	$226,185.0000	$226,185.00

See county website for terms and conditions.

Jessica Bell
Authorized Signature

Total Ext. Price $226,185.00

Purchase Order Total $226,185.00

Vendor Copy

JONES
HEATING / AIR / VENTILATION

7067687741
p.o box 509 Danielsville ga 30633

PROPOSAL

Proposal Submitted To: To Who It May Concern Phone: 706-613-3570
Date: 2/22/2024 Job Name: East Athens Dance Center

City, State and Zip Code Job Location: 390 McKinley Drive, Athens Georgia

JOB DESCRIPTION:

Replace the 100-ton York chiller with a new 100-ton lg chiller.
Reconnect to the existing water piping and rework all the existing power to accommodate the new chiller from the main transformer.
This work will be done during normal business hours.

Exclusions: concrete, electrical, drywall,painting,plumbing,bond,tab.

We propose, to furnish labor and materials in complete accordance with the above specifications. All equipment and materials belong to Jones Mechanical Contractors until last payment is received. This proposal is valid for 30 days from the date above. Bond is not included in this proposal if need add 5% to the quoted total below.

TOTAL Cost: $226,185.00

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted.

Signature Date

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Easement Across 375 Satula Avenue to Support Existing Private Water and Sewer Service

DATE: February 29, 2024

EXECUTIVE SUMMARY: This agenda report recommends the approval of a utility easement between the Unified Government of Athens-Clarke County (ACCGov) and neighboring property owners for areas on the ACCGov property located at 375 Satula Avenue. This easement is needed in order to provide legal access for repairs and maintenance of existing water and sewer lines serving private properties on Kessler Street.

BUDGET INFORMATION:

REVENUES:	N/A
EXPENSES:	N/A
FUNDING SOURCE:	N/A

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve a utility easement across 375 Satula Avenue to support existing water and sewer service to adjacent private properties; and
b. Authorize the Mayor and appropriate staff to execute all necessary documents.

HISTORY:

1. On August 9, 1923, I. J. Oldham conveyed property to Mrs. Effie Winn by Warranty Deed recorded in Deed Book 40 Page 6. For Lot Number Three, Section Twenty-Seven of the lands of the Athens Park & Improvement Company. This lot would later become known as 335 Satula Avenue.

2. On April 6, 1937, the City of Athens acquired a portion of land formally owned by D.H. Arnold at a tax sale being held on behalf of Clarke County. This portion of land would later become incorporated into Athens-Clarke County parcels 114C4 C013 and 114C4 C014 at 375 Satula Avenue.

3. On October 6, 1943, the City of Athens adopted via unanimous vote to deed 100 feet by 70feet to Clarke County for the purposes of erecting a building for educational and public use located on the corner of Boulevard Rd and Satula Ave. This portion of land would later become incorporated in to Athens-Clarke County parcels 114C4 C013 and 114C4 C014 at 375 Satula Avenue.

4. On October 12, 1943, at 11:30 AM Clarke County acquired property along Boulevard and Satula Avenue from D.H. Arnold. This transaction is recorded in Pages 20-22 of Deed Book 88. This portion of land would later become incorporated into Athens-Clarke County parcels 114C4 C013 and 114C4 C014 at 375 Satula Avenue.

5. On September 18, 1959, a survey for Lammie Kessler was completed and was recorded in Plat Book 6 Page 287 by King Crawford Clerk on December 2, 1959. These surveyed lots would later become 10, 20, and 30 Kesler Street.

6. In 1965, single family residences were constructed on the lots of 10 and 20 Kesler Street. Water and sewer service would have been provided to these homes at the time of construction. This installation would have most likely been completed in coordination between two private property owners prior to Clarke County's acquisition of the property as described in History #8.

7. In 1966, a single-family residence was construction on the lot of 30 Kelser Street. Water and sewer service would have been provided to this home at the time of construction.

8. On March 15, 1968, Clarke County purchased Athens-Clarke County parcel 114C4 C012 at 335 Satula Avenue from Mrs. Effie Winn O'Kelly. This transaction is recorded in Page 346 of Deed Book 298.

9. On March 15, 1968, the property lines Athens-Clarke County parcels 114C4 C013, 114C4 C014, and 114C4 C012 were surveyed by J.R. Holland, these are recorded in Plat Book 6 on Page 287. This survey now represents ACCGov's cumulative ownership on the west side of Satula Avenue for addressed 335 and 375 Satula Avenue.

10. On March 15, 1983, a Survey for the Clarke County Department of Family and Children Services (DFCS) was completed by Ben McLeroy and Associates.

11. In 1986, Clarke County constructed a building at 375 Satula Avenue for use by the Clarke County DFCS.

12. On August 7, 1990, voters for the City of Athens and Clarke County approved a referendum to unify the two governments into a single municipal corporation known as The Unified Government of Athens-Clarke County.

13. In November of 1990, ACCGov acquired land at 250 North Avenue for the purposes of constructing a new facility for the Clarke County DFCS. After the construction of a facility at this location, Clarke County DFCS vacated their former location at 375 Satula Avenue. The 375 Satula Avenue facility was subsequently renovated for use by other ACCGov operations.

14. On January 29, 1997, Gros Ventre LLLP was incorporated as a domestic limited liability legal partnership in the State of Georgia.

15. On March 4, 2016, Gros Ventre LLLP acquired properties at 10, 20, and 30 Kesler Street from the estate of Lammie Kesler. These transactions are recorded in Page 271 of Deed Book 4437.

16. In 2021, legal counsel for Gros Ventre LLLP engaged with individuals from ACCGov to inquire about the status of a number of issues pertaining to privately-owned property on Kesler Street. At this meeting, it was determined that these privately owned properties had unidentified private and water sewer service crossing ACCGov-owned property at 375 Satula Avenue.

17. On May 24, 2022, Henry and Vicki Joiner, owners of Gros Ventre LLLP, mailed the members of the Mayor and Commission to request that ACCGov enter into good faith efforts to formalize an easement for private water and sewer lines serving privately-owned property on Kelser Street.

18. In February of 2023, legal counsel for Gros Ventre LLLP provided ACCGov with a survey depicting the approximate location of private water and sewer service crossing ACCGov-owned property at 375 Satula Avenue. At this time, both parties agreed that an easement was needed to protect the rights of each property owner as it pertains to these utilities.

19. On January 19, 2024, the ACCGov Attorney's Office and legal counsel for Gros Ventre LLLP reached agreement on the terms of a draft easement for the private water and sewer lines crossing ACCGov-owned property at 375 Satula Avenue.

20. On February 27, 2024, representatives for Gros Ventre LLLP asked Central Services if they could coordinate bringing this easement forward to the Mayor and Commission for consideration.

FACTS & ISSUES:

1. Gros Ventre LLLP is a domestic limited liability legal partnership in the State of Georgia owned by Henry D. Joiner, Jr. and Vicki Lynn Christopher Joiner.

2. ACCGov owns certain real properties referred to as Tract 1 and Tract 2, currently known as Tax Parcel No. 114C4 C012, 114C4 C013, and 114C4 C014. Gros Ventre LLLP owns an adjacent property referred to as Tract 3, currently known as Tax Parcel No. 114C4 C016. Henry D. Joiner, Jr. and Vicki Lynn Christopher Joiner own adjacent properties referred to as Tract 1 and Tract 2, currently known as Tax Parcel Nos. 114C4 C015 and 114C4 C017.

3. The properties at 10, 20, and 30 Kesler Street were constructed prior to the building occupying 375 Satula Avenue. At the time of construction, private water and sewer lines serving the Kesler Street properties were extended across 375 Satula Avenue to reach public infrastructure in the Satula Avenue right-of-way. There is no record of any current or prior owner of 375 Satula Avenue granting utility easements to the Kesler Street lots.

4. As a result, it is in the best interest of both parties to formalize and confirm the grant of sewer and water easements to Gros Ventre, Henry and Vicki Joiner for the benefit of Gros Property and Joiner Property.

5. If approved, the easement will achieve the following things:
    I. ACCGov grants Gros Ventre, Henry and Vicki Joiner perpetual, non-exclusive easements for private water and sewer lines across specific portions of the ACCGov property.
    II. Gros Ventre, Henry and Vicki Joiner is responsible for maintaining and repairing any improvements or work performed within the easement areas, except for damages caused solely by ACCGov or its agents.
    III. Gros Ventre, Henry and Vicki Joiner must comply with all federal, state, and local laws, ordinances, and regulations regarding maintenance or repair within the easement areas.
    IV. Gros Ventre, Henry and Vicki Joiner must perform work with care and speed to avoid negative impacts on the ACC Property and must promptly remove waste materials or rubbish caused by its operations.
    V. Gros Ventre, Henry and Vicki Joiner must minimize interference with local government operations on the ACCGov property during any work within the easement areas.
    VI. ACCGov agrees to not intentionally construct a structure on top of the utility easement.
    VII. ACCGov reserves certain rights, including the right to make use of the easement areas not inconsistent with the agreement and to relocate water and sewer lines at its expense. The limitations and conditions on these rights may require clarification to avoid conflicts with Gros Ventre, Henry and Vicki Joiner's rights under the agreement.

6. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Quality, Stable, Affordable Housing for All Section, Strategy E: Improve equitable housing opportunities in identified disinvested or underinvested areas.
    - Built and Natural Infrastructure, Strategy B: Ensure equitable access to infrastructure to enhance safety and identity.

OPTIONS:

1. Mayor and Commission:
    a. Approve a utility easement across 375 Satula Avenue to support existing water and sewer service to adjacent private properties; and
    b. Authorize the Mayor and appropriate staff to execute all necessary documents.

2. Mayor and Commission do not approve the easement.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b.

DEPARTMENT: Central Services
Prepared by: James Alexander, Assistant Director

Andrew Saunders — 3/15/24
Central Services Director — Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b

Manager — April 8, 2024
Date

ATTACHMENTS:
Attachment #1 - Draft Water and Sewer Easement for 375 Satula Avenue

Attachment #1
Draft Water and Sewer Easement
for 375 Satula Avenue

After recording, return to:
Fortson, Bentley & Griffin, P.A.
2500 Daniell's Bridge Road
Bldg. 200, Ste. 3A
Athens, GA 30606
Attn: David F. Ellison

PERMANENT SEWER EASEMENT AND PERMANENT WATER LINE EASEMENT

THIS INDENTURE (the "Agreement"), made this _____ day of _____, 2023 (the "Effective Date"), between **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**, a body politic and corporate and a political subdivision of the State of Georgia (hereinafter referred to, together with its successors and assigns, as "Grantor"), and **GROS VENTRE LLLP**, a Georgia limited liability limited partnership**, HENRY D. JOINER, JR.** and **VICKI LYNN CHRISTOPHER JOINER** (collectively hereinafter referred to, together with its successors and assigns, as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property more particularly described as Tract 1 and Tract 2 on that plat of survey for the Clarke County Department of Family and Children Services by Ben McLeory dated March 15, 1968, ("ACC Property"), said ACC Property presently known as Tax Parcel No. 114C4 C012, 114C4 C013, and 114C4 C014 on the Tax Maps of Athens-Clarke County, Georgia;

WHEREAS, Gros Ventre LLLP is the owner of certain adjacent real property as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as "Tract 3" ("Gros Property"), said Gros Property presently known as Tax Parcel No. 114C4 C016 on the Tax Maps of Athens-Clarke County, Georgia;

WHEREAS, Henry D. Joiner, Jr. and Vicki Lynn Christopher Joiner are the owners of certain adjacent real property as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as "Tract 1" and "Tract 2" ("Joiner Property"), said Joiner Property presently known as Tax Parcel Nos. 114C4 C015 and 114C4 C017 on the Tax Maps of Athens-Clarke County, Georgia;

WHEREAS, Grantee currently benefits from existing sewer and water easements encumbering the property of Grantor; and

WHEREAS, the parties wish to formalize and confirm the grant of such easements described below to Grantee for the benefit of the Gros Property and the Joiner Property.

WHEREAS, that said Grantor, for and in consideration of the sum of Ten and 00/100ths Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the easements set forth below:

1. EASEMENTS.

a. Grant of Permanent Sewer Easement. Grantor herein grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive ten foot (10') wide easement for sewer under and through that certain portion of the ACC Property, as the same is depicted on the area labeled "10' Sanitary Sewer Easement (5' From Centerline of Pipe)" as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Sewer Easement Area") for the purpose of: (i) utilization and operation of the existing sanitary sewer lines within the Sewer Easement Area, and (ii) entering the Sewer Easement Area (with forward notice to Grantor if a non-emergency) for the purpose of inspecting, maintaining, altering, repairing, and replacing the sewer line and related facilities and appurtenances (the "Sewer Easement").

b. Grant of Permanent Water Line Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive ten foot (10') wide water line easement that runs five feet (5') on each side of the existing water lines servicing the Gros Property and the Joiner Property through and across the ACC Property (the "Water Line Easement Area"), for the purpose of: (i) utilization and operation of the existing water lines within the Water Line Easement Area, and (ii) entering the Water Line Easement Area (with forward notice to Grantor if a non-emergency) for the purpose of inspecting, maintaining, altering, repairing, and replacing the water line and related facilities and appurtenances (the "Water Line Easement"). Said Water Line Easement is depicted on the area labeled "10' Sanitary Sewer Easement (5' From Centerline of Pipe)" as shown on Exhibit "A" attached hereto and incorporated herein by this reference.

2. MAINTENANCE AND REPAIR.

a. Maintenance and Repair Responsibility. Grantee shall be solely responsible for maintenance and repair of any improvements (including, without limitation, sanitary sewer lines, water lines, or their related facilities and appurtenances), or for any work performed in the Sewer Line Easement Area or Water Line Easement Area (collectively, the "Easement Areas"); provided, however, that Grantor shall be further responsible for all costs of repair, damage, and/or replacement to the sanitary sewer lines, water lines, or their related facilities and appurtenances within the Easement Areas solely caused by Grantor or Grantor's employees, contractors, or authorized agents.

b. Care. All work performed by Grantee or its agents, successors, and assigns hereunder shall be performed with the utmost care and speed so as not to negatively impact, inconvenience, or damage the ACC Property. During any and all periods of repair, replacement, maintenance, or improvement of the Easement Areas contemplated herein or any other work by Grantee, its agents, or successors in the Easement Areas, Grantee and its agents, successors, and assigns shall take all precautions necessary to protect Grantor and the ACC Property against injury or damage. Grantee must comply with all federal, state, and local laws, ordinances, and regulations as it applies to the maintenance or repair or any improvements within the Easement Areas.

c. No Waste. Grantee and its agents, successors, and assigns shall, at all times during its installation, repair, replacement, maintenance, and improvement of the sewer line or water line, promptly remove waste materials or rubbish caused by its operations.

d. Local Government Operations. Grantee understands and acknowledges that the ACC Property is presently utilized as offices for several departments of local government. Grantee will take reasonable measures to ensure that any work performed within the Easement Areas are performed in a manner to minimize interference with local government operations. As necessary, Grantee and Grantor will coordinate in good faith to minimize interference with local government operations.

3. WARRANTIES AND REPRESENTATIONS. To the extent permitted by the laws of the State of Georgia, including its Constitution, Grantor does hereby covenant, warrant, and represent the following to Grantee:

a. Title to the Easement Area. Grantor is the owner of record and is lawfully seized and possessed of the ACC Property, and has a good and lawful right to convey the perpetual, non-exclusive easements described herein.

b. No Permanent Structures on Easement Areas. No buildings or other permanent structures will be constructed upon, over or across the Easement Areas that unreasonably interfere with the use of the easements granted herein. This provision does not apply to any paving, asphalt, landscaping, parking areas, structures, buildings, or any other such improvements that are presently existing on the ACC Property as of the Effective Date of this Agreement, and Grantor shall retain the right to maintain, repair, and replace any such improvements so long as no new buildings or other similar permanent structures are placed in the Easement Areas.

4. COVENANTS AND EASEMENTS RUN WITH THE LAND. Each and all of the covenants, restrictions, and easements contained in this Agreement, whether affirmative or negative in nature, are made for the direct benefit of the parcel benefited thereby. Grantor intends for the covenants, restrictions, and easements contained herein to be an equitable servitude upon its parcel and a covenant running with the ACC Property. It is understood by all parties hereto that the interests conveyed herein are in the nature of a non-exclusive easement and not intended to provide any other interest, title, or estate in the ACC Property other than described herein.

5. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of the owners of the ACC Property, Gros Property, and Joiner Property, their respective heirs, representatives, successors, and assigns. Any transferee of any property, whether the entirety or a portion of such ACC Property, Gros Property, and/or Joiner Property affected hereby shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its respective property and to have agreed with the then owner/owners of all other properties affected hereby to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement.

6. NOTICES. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any owner of the ACC Property, Gros Property, and Joiner Property shall be in writing and shall be delivered in person or sent by nationally recognized

overnight courier service or in registered or certified form, postage prepaid, return receipt requested, to the following addresses:

Grantor:

Unified Government of Athens-Clarke County
Attn: Manager
301 College Avenue, Suite 303
Athens, Georgia 30601(physical address)
P.O. Box 1868
Athens, Georgia 30603 (mailing address)

With copy via U.S. mail to:
Athens-Clarke County Attorney's Office
P.O. Box 427
Athens, Georgia 30603

Grantee:

_____
_____
_____

or to such other address as the parties may direct from time to time by written notice forwarded in accordance herewith.

7. ABANDONMENT. In the event that Grantee, or its successors and assigns, abandons or terminates its use of the easements conveyed herein or all of the improvements within the Easement Areas for a period of twenty-four (24) consecutive months, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this Section 7, to "abandon or terminate" the use of the easements shall mean to disconnect the sewer or water lines described herein from the sewer and/or water lines of the Unified Government of Athens-Clarke County (or its successor entity), to remove the sewer or water lines described herein from the Easement Areas, or to remove a portion of the sewer or water lines described herein so that such sewer or water lines no longer function for their intended purpose.

8. HEADINGS. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement nor in way affect the terms and provisions hereof.

9. AMENDMENT. This Agreement shall not be modified or altered in any respect except by a writing executed and delivered by the then owners of the ACC Property, Gros Property, and Joiner Property, and which must be properly recorded in the Athens-Clarke County, Georgia Public Records.

10. GOVERNING LAW. This instrument shall be construed in accordance with the laws of the State of Georgia.

11. NO LIENS. All necessary licenses and permits required for any work performed by Grantee within the Easement Areas shall be obtained prior to the commencement thereof and all such work shall be done and all improvements constructed in a good and workmanlike manner, free and clear of all liens. Grantee shall hold the Grantor harmless from any lien claims resulting from any work that Grantee performs within the Easement Areas.

12. GRANTOR RIGHTS.

(a) The Grantor reserves the right to make any use of the Easement Areas which is not otherwise inconsistent with the terms of the Easement and does not unreasonably interfere with the use of the easements granted herein to the Grantees for the intended purposes as set forth herein, including without limitation paving over the Easement Areas. Grantor shall have the right to landscape the Easement Areas, and to grant additional easements to third parties within the Easement Areas, so long as such actions do not unreasonably interfere with the use and enjoyment of the easement rights created hereby.

(b) Grantor shall have the right to relocate the water line, sewer line or any of the related facilities or appurtenances as located on the ACC Property at its expense, if necessary for the development of any improvements on the ACC Property, so long as (i) water and sewer service to Gros Property and Joiner Property is not negatively affected as a result of the relocation, and (ii) arrangements are made for continuous water and sewer service to all owners benefitted by the water and sewer service being relocated.

TO HAVE AND TO HOLD, the said easements unto Grantee, its successors and assigns forever.

[Signatures of the parties appear on the following pages.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered
this ____ day of _____, 2023
in the presence of:

GRANTOR:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

By: _____

_____
Unofficial Witness

Name:

_____
Notary Public

Title: _____

[NOTARY SEAL]

Date: _____

Attest: _____

_____
Unofficial Witness

Name:

_____
Notary Public

Title: _____

Date: _____

[NOTARY SEAL]

[Signatures continue on the next page.]

Signed, sealed and delivered
this ____ day of _____, 2023
in the presence of:

GRANTEE:

GROS VENTRE, LLLP,
a Georgia limited liability limited partnership

By: _____(SEAL)
Name: _____
Its: _____

_____
Unofficial Witness

_____
Notary Public

[NOTARY SEAL]

_____ _____(L.S.)
Unofficial Witness Henry D. Joiner, Jr.

_____
Notary Public

[NOTARY SEAL]

_____ _____(L.S.)
Unofficial Witness Vicki Lynn Christopher Joiner

_____
Notary Public

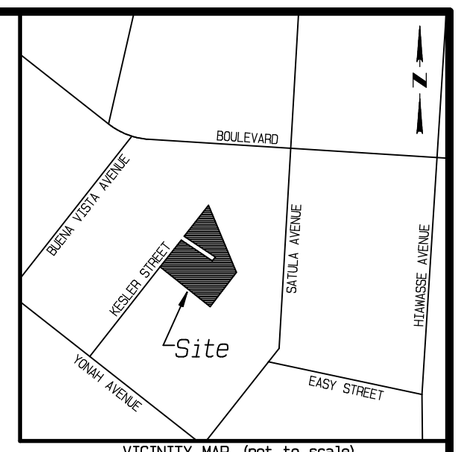
[NOTARY SEAL]

EXHIBIT "A"

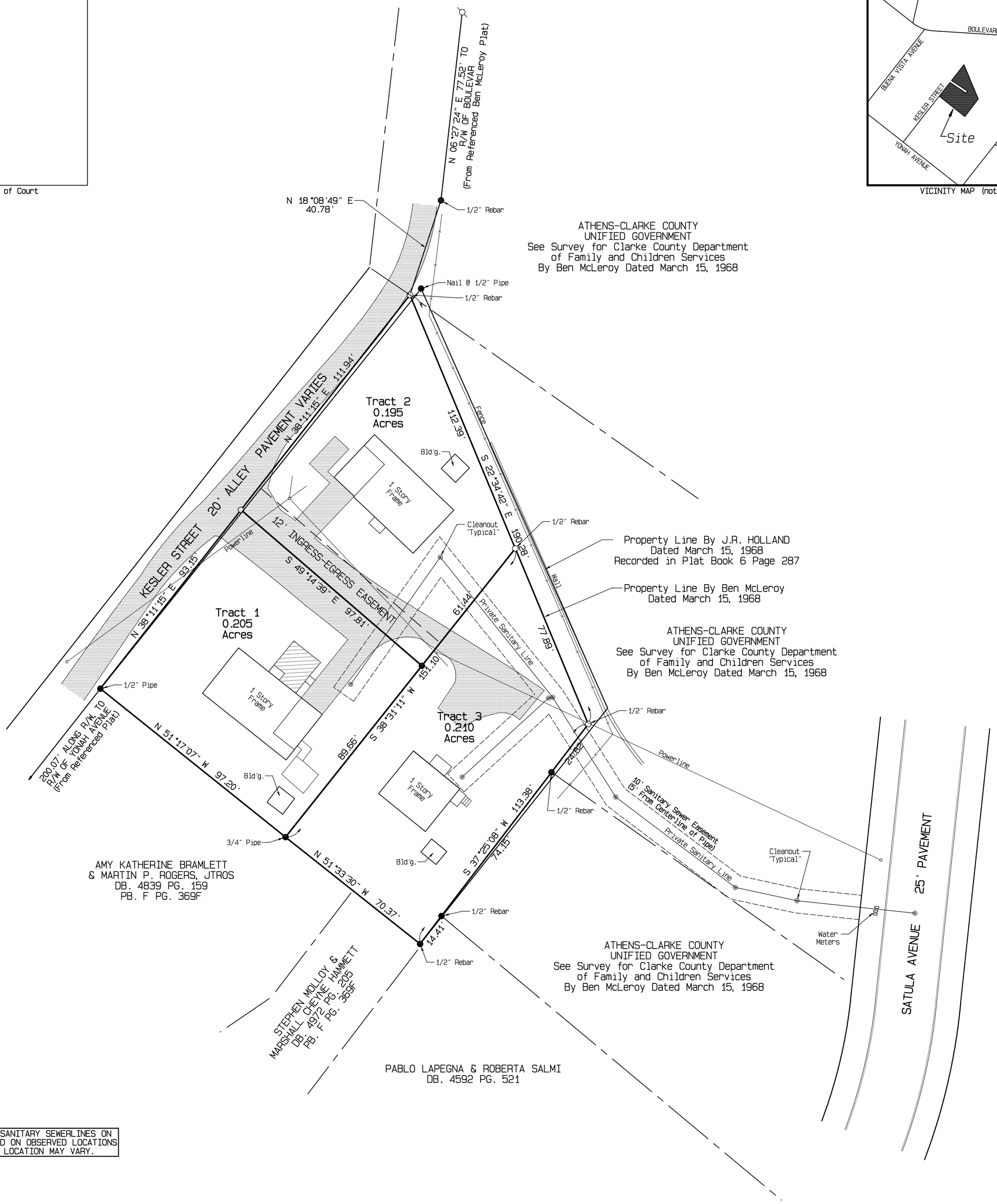
[SEE ATTACHED]

Job No. 2021-11

Reserved for Clerk of Court



VICINITY MAP (not to scale)



ATHENS-CLARKE COUNTY
UNIFIED GOVERNMENT
See Survey for Clarke County Department
of Family and Children Services
By Ben McLeroy Dated March 15, 1968

Property Line By J.R. HOLLAND
Dated March 15, 1968
Recorded in Plat Book 6 Page 287

Property Line By Ben McLeroy
Dated March 15, 1968

ATHENS-CLARKE COUNTY
UNIFIED GOVERNMENT
See Survey for Clarke County Department
of Family and Children Services
By Ben McLeroy Dated March 15, 1968

AMY KATHERINE BRAMLETT
& MARTIN P. ROGERS, JTROS
DB. 4839 PG. 159
PB. F PG. 369F

STEPHEN MOLLOY &
MARSHALL CHEYNE HAMMETT
DB. 4972 PG. 205
PB. F PG. 369F

PABLO LAPEGNA & ROBERTA SALMI
DB. 4592 PG. 521

ATHENS-CLARKE COUNTY
UNIFIED GOVERNMENT
See Survey for Clarke County Department
of Family and Children Services
By Ben McLeroy Dated March 15, 1968

LOCATION OF THE PRIVATE SANITARY SEWERLINES ON TRACTS 1, 2, & 3 ARE BASED ON OBSERVED LOCATIONS OF CLEANOUTS. THE ACTUAL LOCATION MAY VARY.

NOTE:
- THIS PROPERTY IS ZONED RS-8
- TRACT 1 REPRESENTS TAX MAP 114C4, PARCEL C017.
- TRACT 2 REPRESENTS TAX MAP 114C4, PARCEL C016.
- TRACT 3 REPRESENTS TAX MAP 114C4, PARCEL C015.
- ALL PROPERTY CORNERS ARE 1/2" REBAR, UNLESS OTHERWISE SPECIFIED.
- THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, DEED RESTRICTIONS, AND/OR COVENANTS OF RECORD.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH.

REFERENCES:
1) PLAT BOOK 6 PAGE 287
2) DEED BOOK 4665 PAGE 392

STREET ADDRESS:
- TRACT 1 - 10 KESLER STREET
- TRACT 2 - 20 KESLER STREET
- TRACT 3 - 30 KESLER STREET

PLAT CLOSURE STATEMENT

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 214,143 FEET

FIELD CLOSURE STATEMENT

THIS FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 462,346 FEET, AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS NOT ADJUSTED. ALL LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A LEICA TOTAL STATION, MODEL TCRP 1203

GRAPHIC SCALE 1"=30'

0 30 60 90

● IPF-Iron Pin Found ○ IPS-Iron Pin Set ⌀ Computed Point Only ⊠ Concrete Monument

RAY N. WOODS
GEORGIA REGISTERED
LAND SURVEYOR #2049

THIS PLAT IS NOT VALID OR RECORDABLE UNLESS SAID SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLUE INK OVER THE STAMP

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW.

RETRACEMENT BOUNDARY SURVEY FOR

HENRY D. JOINER

GMD:	COUNTY	STATE	DATE	INSTRUMENT
216	ATHENS-CLARKE	GEORGIA	03-09-2022	LEICA
DRAWN BY: MIKE W.				PLAT CLOSURE 1/214,143
DWG NAME: JoinerKesler				FIELD CLOSURE 1/462,346
FIELD BOOK: D-147				ANGLE CLOSURE 1" per Angle

BASELINE SURVEYING & ENGINEERING, INC.
P.O. BOX 269
WATKINSVILLE, GEORGIA 30677
www.baselinega.com
(706)-769-6610
COA #1108

PLAT ABBREVIATIONS

P.B. -	Plat Book
D.B. -	Deed Book
P.G. -	Page
R/W -	Right of Way

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon.
RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.
Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED LAND SURVEYOR NUMBER 2049 DATE

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Extension of Non-Profit Leases for FY25

DATE: February 20, 2024

EXECUTIVE SUMMARY: This agenda report recommends the renewal of expiring leases with non-profit entities occupying Unified Government of Athens-Clarke County (ACCGov) facilities. The proposed rate is to extend leases at their current rate of $1 per year while the Government Operations Committee (GOC) continues to review the Unified Leasing Policy.

BUDGET INFORMATION:

REVENUES: N/A

EXPENSES: N/A

FUNDING SOURCE: N/A

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve an extension of any expiring non-profit leases through June 30, 2025; and
b. Authorize the Mayor and appropriate staff to execute all necessary documents.

HISTORY:

1. Since Unification in 1991, ACCGov has leased some space within its facilities to non-profit entities serving the community. As new facilities and new tenants have become involved in the process, disparities emerged regarding the approach to rental rates and utility support.

2. On June 4, 2019, Mayor Kelly Girtz assigned to the Government Operations Committee (GOC) a task to develop a consistent leasing policy for ACCGov facilities.

3. Between August 22, 2019, and April 23, 2020, the GOC worked with the Central Services Department to review the locations and lease terms used for ACCGov properties. During this process, the following objectives were considered as the leasing policy was developed:
    a. The policy should differentiate between non-profit, for-profit, and government entities.
    b. The policy should establish a uniform framework for non-profit entities.
    c. Where possible, leases should run from July 1 to June 30 to align with the ACCGov fiscal year.

d. The lease rates for non-profit entities should be based on market rates that are modified by factors related to building characteristics, property uses, local community benefit, and a tenant's ability to pay.
e. The lease policy should establish cost share guidelines for accelerated wear-and-tear and facility rentals.

4. On March 13, 2020, the President declared a National Emergency in the United States in response to COVID-19.

5. On March 14, 2020, Governor Brian Kemp declared a Public Health Emergency in the State of Georgia.

6. On March 16, 2020, the Mayor and Commission (M&C) adopted an ordinance for the Declaration of Local State of Emergency in Athens-Clarke County.

7. On April 23, 2020, the GOC discussed the leasing policy as presented by the Central Services Department and the GOC made the recommendation to advance the policy to the full M&C with the additional recommendation that non-profit leases be held at $1/year for FY21 in order to give time to notify tenants of the new policy.

8. On June 2, 2020, the M&C adopted the new Unified Leasing Policy and renewed FY21 leases to non-profits for $1/year.

9. On September 25, 2020, staff began to notify non-profit tenants of how the Unified Leasing Policy would impact their lease agreements for FY22.

10. On March 2, 2021, the M&C approved an extension of leases for $1/year for FY22 due to the COVID-19 pandemic.

11. On August 31, 2021, the Junior League of Athens notified staff that they did not intend to renew their lease of the Taylor-Grady House in FY23.

12. On January 4, 2022, the M&C again adopted an extension of leases for $1/year for FY23 due to the COVID-19 pandemic.

13. On April 5, 2022, Mayor Girtz appointed Commissioners Davenport, Parker, and Wright to an Ad Hoc Property Committee to consider: a) continuity of use for Taylor-Grady as a house museum/event facility (with appropriate neighborhood protections).

14. On June 30, 2022, the existing lease between ACCGov and the Junior League of Athens for occupation of the Taylor-Grady House ceased.

15. On December 13, 2022, staff met with tenants to discuss the upcoming rates for FY24 as based on the Unified Leasing Policy.

16. On January 3, 2023, Mayor Girtz appointed Commissioners Culpepper, Davenport, and Wright to the Ad Hoc Property to reflect changes in Commission membership.

17. On February 7, 2023, the Mayor re-assigned the leasing policy back to the GOC to discuss changes to the community benefits agreement section that is included in the leasing policy.

18. On February 10, 2023, ACCGov released RFP#01116, "Defined Use and Lease of the Taylor-Grady House", which solicited proposals from prospective tenants for future occupation and operation of the facility.

19. On February 17, 2023, the Central Services Department notified existing lessees that the Unified Leasing Policy was assigned to the GOC for review, and that their leases would be proposed to the M&C for an extension of six-months, until December 31, 2023.

20. On March 30, 2023, ACCGov received two proposals to RFP#01116 for the use and lease of the Taylor-Grady House.

21. On May 18, 2023, the Property Committee voted unanimously to recommend the award of RFP#01116 to The Taylor Grady House National Historic Landmark, Inc. (TGHNHL) as the top responsive proposal. This recommendation was made contingent on TGHNHL securing a parking agreement prior to the execution of a lease, and allowing staff to add other provisions to the lease.

22. On September 5, 2023, the M&C approved a lease of the Taylor-Grady House with TGHNHL for the annual rate $5,997 per year, as stipulated in the Unified Leasing Policy and RFP#01116.

23. On November 1, 2023, the GOC presented an update to the Unified Leasing Policy to the full M&C. At that meeting, the M&C voted to hold the topic and return it to the GOC for further review. At this same meeting, they approved an additional six-month extension of current leases, until June 30, 2024.

24. On February 14, 2024, staff was advised that due to the workload of the GOC, the topic of the Unified Leasing Policy would not be discussed until late FY24 or early FY25. As a result, staff recommend that the M&C renew any expiring non-profit leases under their current terms.

FACTS & ISSUES:

1. The Mayor's assigned charge to the GOC is to update the Community Benefits Agreement portion of the Unified Leasing Policy. In general, the Community Benefits Agreement template outlines the following criteria for consideration:
    I. Proposed Facility and Lease Term
    II. Agency/Tenant Group
    III. Mission Statement
    IV. Goals

a. Good Neighbors
b. Identify and Close Gaps in Partnership with the Community
c. Organizational Improvement
d. Quality, Stable, Affordable Housing for All
e. Safely Move Around Athens
f. Built and Natural Infrastructure

V. Objectives/Performance Measurements Tied to Goals
VI. Services Provided at this Facility
VII. Estimated # of Athens-Clarke County Residents Served
VIII. Annual Lease Rate Reduction if CBA is Approved by the M&C
IX. Annual Reporting Requirements

2. The GOC was asked to review inconsistencies in how lease terms were applied to non-profit tenants. As an example, some tenants had reduced annual rates, or utilities subsidized.

3. The Unified Leasing Policy adopted by the M&C has four overarching policies applying to valuation. These are:
   a. Entities receiving substantial independent agency funding from ACCGov should not be assessed a lease rate to utilize an ACCGov facility. Examples of these entities include the Athens Regional Library, the Clarke County Health Department, Advantage Behavioral, the Athens Neighborhood Health Center, and the Classic Center.
   b. Base lease rates should be based on the facility location. A lease in downtown should be valued differently from a lease by the airport.
   c. No entity should pay more than 25% of their gross annual average income to rent an ACCGov facility.
   d. Entities should have the opportunity to qualify for heavily subsidized rent if they generate substantial community benefits by utilizing the public facility. A community benefits agreement process is the tool used to address this opportunity.

4. The process for annual lease renewals is timely and involves a number of steps that require cooperation between Central Services and each lessee. Typically beginning in January, the Central Services Department contacts each agency to ask if they plan to continue with their current lease for the next year. If so, renewal documents are prepared by staff and sent to the agency for signature to begin the renewal process.

5. Specific tenants affected by any changes to the Unified Leasing Policy, as well as the current lease rate of $1, are listed below:
   - Town & Gown Players - 115 Grady Avenue
   - East Athens Neighborhood Health Center – 402 McKinley Drive
   - Hancock Community Development Corporation – 300 Henderson Extension
   - Miriam Moore Facility Athens Tutorial – 410 McKinley Drive
   - Miriam Moore Facility Clarke County Health Department – 410 McKinley Drive
   - Miriam Moore Facility East Athens Development Corporation – 410 McKinley Drive

- Old Fire House #2 Athens Clarke Heritage Foundation – 489 Prince Avenue
- Welcome Center Athens Clarke Heritage Foundation – 280 E. Dougherty Street

6. The lease for the Taylor-Grady House has options to renew through June 30, 2026. As a result, staff do not recommend any action change or extend this lease beyond what the M&C have already approved (History #22).

7. Staff recommends that any current non-profit leases set to expire in FY24 be extended for one year, under the same terms through June 30, 2025. This action will give the GOC and staff time to continue their work with the Unified Leasing Policy.

8. It is anticipated that an extension will also afford an opportunity for Central Services and lessees to initiate the standard processes/procedures associated with executing lease renewals thereafter, as applied under any changes made to the Unified Leasing Policy.

9. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Goal Area 2: Identify and Close Gaps in Partnership with the Community; Strategy D: Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, nonprofit capacity building, and problem solving with connected community partners.

OPTIONS:

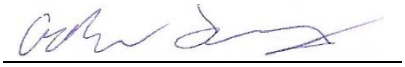
1. Mayor and Commission:
    a. Approve an extension of any expiring non-profit leases through June 30, 2025; and
    b. Authorize the Mayor and appropriate staff to execute all necessary documents.

2. Mayor and Commission do not approve the lease extensions.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Central Services
Prepared by: Angel Helmly



Andrew Saunders
Central Services Director

February 20, 2024
Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



4/10/24

Assistant Manager Date

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 11, Sub-Project #8: LED Lighting Retrofit

DATE: ~~March 19, 2024~~ April 17, 2024

EXECUTIVE SUMMARY:

This agenda item proposes the Project Concept for SPLOST 2020 Project 11, Sub-Project (SP) #8 LED Lighting Retrofit with a proposed initial allocation of $271,500 to fund LED lighting retrofits at the jail using a mix of in-house staffing and temporary labor. The proposed SP will reduce annual energy consumption at the Jail by more than 1,000,000 kWh, with an annual electricity expenses savings of $79,800. At the completion of the project, staff will return to the Mayor and Commission with another agenda item to request that approximately $60,000 of the energy savings be used to fund a new Renewable Energy Technician position responsible for supporting ACCGov's maintenance and management of renewable energy and EV charging equipment.

BUDGET INFORMATION:

REVENUES:

$ 306,336	Grant Funds
$ 31,829	Project Rebates - Georgia Power
$ 3,697,724	Program Revenues SPLOST 2020 Project 11, Tiers 1-4
$ 4,035,889	Total Revenues - Tiers 1-4

EXPENSES:

$ 890,363	Expensed or Encumbered
$ 250,000	Designated SP #1 – Costa Building Solar
$ 488,947	Remaining Designated SP #2 – Electrical Vehicle Accelerator
$ 90,000	Designated SP #3 – Memorial Park Solar
$ 470,000	Designated SP #4 – ACC Library Solar
$ 549,000	Designated SP #5 – FY24 Electric Vehicle Purchases
$ 420,651	Remaining Designated SP #6 – Electric Vehicle Infrastructure
$ 350,000	Proposed SP #7 - Metered Equip. Electrification
$ 50,000	Budgeted for Misc., Testing, FF&E, & PM Fees - Tiers 1-4
$ 75,000	Designated Public Art - Tiers 1-4
$ 130,428	Available for Other Projects - Tiers 1-4
$ 271,500	Available for Sub-Project #8

OPERATIONAL: ($79,800) Projected Energy Savings

FUNDING SOURCE: SPLOST 2020 Project 11

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve the Proposed Project Concept for SPLOST 2020 Project 11 Renewable Energy Project SP #8, and allocate $271,500 for LED lighting retrofits at the Jail, as described in Facts and Issues #3;
b. Authorize staff to advance SP #8 directly to the bid and award phase;
c. Approve the designation of SPLOST 2020 Project 11 SP #8 as not appropriate for Public Art;
d. Direct the Manager to have any related rebates and credits channel back to their original funding source; and,
e. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On April 5, 2016, the Mayor & Commission (M&C) passed a resolution calling for the increased use of renewable energy to support operations of Athens-Clarke County (ACCGov).

2. On July 3, 2018, the M&C adopted the 2018 Comprehensive Plan that was informed by the Envision Athens Action Agenda that included an environmental implementation strategy to "Increase energy efficiency, sources, and use of renewables."

3. On May 21, 2019, the M&C passed a resolution in support of transitioning to 100% renewable energy.

4. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum, which included Project #11 - Renewable Energy Project.

5. On February 2, 2021, the M&C approved the 2020 SPLOST Tier Funding Schedule.

6. On May 11, 2021, the M&C were presented the SPLOST 2020 Project Implementation Plan at a work session in which an initial schedule was proposed by staff. The SPLOST 2020 Project 11, Renewable Energy Project, included funding programmed for SPLOST 2020 Program Quarters 1-4; Tiers 1-12.

7. On May 12, 2021, 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, Additional Funding for Public Art, to the M&C related to the use of public art for SPLOST 2020 Project 11. The ACAC recommended that the project is appropriate for public art (**Attachment #1**).

8. On August 2, 2022, the M&C voted unanimously to accept the Clean and Renewable Energy Plan, which details pathways Athens-Clarke County (ACCGov) and the community will use to meet the renewable energy goals.

9. On August 30, 2023 the Project 11 User Group held its first meeting. The User group included two Athens-Clarke County Residents along with representatives from the Central Services Department and the Sustainability Office. The two community representatives had previously served on the Clean and Renewable Energy Plan Community Advisory Board.

10. On December 20, 2023, ACCGov released RFP #24033: Jail LED Retrofit Project to evaluate the potential costs and energy savings resulting retrofitting LED lighting into legacy lighting at the Jail.

11. On January 10, 2024, there was a mandatory site visit at the Jail for RFP #24033.

12. On January 31, 2024, in response to RFP #24033, ACCGov received five proposals (F&I # 7).

13. On February 20, 2024, the review committee for RFP #24033 met to finalize their initial review of proposals, without pricing, for the Jail LED Lighting Retrofit Project.

14. On February 22, 2024, the review committee received project pricing for RFP #24033.

15. On March 1, 2024, Central Services distributed an informational request for quotations to local electrical equipment providers for the equipment needed to implement LED lighting retrofits at the Jail.

16. By March 15, 2024, Central Services received pricing from the informational request for quotations.

17. On March 20, 2024, the Proposed Project Concept for SP #8 was unanimously recommended, by the User Group, for submission to the M&C.

18. On April 15, 2024, the SPLOST 2020 Oversight Committee confirmed that the Proposed Project Concept for SP #8 is consistent with the Initial Project Statement for SPLOST 2020 Project 11, Renewable Energy Project.

FACTS & ISSUES:

1. The Initial Project Statement of SPLOST 2020 Project 11, Renewable Energy Project reads as follows:

   Project 11, Renewable Energy Project, *will provide funding for a variety of subprojects that serve to move the Unified Government towards 100% sustainable and renewable energy. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited, to solar energy systems; geothermal systems; biogas systems; energy storage systems; building energy management systems; alternative fuel vehicle replacement; providing funds to electrify the ACC vehicle fleet; recharging*

facilities for electric vehicles; upgrades to lighting and control systems, fenestration, or other energy systems in existing facilities; solar water heating; energy storage and management systems; more efficient HVAC systems, such as geo-thermal; and/or, other renewable energy or sustainability projects defined in an approved sustainability plan as may be amended by the Mayor and Commission from time to time. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

2. During the August 30, 2023 inaugural meeting of the User Group, four priority areas were identified by the group that could have the greatest impact on a clean energy transition for ACCGov operations. They were
    - Transportation
    - Buildings and building systems
    - Solar, microgrids, alternative fuel sources, and clean energy generation
    - Moving/pumping water

3. To help balance the use of available funds to best meet needs across these four priority areas, the User Group determined that the most efficient approach would be to develop sub-projects and allocate funding to these areas. SP #8 focuses addresses the building and building systems focus area through the conversion of more than 1,000 florescent light fixtures to LED.

4. Proposed SP #8 Project Concept is as follows:

    This SP #8 allocates up to $271,500 to advance the Tier I Building and Energy Pathways identified in the Athens-Clarke County Clean & Renewable Energy Plan by retrofitting LED lighting in places where less-efficient lighting is used. This SP will pay for all applicable costs including, but not limited to, contract services, equipment, and supplemental (temporary) labor. A higher allocation of $440,000 is needed if the M&C prefer to fully-contract this project. Any rebates received as a part of this project will be dedicated back to SPLOST 2020 Project 11.

5. The jail was constructed in phases so it could continue operating during construction. The majority of the jail includes energy efficient lighting, however, the earlier phases do not.

6. Approximately 1,000 light fixtures housing 7,000+ bulbs can be converted from inefficient sources such as florescent lighting, to more efficient LED lighting. Once implemented, the project is anticipated to reduce energy use by approximately 27% eliminating the consumption of more than 1,000,000 kWh per year, resulting in an annual financial savings of $79,800.

7. In total, ACCGov received five proposals for RFP #24033 (History #12):
    - 2KB Energy Services, LLC
    - Georgia Power

- Hemma Lighting Solutions
- Inergy Solutions
- STL LED, LLC

8. The proposals for RFP #24033 were evaluated based on the following criteria:
    - Firm Experience (20 points)
    - Qualifications (20 points)
    - Project Approach/Understanding (15 points)
    - References (10 points)
    - Equipment (10 points)
    - Warranty (5 points)
    - Pricing (20 points)

9. The Review Committee recommends Georgia Power as the top responsive bidder, with a total project cost of $439,927 (**Attachment #2**). This proposal scored highly based on its project team, having many years of experience with similar project (including high security environments), receiving excellent references from prior customers, planning for quick implementation, and offering high quality equipment with good project warranties. Once completed the project is eligible for a utility rebate of up to $31,829. This results in a net simple payback of 5.1 years.

10. In an effort to reduce costs, Central Services obtained quotes on equipment and supporting services that would be needed if this SP was to be completed by the Facilities Management Division, rather than using the services from RFP #24033. Staff proposes using a hybrid approach by pairing existing ACCGov staff (Building Automation Coordinator, Electrician II, and Facility Maintenance Tech) with a temporary laborer working exclusively on this project. The temporary laborer would be hired as a Facility Maintenance Tech, which has a base rate of $20.74/hour before temporary labor agency fees are applied. In this model, the existing staff are paid by the General Fund and the temporary labor is paid by the SPLOST project.

11. The estimated costs to do this project in-house are as follows:

$ 175,000	Project Equipment
$ 61,000	Temporary Labor
$ 35,500	Project Contingency (15%)
$ 271,500	Project Cost (not including the cost of staff time to complete the work)

    Once completed the project is eligible for a utility rebate of up to $31,829. This results in a net simple payback of 3.0 years.

12. Staff recommends doing this project as a hybrid model using in-house resources supplemented by temporary labor, as recommended in Option #1 below. However, the M&C can use Option #2, if they wish to simplify the project by contracting with Georgia Power at a higher project cost.

13. This project will generate annual financial savings that will be at least $78,900 in FY26. The value of this avoided energy use increases as utility rates increase. ACCGov is rapidly expanding the use of solar energy systems and electric vehicle chargers to meet its commitment to renewable energy. These systems require regular management and periodic maintenance. Upon completion of this project, staff will be returning to the M&C with a proposal and budget ordinance to add a Renewable Energy Technician (Grade 114) to address this growing need. If approved, the salary and benefits of this position will account for approximately $60,000 of the $78,900 in project savings.

14. The Athens Cultural Affairs Commission recommended that Project #11 was appropriate for Public Art but did not specify any particular Sub-Project. However, the nature of the SPLOST 2020 Project 11, SP #8, is all equipment purchases. Therefore, in accordance with the Public Art Ordinance exclusion for Capital Equipment Projects, even though the ACAC recommends the overall Project is appropriate for public art (History #7), staff recommends that this SP #8 be declared as not appropriate for public art.

~~15. On April 15, 2024, the Proposed Project Concept for SP #8 will be presented to the SPLOST 2020 Oversight Committee to determine whether it is consistent with the Initial Project Statement for SPLOST 2020 Project 11, Renewable Energy Project. This agenda report will be updated prior to the voting meeting to reflect the vote of the Oversight Committee.~~

16. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Built and Natural Infrastructure Goal, Strategy D, milestones 1: *Develop action items and processes needed to implement Tier 1 recommendations from the adopted 100% Clean and Renewable Energy Action Plan.*

OPTIONS:

1. Mayor and Commission approve the hybrid option:
    a. Accept the Proposed Project Concept for SP #8, SPLOST 2020 Project 11 Renewable Energy Project, and allocate $271,500 for LED lighting retrofits at the Jail, as described in Facts and Issues #3;
    b. Authorize staff to advance SP #8 directly to the bid and award phase;
    c. Approve the designation of SPLOST 2020 Project 11 SP #8 as not appropriate for Public Art;
    d. Direct the Manager to have any related rebates and credits channel back to their original funding source; and,
    e. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve SP #8, SPLOST 2020 Project 11 Renewable Energy Project.

3. Mayor and Commission defined option.

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

DEPARTMENT: Sustainability Office and Central Services
Prepared by: Andrew Saunders



Mike Wharton — 3/19/2024
Sustainability Officer — Date



Andrew Saunders — 3/19/24
Central Services Director — Date



Keith Sanders, SPLOST Program Administrator — March 27, 2024
Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager — April 1, 2024
Date

ATTACHMENTS:
Attachment #1 - ACAC Public Art Suitability Letter for SPLOST 2020
Attachment #2 - GA Power Proposal for LED Retrofit at Jail

Attachment #1 - ACAC Public Art Suitability Letter for SPLOST 2020

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



ATHENS-CLARKE COUNTY GOVERNMENT

Response to Proposals – RFP #24033
Government Jail LED Retrofit Project

Submitted to:

Edward Tulenki, Senior Buyer
The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

Submitted by:

Matthew Otani, Solution Sales Executive
Georgia Power Company
241 Ralph McGill Blvd. NE, Atlanta, GA 30308
Phone: 404.330.4538
mmotani@southernco.com

January 31, 2024 | 3:00 PM

Georgia Power

SECTION 1 COVER LETTER

A brief cover letter of introduction and interest.

Matthew Otani, Solution Sales Executive
Georgia Power Company
241 Ralph McGill Blvd. NE
Atlanta, GA 30308
Phone: 404.330.4538
mmotani@southernco.com

January 31, 2024

Edward Tulenki, Senior Buyer
The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

RE: Response to RFP #24033 – Athens-Clarke County Government Jail LED Retrofit Project

Dear Mr.Tulenki:

Georgia Power Company (GPC) is proud to have served many of The Unified Government of Athens-Clarke County's (ACCgov) electric and other energy related needs through our long-term relationship. We stand ready to meet all the energy services related needs of ACCgov as outlined in the Request for Proposal for LED Retrofit Services. We have worked hard on getting ACCgov the best price and quality LED project for the Government Jail.

Over the years, GPC has implemented over 300 energy conservation projects in the state of Georgia totaling more than $200 million of infrastructure and energy improvements across all business-related customer markets – including K-12 schools, State/Local/Federal Government, commercial and industrial. GPC's team has unmatched strength in all areas identified in the RFP including the ability to provide comprehensive energy solutions, installation of renewable and new technologies like new LED products. Our core values focus on providing high levels of customer satisfaction, maintaining the highest of business and professional standards, and performing our jobs safely. We are proud to offer our Qualifications for your review and to demonstrate our team's strengths and core values. Key differentiators:

- Vendor, Product and Fuel Neutral
- Unmatched LED experience and upgrades for Georgia Customers
- Unmatched ability to reduce the Customer Base Line
- Leader in providing Energy Efficient Rebates for our customers
- Solid Experience working in jails and high security facilities
- Commitment to Customer Satisfaction

ACCgov is and will always remain a valued customer of GPC. We look forward to the opportunity to serve the County further by performing the LED retrofit work and in meeting your energy-related needs.

Sincerely,

Matthew Otani

Matthew Otani
Solution Sales Executive

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Georgia Power Company reserves the right to negotiate mutually acceptable terms and conditions of any resulting contract.

This proposal, and any exhibits and attachments hereto, (collectively, this "Proposal") and any information contained herein, is the property of Georgia Power Company (GPC) and shall constitute proprietary and confidential information. The party to whom this Proposal is addressed (the "Receiving Party") acknowledges the confidential nature of this proposal and agrees to take all necessary precautions to ensure confidential treatment of this proposal and all information contained herein. This proposal is intended solely for the employees, representatives, and agents in the Receiving Party. The proposal will not be used, copied, reproduced, disclosed, or otherwise made available, directly, or indirectly, to any other person, firm, corporation, government unit, association, or entity, for any purpose whatsoever, without the prior written consent of Georgia Power Company.

REQUIRED FORMS

A. Proposal Form

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

A: PROPOSAL FORM

Proposal of Georgia Power Company

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

Georgia, *doing business as* Georgia Power Company *.

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP #24033 Athens-Clarke County Government Jail LED Retrofit Project** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V-B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of sixty (60) days following such time.

Company:	Georgia Power Company		
Contact:	Matthew Otani		
Address:	241 Ralph McGill Blvd. NE, Atlanta, GA 30308		
Phone:	404.330.4538	Fax	N/A
Email:	mmotani@southernco.com		

☒ ***By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in* RFP #24033 Athens-Clarke County Government Jail LED Retrofit Project if awarded.**

Matthew Otani, Solution Sales Executive		1/23/2024
Authorized Representative/Title *(print or type)*	**Authorized Representative** *(Signature)*	**Date**

B. Addendum Acknowledgement

Company Name (*printed*): Georgia Power Company

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

B: ADDENDA ACKNOWLEDGEMENT

The Offeror has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.	#1	dated	1/23/24	Acknowledgement	MMO *Initial*
Addendum No.		dated		Acknowledgement	*Initial*
Addendum No.		dated		Acknowledgement	*Initial*
Addendum No.		dated		Acknowledgement	*Initial*
					Initial

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner's requirements.

C. Georgia Security & Immigration Compliance (GSIC) Affidavit

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

(1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

SECTION V – PROPOSAL FORMS

MANDATORY SUBMITTAL

C: CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

452239 — Federal Work Authorization Company Identification Number

5/23/2011 — Date of Authorization

Name of Contractor: Georgia Power Company

Name of Project: Athens-Clarke County Government Jail LED Retrofit RFP

Name of Public Employer: The Unified Government of Athens-Clarke County

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 23, January, 2024 in Flowery Branch, Georgia.

Matt M. Ot

Signature of Authorized Officer or Agent

Matthew Otani, Solution Sales Executive

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF January, 2024

CAMERON HARRISON CHAMBERS NOTARY PUBLIC EXPIRES GEORGIA October 27, 2026 HALL COUNTY

Notary Public

My Commission Expires: 10/27/2026

Company Name (*printed*): Georgia Power Company

MANDATORY SUBMITTAL

D. Price Proposal Schedule with Percentage Payment Schedule

This form has been submitted separately in sealed envelopes per the RFP requirements.

One (1) Separately Sealed USB Flash drive with copy of section V-D Price Proposal Schedule
One (1) Separately Sealed paper copy of section V-D Price Proposal Schedule

SECTION 3 BUSINESS INFORMATION

State the full name and address of your organization and the branch office or subordinate element that will perform the services described in this proposal. Include a telephone number, the point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.

A. Firm Data

1. Primary Contact Name and Information

Matt Otani is your primary point of contact for this project. He can be reached via email at **mmotani@southernco.com** or by phone at **404.330.4583**.

Entity Name	Local Address	Point of Contact
Georgia Power Company	241 Ralph McGill Blvd. NE Atlanta, GA 30308 Fax: 770.969.6643 Website: www.georgiapower.com	Matthew Otani Solution Sales Executive Office: 404.330.4583 Email: mmotani@southernco.com

2. Former Firm Names

Georgia Power Company	Since 1902 (Franchise Ordinance)
Georgia Power, Energy Services	2006 – present
Southern Company Energy Solutions, LLC	2001-2006, 5 years
Southern Company Energy Solutions, Inc.	1997-2001; 5 years
Southern Development & Investment Group	1985-1997; 12 years

Georgia Power – Power and Energy Services – in excess of 30 years

GPC received our original Franchise Ordinance on January 27, 1902. Additional documentation includes having our Certificate of Incorporation with the State of Georgia; sealed by the Secretary of State dated 6/26/1930 (both documents are available upon request). As a utility regulated by the Georgia Public Service Commission, GPC is excluded from the business license requirements under Georgia Code 48-13-16 (a) (1), excerpts of which are also available upon request.

3. State of Incorporation

Georgia Power Company is a corporation in the State of Georgia.
Georgia Power Company's tax identification number is 58-0257110.
FEIN (Southern Co) 58-0257110

4. Applicable Licenses and Certificates

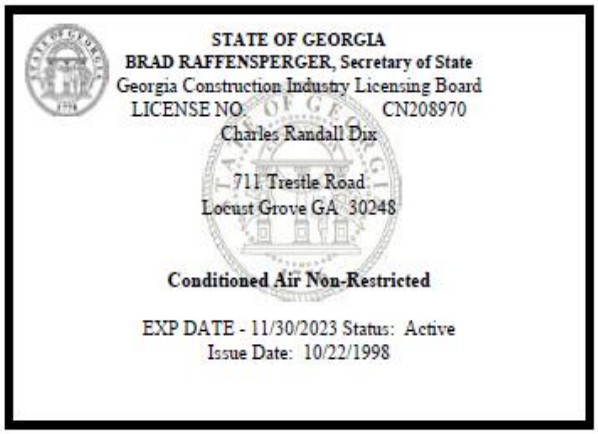
GPC received our original Franchise Ordinance on January 27, 1902. Additional documentation includes having our Certificate of Incorporation with the State of Georgia; sealed by the Secretary of State dated 6/26/1930 (both documents are available upon request). As a utility regulated by the Georgia Public Service Commission, GPC is excluded from the business license requirements under Georgia Code 48-13-16 (a) (1), excerpts of which are also available upon request.

GPC has several key licenses to implement and perform Energy Conservation Projects in Georgia. Listed below are our General Contractors and Non-Restrictive mechanical license for the state of Georgia.

General Contractors Company License: **GCCO003441**


STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA003451
Charles Randall Dix
711 Trestle Road
Locust Grove GA 30248
Company Name: Georgia Power Company
Company License NO: GCCO003441
General Contractor Qualifying Agent
EXP DATE - 06/30/2024 Status: Active
Issue Date: 01/31/2012

Mechanical License – Non-Restrictive: **CN208970**


STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. CN208970
Charles Randall Dix
711 Trestle Road
Locust Grove GA 30248
Conditioned Air Non-Restricted
EXP DATE - 11/30/2023 Status: Active
Issue Date: 10/22/1998

B. Overview and Background

1. Georgia Power Company Overview

GPC is an investor-owned, tax-paying utility that serves 2.35 million customers in all but four of Georgia's 159 counties. The largest of four electric utilities that make up Southern Company, GPC has been providing electricity to Georgia for more than a century at rates well below the national average. In addition to being an energy provider, GPC has also implemented numerous energy conservation projects throughout the State of Georgia and is the leader in providing energy conservation projects within the state of Georgia. These services include installation of new high efficient indoor and outdoor lighting systems, high efficiency heating and air-conditioning systems, variable speed drives, building automation, metering services, and water conservation measures.

Our footprint and purchasing power allow us to go beyond the status quo by providing superior design and delivery solutions coupled with digital transformation. With nearly 7,000 employees in Georgia, we offer a broad portfolio of energy solutions while supporting Georgia's economic development. For the past several years, GPC has been ranked #1 by J.D. Power for Business Customer Satisfaction.

2. Georgia Power - Solutions Services

Georgia Power - Solutions Services is an unregulated business unit of GPC. Our mission is to implement full turnkey projects to include engineering, design, construction, financing, and maintenance services for our customers. Solutions Services has implemented over 3,000 energy related projects in the state of Georgia totaling in excess of $500 million of infrastructure improvements to include electrical distribution, solar, standby generation, automated meter reading, lighting, building automation, central chiller and boiler plants, compressed air plants and many other energy related project improvements in all markets – including K-12 schools, State, Local, Federal Government, Department of Defense, commercial and industrial.

Georgia Power Solution Services has been providing energy conservation services primarily to our k-12 education and federal customers since the early 1990's. *Our team is unmatched in Georgia Schools with projects at over 30 school systems totaling over $60 million in energy conservation projects in Georgia.* Below are just a few of the School projects implemented by our team members.

Project Team Georgia Schools Experience	
Savannah Chatham County Public Schools (2021) Savannah, GA	Dade County Schools (2020) Trenton, GA
Cobb County Schools Phase 6 (2021) Marietta, GA	Seminole County Schools (2020) Donalsonville, GA
Heard County Schools (2020) Franklin, GA	Talbot County Schools (2019) Talbotton, GA
Lincoln County Schools (2020) Lincolnton, GA	Rome City Schools (2019) Rome, GA

Project Team Georgia Schools Experience	
Gainesville City Schools (2019) Gainesville, GA	Lee County Schools (2018) Leesburg, GA
Pike County School (2018) Zebulon, GA	Jefferson City Schools (2017) Jefferson, GA
Morgan County Schools (2018) Madison, GA	Carroll County Schools (2013) Carrollton, GA
Cobb County Schools Phase 1, 2 & 3 (2017, 2018, 2019) Marietta, GA	Clarke County Schools Phase 1 & 2 (2012, 2016) Athens, GA
Barrow County Schools (2014) Winder, GA	Rabun County Schools (2012) Clayton, GA

Our leadership in the industry is due to providing customized solutions that are innovative and comprehensive. Including installation of everything from exterior building renovations like roofing and windows to geothermal, chilled and hot water central plants, solar powered water systems, LED lighting, controls systems, water conservation technologies, HVAC system upgrades and renovations, and many other pure energy conservation measures.

Unique Characteristics

As a leader in Georgia Schools, Georgia Power prides itself on being vendor neutral, product neutral, and fuel neutral. We work on our customer's behalf to ensure that you receive the best products, designs and services for the investments you make. Ultimately, we ensure that when the job is done, that we have exceeded your expectations and are 100% satisfied with the results. Other unique characteristics:

- Vendor Neutral and Fuel Neutral
- Open book pricing
- Unmatched energy experience in Georgia public schools
- Utilizing qualified vendors and subcontractors
- Unmatched team experience with public schools in Georgia

When doing business with Georgia Power, all of the resources of Southern Company are accessible providing the assurance that ACCgov will benefit from the full resources of a *Fortune 500* U.S. based company. Georgia Power's *brand* and *reputation* means everything! As a result, Georgia Power is one of the most reputable and successful Utilities providing energy conservation projects to our educational and federal customers in the State and, as such, will bring immediate value to the ACCgov.

Philosophy

We put the customer first! We offer an unbiased source of expertise which will guide you through the process of selecting the products and services which best meet your needs. We ensure that we understand our client's operational issues throughout the development process; we present solutions which reflect the stated objective, meet the financial target, and improve comfort and safety in the environments where our clients live and work. Please note the emphasis in our core strengths and values.

Georgia Power focus includes:

- Investments – GPC has invested more than $4 billion in transmission and distribution (power lines) since 1991. Between 1990 and 2015 GPC will invest $7 billion in environmental control technologies.
- Customers First - Georgia Power's top priority is customer service. This means keeping reliability high and power rates low. Georgia Power ranks in the top quartile for customer satisfaction among peer utilities and has been cited on several occasions by J.D. Power and Associates as a leader in the industry nationwide.
- Our Values - Georgia Power operates from a set of corporate values known as Southern Style. The actions of our people are our company, and our people exhibit these behaviors and model these values.
- Unquestionable Trust - Honesty, respect, fairness and integrity drive our behavior. We keep our promises and ethical behavior is our standard.

- Superior Performance - We are dedicated to superior performance throughout our business. Our priorities are safety first, teamwork, diversity and continuous improvement through strong leadership.
- Total Commitment - We are committed to the success of our employees, customers and shareholders and to citizenship and stewardship in all our actions.

SECTION 4 QUALIFICATIONS AND EXPERIENCE

Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the consultant responsible for design, the project architect, the person responsible for all proposed communications with the owner and all pro-posed sub-consultants and a description of their roles.

The GPC audit team is the leader in performing energy audits in the state. With over 10 Certified Energy Managers located throughout the state we can meet and exceed the ACCgov audit needs. Our staff has performed over 15 million square feet of audits since 2020. Our staff and commitment to customer satisfaction are keys to the success of our energy conservation projects. The audit team leaders are Peter Etienne, EE, Steven Faulkner, IE, Scott Kicklighter, AE. They will coordinate the GPC audit resources to ensure we complete the audit in a thorough, timely and accurate manner.

Success Begins with Our Employees

Southern sets the performance and behavior expectations of our GPC employees. The actions of our people are our company, and our people exhibit these behaviors and model these core values.

- **Unquestionable Trust** - Honesty, respect, fairness, and integrity drive our behavior. We keep our Promises, and Ethical Behavior is our standard.
- **Superior Performance** - We are dedicated to superior performance throughout our business. Our priorities are safety first, teamwork, diversity, and continuous Improvement through Strong Leadership.
- **Total Commitment** - We are committed to the success of our employees, customers, and shareholders and to citizenship and stewardship in all our actions.

Each of our project team members is expected to demonstrate these values and lead the entire project team by setting this example and modeling these behaviors.

Major Benefits

- **Local Team Members** – All team members are in Georgia.
- **Commitment to Local Vendors** – Our preference is to use vendors local to the customer and ideally ones that have positive working relationships with our specific customer.
- **Dedicated Energy Experience** – Our team not only has extensive experience across all technologies, but in addition are truly fuel neutral in our solutions.
- **Vendor Neutral** - GPC is truly fuel and vendor neutral in our proposed solutions. We evaluate options based on equipment life cycle cost and what is the best application for our customer. It is our goal to help our customers operate more effectively and receive the highest quality equipment. When applicable, GPC purchases direct from high quality manufactures. This ensures our customers get the best products at the best cost.

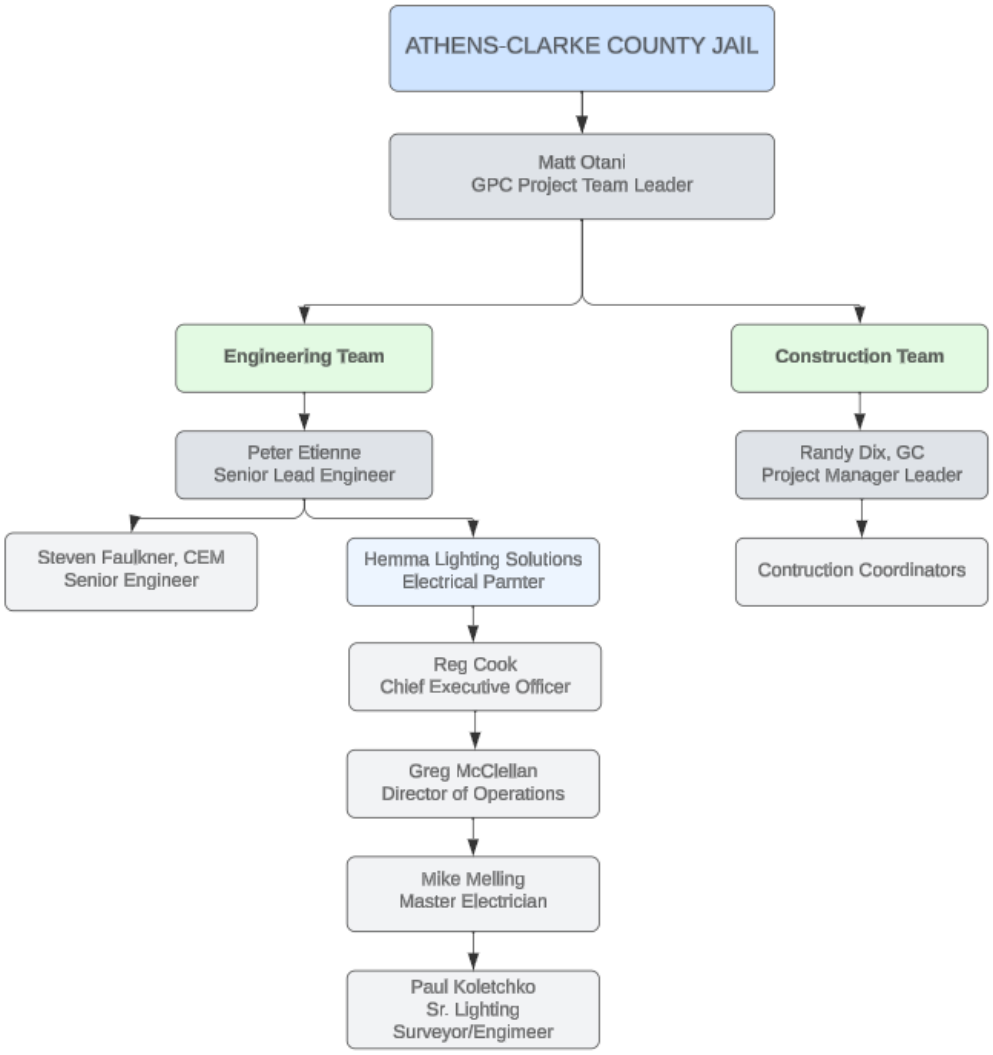
Team Overview and Organization

GPC takes a team approach to developing energy conservation projects. We utilize both in-house and industry experience personnel to develop the best energy conservation projects and create the best value for our customers. Our philosophy gives GPC the flexibility to customize our team to best fit ACCgov's project needs.

GPC has developed a customized team for ACCgov that will provide the best quality project at the best overall cost for ACCgov.

A. Project Team Organizational Chart

GPC takes a team approach to developing projects. We utilize both in-house and industry experienced personnel to develop the best projects and create the best value for our customers. Our philosophy gives GPC the flexibility to customize our team to best fit ACCgov's project needs. GPC has developed a customized team that will provide the best quality project at the best overall cost for ACCgov.



B Key Personnel & Resumes

GPC's Audit Team Responsibilities

GPC is the leader in implementing turnkey energy related projects in the state. Our staff and commitment to customer satisfaction are keys to the success of our energy-related projects. The Solution Services team consists of internal engineers, construction managers and partners, project managers, finance specialists, electrical partner (Hemma Lighting Solutions), maintenance specialists, and finance experts to meet the ACCgov's needs.

The Senior Project Developer oversees all phases of a project and ensures that ACCgov designated staff and all other team members are involved in the decision-making process. This approach is beneficial for all parties since the relationships and expectations between ACCgov, our Project Team and the subcontractors are clearly established and maintained. We have successfully implemented many energy-savings performance contracting programs using this approach.

It is important to communicate the benefits of successful energy efficiency projects on behalf of our customers as communities and other stakeholders need to understand what exactly is going to be done at the facility and how that will affect them. To develop strong buy in and long-term goodwill from ACCgov a good communications strategy must be developed, and the GPC team has that experience to communicate the positive benefits of your comprehensive energy efficiency projects. Our team has:

- Engineered and designed over 50+ energy conservation projects in Georgia
- Installed over 100+ million in energy and construction related projects

Services Provided	In House	Contract Labor
Energy Baseline Development Data entry of a least 2 years of electric, natural gas and water utilities Enter building (i.e., hours etc.) into modeling software (DOE2) on selected schools for IPMVP option 3 Measurement and Verification. This will be used for bill-to-bill comparison for the energy guarantee	Steven Faulkner, CEM, Senior Engineer Peter Etienne, Senior Engineer Lead Manage the data input and output Review energy baseline model used to develop the guaranteed energy savings. Present baseline for approval to ACCgov.	Hemma Lighting Mike Melling Greg McClellan Paul Koletchko Energy model design Baseline verification
Energy Audit and Survey Survey and log all systems in all facilities, data collection, operational hour verification, pre and post wattage verification and all necessary information for calculating energy savings.	Steven Faulkner, IE, Senior Energy Auditor	Hemma Lighting Mike Melling Greg McClellan Paul Koletchko Energy model design Baseline verification
Mechanical and Electrical design drawings (50%) Biddable documents for the lighting and HVAC renovations (if recommended) discovered in the final design phase.	Steven Faulkner, CEM, Senior Engineer Lead Randy Dix, Project Manager Oversight of design process and present initial 30%, 50% and final drawings to ACCgov for review and approval.	Hemma Lighting Mike Melling Greg McClellan Paul Koletchko Energy model design Baseline verification
Project Management Manage timelines, scheduling, vendor access and egress, safety, progress reports and purchase orders.	Randy Dix, Project Manager	
Financial Specialist and Risk Management Manages all invoicing and payments to contractors. Manages all performance and payment bond to ACCgov and from our Contractors. Manages all bid packages to financial vendors.	Matt Otani, Project Manager Sales Greg Morgan, Business Analyst Randy Dix, Project Manager	
Contract Specialist Manages Contract negotiations with internal legal and ACCgov Board of Commissioner's council. Manages all subcontracts.	Matt Otani, Project Manager Sales Randy Dix, Project Manager Greg Morgan, Business Analyst	

Following is a brief explanation of the specific responsibilities of everyone assigned to the ACCgov project:

Matthew Otani, Senior Project Developer



Matt Otani is the Project Lead and Developer for GPC. Matt will serve as the main contact for the ACCgov and the GPC team leader throughout the project development and contracting process. Responsibilities include day-to-day interface with ACCgov's staff regarding the scheduling, auditing, and presentation of the results. Matt has over 23 years of experience in providing energy conservation projects focusing on the municipal, university, k-12 education, and hospital markets. He has implemented and managed over 50 performance contracts throughout the Southeast with over 20+ school projects in Georgia in both public and private k-12 school districts. Georgia Schools he has worked with include recent signings at *Cobb County Schools Phase 5, Savannah Chatham County Public Schools Phase 2, Barrow County Schools (Winder, GA), Gainesville City Schools, Morgan County Schools (Madison, GA), Rome City Schools, Pike County Schools (Zebulon, GA), Lee County Schools (Leesburg, GA), Clarke County Schools, Barrow County Schools, Carroll County Schools, Spelman College, Clark Atlanta University, Cherokee County Schools, Muscogee County Schools, Lamar County Schools, Telfair County Schools* and for more customers please review the resumes listed at the end of this section.

Peter Etienne, Senior Energy Engineer



Peter as the Senior Energy Engineer is responsible for the overall quality of the investment grade audit, final guaranteed energy savings, oversight of the technical resources, and development of mechanical and electrical drawings. He will also be responsible for the development of the baseline and the measurement and verification plan for the guarantee.

Steven Faulkner, CEM, CEA, Senior Energy Engineer



Steven as a Senior Energy Engineer assigned to this project, is the Georgia Power local energy auditor for ACCgov. Steven will be responsible for performing the on-site audits of ACCgov facilities. The audit will include HVAC equipment lists, evaluations, lighting fixture counts, foot-candle readings, estimated energy consumption, savings, costs, and paybacks.

Nathan Bartlet, CEM, Key Account Manager

As a Key Account Manager for Athens-Clarke County Nathan works closely with Matt Otani to assist with day-to-day interface with ACCgov's staff regarding the scheduling, auditing, and presentation of the results.

Randy Dix, GC, Senior Project Manager



Randy will help facilitate the initial building audit or facility assessments, coordinate subcontractor walkthroughs, and manage the overall quality and thoroughness of the project from inception to project completion. He will manage all safety and construction meetings, vendor qualification, bidding of all energy conservation measures and for maintaining a safe job site. Randy has over 20 years of HVAC and building experience. He has managed multimillion-dollar projects with an outstanding record of delivering his projects on budget and on schedule. At each project he has worked with engineering firms to developed stamped drawings and Randy managed the process of submitting to the State for approval. He has worked on over 30+ Georgia K-12 school districts ranging from small 3 school districts to large 30+ school districts managing multiple projects at various districts simultaneously. Randy has the State of Georgia General Contractors license and the unlimited Mechanical Contractors license. His experience in working with Georgia is unmatched and he will be ACCgov Project Manager.

1. Subconsultants – Electrical Partner

Hemma Lighting Solutions

Hemma Lighting Solutions is a turn-key lighting installation contractor specializing in LED-focused lighting retrofits and fixture replacements. Our owners have over 30 years of lighting expertise and successful completion of all types of lighting upgrades. In the previous 7 years, we have successfully executed 300 lighting upgrades for various vertical markets including K-12 schools, governmental facilities (including department of corrections) totaling over $38M. Many of those projects have been completed in the southeast, with a heavy presence in the state of Georgia. With regards to similar correctional facility work, we previously successfully installed all the State of Alabama Department of Corrections including (16) state prisons and (42) work release facilities. All projects were completed with no major issues, largely due to our lighting installation employees led by licensed and experienced electricians.

Hemma Lighting Solutions is a professional lighting installation contractor. We are not a large material distributor who lacks construction phase expertise that is critical to the job. Nor are we a large manufacturer that will assign this job to a "PM" who may not Athens Clarke County with the focus to ensure a successful project. We are not brand specific when selecting materials. Our material selections are based on quality, performance, and the optimum lighting for each space.

We understand and are sensitive to working in governmental/correctional facilities. The need for an uninterrupted and safe environment, confidentiality, and security are a few of the critical elements that must be considered during the project. Correctional facility jobs need this type of professional focus and attention to every detail of the construction project that Hemma Lighting Solutions will provide. Being based near Athens will allow us to supervise and be easily accessible during every phase of this project.

Regarding Athens Clarke County Jail we are uniquely positioned with knowledge of the facility through previous interactions with Georgia Power and facility personnel. We performed take-offs of all the drawings and supplemental drawings and conducted room-by-room lighting surveys for all areas. We believe this experience gives us a good understanding of working with your team and providing you with a glimpse into how our teams work and interact with top level personnel.

We believe Hemma Lighting Solutions is well positioned to deliver on ACCgov expectations. We are Georgia local, have support/warehouse facilities in Suwanee, self-perform with experienced electricians and installers, and have the specific experience working successfully in this vertical market. Our owners are financially sound and have a 30-year track record of consistently delivering and exceeding expectations for our clients.

A focus on safety, effective lighting designs, maximized savings and rebates, minimal disruption, no change orders, cleanliness, efficient schedule, and delivering an excellent finished project for ACCgov personnel and staff.

Hemma Lighting Solutions Inc.	
Basic Info:	GA LLC established as Hemma Lighting Solutions Inc. in 2015
Ownership:	Ownership (Principals) - Reginald Cook 30%; Bill Cook 18%; Jeff Noble 18%; Andrew Noble 18%
Address:	8302 Dunwoody Place Suite 140 Atlanta GA 30350
Phone:	770-330-4479
Website:	www.hemmalighting.com
Primary Contact:	Reginald D. Cook/770-330-4479/rcook@hemmalighting.com
Years in Business:	7 (Hemma Lighting Solutions incorporated May 2015)
	Previously National Energy Servies (NES) established in 1994
State of Incorporation:	GA
Applicable Licenses:	Elec Licensed in GA, VA, NC and MI
	Business License in Sandy Springs

The Hemma Lighting team will be led by the following key individuals, and supported by a team of project management, procurement, and administrative personnel.

Team Personnel				
Name	***Title***	***Phone***	***Email Address***	***Role***
Reg Cook	CEO	770-330-4479	rcook@hemmalighting.com	Primary customer contact in a Development role managing the lighting surveys and design process. Work with CCSD initially to present LED lighting upgrade options and "what-if" designs. Work closely with product mfrs to understand best-use designs, pricing and associated savings. Manages rebate submittals and closure. Point of contact for issues and questions as they occur.
Bill Cook	President	404-307-5034	bcook@hemmalighting.com	Primary customer contact in an Operations role ordering, tracking and handling of materials, management of field personnel including Pre-Construction meetings, logistics of spotting containers, coordination with on-site personnel and fielding questions associated with the installation process. Day-to-day management of PM and Sr. Electrician staff. Point of contact for issues and questions as they occur.
Mike Melling	Master Electrician Dev and Ops	517-240-4165	mmelling@hemmalighting.com	Master electrician with 25 years experience focused mainly in energy efficient lighting installs. Supports the design development process with knowledge of "what works" in the field from a design standpoint with countless hours actually performing installation work. Source of "best practices" guidance, troubleshooting issues, supporting surveys and general source of knowledge to resolve issues. Supports safe practices and routine site checks to verify crews adherance to safety guidelines. OSHA 30 certified.
Greg McClellan	Sr Electrician Director of Operations	734-474-0757	gregm@hemmalighting.com	Master electrician with 25 years experience focused mainly in energy efficient lighting installs. Day-to-day management of field personnel and support of all aspects of Operations. Daily reporting to the customer and daily oversight of crew movement and progress. Works closely with school personnel. On-site supervision of activities especially at critical juncture points - material coordination, start-up activities, problem solving and project punch out. OSHA 30 certified.
Paul Koletchko	Sr Lighting Surveyor/Engineer	404-797-1014	pkolechko@hemmalighting.com	Electrical Engineer with 30 years experience focused mainly in energy efficient lighting. Heavy user of Snapcount (Lighting Project software) with K-12 experience. Surveyed over 500 schools since 2015. Will support the site surveys of CCSD schools including proposal design and development. Skilled electrician with installation skills and problem solving for unique fixture fit assessments. Completed site surveys of 11 CCSD schools in 2022 - very familiar with CCSD site rules of conduct and engagement.

2. Resumes

Name & Title	Matthew Otani Project Developer – Solution Sales Executive
Number of years with ESP.	15 with Georgia Power and 30+ years in the Energy Conservation industry
Primary office location.	Atlanta, GA
Job responsibilities.	Responsibilities include day-to-day interface with ACCgov's staff regarding the scheduling, auditing, and presentation of the results.
Number of years with firm and job responsibilities.	See above.
Previous employment and years of service.	Trane Inc. – 6 years
Educational background, degrees/disciplines.	Bachelor of Science Business Administration Marketing
College/university.	The Ohio State University
Professional/technical professional affiliations.	Georgia Energy Services Coalition Atlanta Better Building Challenge Georgia School Board Association Georgia Association of School Facilities Administrators Georgia Association of School Business Officials Georgia Association of Physical Plant Administrators
List all energy performance contracting projects this individual has been involved with during the past five years including project location, type of facilities, year implemented, and dollar value of installed project costs.	**Energy Performance Contracts** Cobb County Schools (Marietta, GA) Phase 5 - $4.3 Million Savannah Chatham County Public Schools Phase 1 - $1.3 M, Phase 2 - $2.1M Floyd County Board of Commissioners - $550K Lincoln County Schools (Lincolnton, GA) - Phase 2 - $2.9M, Phase 3 - $2.7M, Phase 4 - $3.7M, Phase 5 - $4.3 Million Franklin County Schools (Carnesville, GA) - $2.2Million Pike County Schools (Zebulon, GA) - $1.6 Million Amana Academy (Alpharetta, GA) - $1.3 Million R.I.S.E. Academy (Atlanta, GA) - $1.2 Million Rome City Schools (Rome, GA) - $2.0 Million City of Rome, GA - $350K Barrow County Government (Winder, GA) - $700,000 Barrow County Schools (Winder, GA) - $1.6 Million Gainesville City Schools (Gainesville, GA) - $1.4 Million Lee County Schools (Leesburg, GA) - $1.3 Million Clarke County Schools (Athens, GA) Phase 1 &2 - $3.5 Million Polk County Schools (Cedartown, GA) - $1.0 Million Glynn County Schools - $600,000 Colquitt County Schools- $500,000 Brewton Parker College - $500,000 Muscogee County Schools (Columbus, GA) - $6.5 Million (ESG) Sumter County Schools (Americus, GA) - $1.2 Million (ESG) **Construction Management** Mitchell County Schools (Camilla, GA) - $800,000 Baker County Schools (Newton, GA) - $500,000 Lamar County Schools (Barnesville, GA - $1.8 Million Spelman College & Clark Atlanta Univ. Central Plant - $15 Million (ESG) Telfair County Schools (McRae, GA) - $1.2 Million (ESG)
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	Project Manager of Sales – main responsibilities include sales development, organization of all engineering and construction management personnel for the energy savings projects. Responsibilities include contract negotiations and board presentations.

Name & Title	Nathan Bartlett, CEM, Key Account Manager
Number of years with ESP.	26 years with Georgia Power, 20 years in Account Management
Primary office location.	Athens, GA
Job responsibilities.	Currently serve as a Key Account Manager for the K-12 Public/ Private School Systems, Athens Clarke Co Government, and numerous industrial accounts in Northeast GA. I began career with Georgia Power on September 11, 1998, in Atlanta, GA. I have advanced my career with increased responsibilities and have worked as a Key Account Manager since October 2006. My day-to-day responsibilities include but are not limited to: • Managing the relationship between Key Account Customers and Georgia Power. • Responsible for the coordination of new construction, additions, and renovation of k-12 schools. Manage the processes between customer, region operations, engineering, Special Service Accounts, Project Engineers, metering team and Pricing and Rates. • Handling billing issues, connect/disconnect orders, special engineering request. • Assisting Key Account customers with Rates and understanding of rate structure. Presentation of RTP offers and Rate options. • Respond to customer outages & provide timely information.
Educational background, degrees/disciplines.	Hart Co High School, Hartwell GA Terry College of Business: BBA, Marketing
College/university.	The University of Georgia, Athens
Professional/technical professional affiliations.	Certified Energy Manager: CEM
List all energy performance contracting projects this individual has been involved with during the past five years including project location, type of facilities, year implemented, and dollar value of installed project costs.	Barrow Co Schools, Multiple schools LED lighting retrofits Jefferson City Schools, Multiple schools LED lighting retrofits and HVAC replacements Gainesville City Schools, Multiple schools LED lighting retrofits and LED sports lighting retrofits at multiple fields. Gainesville HS campus expansion of multiple construction projects Morgan Co Schools, Meter totalization, LED lighting installation, HVAC renovation along with sports lighting. Sports Lighting Projects • Johnson Co High School • Hart Co High School • Morgan Co High School • Montgomery Co High School • Gainesville High School
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	As a Key Account Manager for the school systems and local government I manage, I am the single point of contact and handle all day-to-day needs.

Name & Title	Peter Etienne Senior Energy Engineer
Number of years with ESP	One year with Georgia Power and over a decade plus in the energy industry.
Primary office location.	Atlanta, GA
Job responsibilities.	Responsibilities include engineering support, audit support and review of energy savings calculations. The Energy Engineer is responsible for the overall quality of the investment grade audit, final guaranteed energy savings, oversight of the technical resources, and development of mechanical and electrical drawings. He will also be responsible for the development of the baseline and the measurement and verification plan for the guarantee.
Number of years with firm and job responsibilities.	See above.
Previous employment and years of service.	Honeywell – 2 years Johnson Controls – 6 years Wendell Companies – 2 years
Educational background, degrees/disciplines.	Master of Science Energy Management Bachelor of Science Electrical and Computer Engineering
College/university.	New York Institute of Technology (NYIT)
Professional/technical professional affiliations.	
List all energy performance contracting projects this individual has been involved with during the past five years including project location, type of facilities, year implemented, and dollar value of installed project costs.	**Energy Performance Contracts** City of Boston - Schools and municipality, 2018, $10.5M City of Worcester - Schools and Municipality, 2018, $3.5M Fishkill Correctional Facility, 2016, $1.5M
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	Performed investment grade audit (IGA) and provided contract development support.

Name & Title	Steven Faulkner, CEM, CEA Senior Energy Engineer
Number of years with ESP.	37 years with Georgia Power and 37+ years in the Energy Business
Primary office location.	Marietta, GA
Job responsibilities.	Steven will be responsible to perform the on-site audits of ACCgov facilities. The audit will include HVAC equipment lists, evaluations, lighting fixture counts, foot-candle readings, estimated energy consumption, savings, costs, and paybacks.
Number of years with firm and job responsibilities.	See above.
Previous employment and years of service.	N/A
Educational background, degrees/disciplines.	Bachelor of Science – Business Administration, Minor in Information Systems
College/university.	Mercer University
Professional/technical professional affiliations.	Certified Energy Manager, AEE Certified Energy Auditor, AEE State of Georgia Unrestricted Conditioned Air Contractors License Member of ASHRAE, Technical Committee's: TC 1.9 Electrical System, TC 8.7 Variable Refrigerant Flow Member of AEE
List all energy performance contracting projects this individual has been involved with during the past five years including project location, type of facilities, year implemented, and dollar value of installed project costs.	Energy Savings Performance Contracts and Georgia Schools Experience • Seminole County Schools, Donalsonville, GA • Cook County Schools, Adel, GA • Tift County Schools, Tifton, GA Over 1,000 audits performed for Georgia Power customers • Seminole County Schools, Donalsonville, GA • Cook County Schools, Adel, GA • Tift County Schools, Tifton, GA • Harris County High School, Hamilton, GA • Lowndes County Schools, Valdosta, GA • Valdosta City Schools, Valdosta, GA • Macon County Schools, Oglethorpe, GA • Whitfield Academy, Smyrna, GA
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	Providing commercial, industrial, and educational market audits. Including: • Site surveys of customer's facilities • Utility data collection and baseline development • Energy savings calculations • Rate analysis and comparisons • Metering opportunities

Name & Title	Randy Dix Project Manager
Number of years with ESP	32 years with Georgia Power and 31+ years in the Energy Business
Primary office location.	Locust Grove, GA
Job responsibilities.	The Project Manager will help facilitate the initial building audit or facility assessments, coordinate subcontractor walkthroughs, and manage the overall quality and thoroughness of the project from inception to project completion. He will manage all safety and construction meetings, vendor qualification, bidding of all energy conservation measures and for maintaining a safe job site.
Number of years with firm and job responsibilities.	See above.
Previous employment and years of service.	N/A
Educational background, degrees/disciplines.	HS Diploma, Clayton County High School
College/university.	N/A
Professional/technical professional affiliations.	Randy is a member of ASHRAE & AEE. State of Georgia General Contractors License State of Georgia Un-Restricted Mechanical Contractors License (since 1998).
List all energy performance contracting projects this individual has been involved with during the past five years including project location, type of facilities, year implemented, and dollar value of installed project costs.	Worked in over 30 School Districts in Georgia Cobb County Schools (Marietta, GA) Phase 5 - $4.3 Million Savannah Chatham County Public Schools Phase 2 - $2.3 Million Pike County Schools (Zebulon, GA) - $1.6 Million Amana Academy (Alpharetta, GA) - $1.3 Million R.I.S.E. Academy (Atlanta, GA) - $1.2 Million Rome City Schools (Rome, GA) - $2.0 Million Barrow County Schools (Winder, GA) - $700,000 Clarke County Schools (Athens, GA) Phase 1 &2 - $3.5 Million Carroll County Schools (Carrollton, GA) - $1.8 Million Federal Government – Food and Drug Administration Athens, GA Muscogee County Schools (Columbus, GA) Energy Performance Contract - $6.5 Million Telfair County Schools (McRae, GA), Turnkey renovation - $1.2 Million Clark Atlanta Univ. and Spelman College (Atlanta, GA) Central Plant Renovation - $15 Million Lamar County Schools (Barnesville, GA) – State funded project Energy Performance Contract - $1.8 Million Glynn County Schools (Brunswick, GA) Energy Performance Contract - $1.3 Million Sumter County Schools (Americus, GA) Forsyth County Schools (Cumming, GA) **Construction Management Projects** Meriwether County Schools (Greenville, GA) Flint River Academy (Woodbury, GA) Mitchell County Schools (Camilla, GA) – State funded project Baker County Schools (Newton, GA) – State funded project
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	The Project Manager will help facilitate the initial building audit or facility assessments, coordinate subcontractor walkthroughs, and manage the overall quality and thoroughness of the project from inception to project completion. He will manage all safety and construction meetings, vendor qualification, bidding of all energy conservation measures and for maintaining a safe job site.

C. Current Project Assignments

Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.

1. Georgia Power Energy Services – Project Team

Georgia Power project team is the leader in performing energy related turnkey projects in the state. With over **10 Certified Energy Managers** located throughout the state we can meet and exceed Athens Clarke County LED lighting needs. Our staff has performed **over 15 million square feet** of LED lighting projects since 2016. Earlier this year we performed a lighting audit of ACCgov jail facility to verify the scope, design, cost and energy savings. The Georgia Power team understands the needs for the ACCgov jail project to include:

- Security requirements necessary to work in a high security environment.
- Providing turnkey LED retrofit projects utilizing Keystone Type B LED lamps 10.5 watt, 5000K LED bulb that is DLC rated and qualifies for the GPC Energy Efficient Rebates
- Experts at driving energy savings and providing reduction in the Customer Base Load to lock in the energy savings.

Our staff and commitment to customer satisfaction are keys to the success of our energy conservation projects. The audit team leaders are Peter Etienne, ME, CEM and Stephen Faulkner, CEM. They will coordinate the Georgia Power audit resources to ensure we complete the audit in a thorough, timely and accurate manner. Below is a summary of our manpower dedicated to the Floyd County project.

- Professional Engineers 3
- Energy Engineers 7
- Project Managers 2
- Project Superintendents 8

Key Personnel	Project Assignments	Completion Dates
Matt Otani Solutions Sales Executive	Savannah Chatham County Public Schools • Savannah Arts Academy LED project • Groves High Solar Project • Coastal Middle School HVAC Renovations • Garrison Academy HVAC Renovations Dade County Schools	 4/30/2024 7/30/2024 12/15/2024 7/30/2024 3/30/2024
Randy Dix Project Manager	Savannah Chatham County Public Schools • Savannah Arts Academy LED project • Groves High Solar Project • Coastal Middle School HVAC Renovations • Garrison Academy HVAC Renovations Macon Bibb County Government	 4/30/2024 7/30/2024 4/15/2025 7/30/2025 10/8/2024
Peter Etienne Project Engineer	Active Energy Related Projects • West Chatham Middle School HVAC design • Backup Generation Project	 3/1/2024 2/24/2024
Stephen Faulkner Project Engineer	Active Energy Related Projects • Delta Airlines Tech Operations Center • Kal-polymer LLC	 2/8/2024 3/1/2024
Nathan Bartlett, CEM Key Account Manager	The role of the Key Account Manager is to maintain strong relationships with currently 25 electric power customers served by Georgia Power.	

D. Experience with High-Security Projects

Identify what experience, if any, the proposed team member has working on high security projects such as jails, correctional centers, military installations, or other similar facilities.

Georgia Power Company has years of experience working on high security projects throughout the state. A few examples are:

- **Floyd County Board of Commissioners –** LED lighting renovations in 10 buildings and parking decks including the Law Enforcement Building and the Judicial Building as the high security facilities.
- **Barrow County Board of Commissioners –** LED lighting renovations at 15 locations that included the Sheriff's Department and the Barrow County Jail as the high security facilities.
- **Fort Moore (Benning)** electric vehicle infrastructure. Installed some 31 chargers at 19 locations across the installation. Approximately $4 million effort.
- **Marine Corps Logistics Base - Albany**. Total maintenance and repair for the government owned electric distribution system. Second 5-year contract with added scope. Approximate value $1 million. Also, electric vehicle infrastructure. Some 19 chargers at 12 locations on the installation. Approximate value $1.3 million
- **Multiple projects at Robins AFB** include $28 million central compressed plant rebuild, 3,000-ton central chiller plant rebuild valued at $9 million, $10 million lighting and mechanical systems for 3 buildings. There were several buildings that are high security buildings that were off limits to many of the military staff.

SECTION 5 UNDERSTANDING OF THE PROJECT

Statement of the firm's of the project and proposed approach for providing requested services.

Georgia Power has reviewed the scope of work for the ACCgov Jail project and fully understands the requirements for the project. We have performed a full audit of all light fixtures as described by the drawings and addendum.

A. Key Differentiators

- Guaranteed Price – No Change Orders based on the detailed scope in the Appendix.
- Experience working in high security facilities
  - Equipment and tool security with locked toolboxes
  - Daily account for all tools and materials utilized during construction.
  - Daily check in and check out procedures.
- Georgia Power Rebates
  - Experts in Georgia Power rebates
  - Generated over $1,000,000 in LED lighting rebates for our customers.
  - Over 50 customers and 300 facilities submitted and achieved rebates.
- Georgia Power Energy Savings
  - Customer base load reductions at over 50 facilities.
  - Unmatched experience with verification and achieving energy savings.
  - Pre and Post retrofit watt reductions per type of fixture

B. Project Overview and Scope Overview

GPC is pleased to offer this proposal for upgrading the ACCgov Jail lighting upgrade. We understand all the requirements to work in a high security facility and have performed several projects for Floyd County Government and Barrow County Government.

Description	Project Cost	Estimated Annual Energy Savings			Georgia Power Rebates
		Energy (kWh) Savings	Demand (kW) Savings	Estimated Savings	
Athens Clarke County Jail	$439,927	1,019,502	129	$79,808	$31,829

1. Scope Overview

Our bid includes all the scope details listed in the RFP and Addendum 1. Full detailed scope (Lighting Line by Line) can be found in Appendix B and material specification sheets in Appendix C.

- Provide all labor and material to perform the work during specified hours
  - All employee background checks
  - Work hours Monday through Friday 8:00AM – 5:00PM
  - Daily checklist of all tools and materials
  - Daily check in and check out of all tools
  - Recycling of all fluorescent lamps, HID lamps and associated ballasts
  - Recycling of all cardboard materials
  - Daily cleanup of all areas
  - All lifts and padding for installation and protection of the jail flooring
  - All material handling and storage at given secured location provided by ACCgov

- Inclusions per RFP and Addendum 1
  - Includes all areas on drawings EL4.01 and EL4.02
  - Battery backup systems
  - Includes replacement of any damaged lenses

- Repair and fix any tamper proof screws
- Includes 5% attic stock
- Includes supply and repair of up to 500 Night Light kits

- Exclusions per Addendum 1
  - No Exterior lighting wall packs
  - No Shower lights
  - No recessed can fixtures
  - No Sally Port fixtures
  - No exit signs
- Georgia Power rebate submittal and completion
- Georgia Power verification and reduction of the Customer Base Load to lock in energy savings

2. Material Overview

- All material supplied is DLC Listed and Georgia Power rebate approved
- Install new Keystone type B LED tubes in all fixtures
- GPC 1-year Parts and Labor Warranty
- Material Warranty 5-year, 50,000 hours.
- Please see Appendix B for a detailed scope of work and energy savings calculations

Equipment List	GPC Confirmed Scope
Type B LED tube	Keystone KT-LED10.5T8-48G-850-DX2
Warranty Georgia Power	1-year parts and labor
Material Warranty	5-Year, 50,000 hours
DLC Listed	Yes
Georgia Power Energy Efficiency Rebate	Approved
Attic Stock Included	5%
Emergency Battery Backup	Keystone KT-EMRG-LED-12-1200-EN/DF KT-EMRG-LED-5-500-AC
HID LED Replacement Lamps	KT-LED45PSHIS-E26-8CSB-D
LED U-Bend Tube	Maxlite U15.5T8SE240

3. Construction Timeline

Georgia Power is planning to get this project completed as quickly as possible based on the current daily work hours and security requirements. Our timeline is based on contract signing to final punch list. Below is a summary of our expected timeline.

Milestones	Weeks
Contract Signing	Current
Material order and delivery	3 Weeks
Project Installation	6 Weeks
Punchlist, Training and Closeout	3 Weeks
Total Weeks	12 Weeks

SECTION 6 ADDITIONAL SERVICES REQUIRED

Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.

Customer Base Load Verification of Savings

The vendor **must prove the energy reductions** in order to lower the Customer Base Load (CBL). GPC utilizes the standard International Performance Measurement and Verification Protocol (IPMVP) as our standard for validating our energy reductions to ensure ACC receives the energy savings generated by the CBL reduction. For lighting projects GPC will perform a one-time measurement and verification of the system performance (IPMVP Option A). This methodology meets the industry standard since lighting ECMs are straight forward and simple technologies to verify the energy reductions.

- Pre Verification of the existing fixture watts used for each fixture type.
- Post Verification of the new LED retrofit watts for each fixture type
- Utilize these Pre and Post watt reductions to calculate the CBL reductions

Below is a detail of the IPMVP Option A standard.

IPMVP Options Overview		
IPMVP Options	How Savings are Calculated	Typical Applications
A. Retrofit Isolation: Key Parameter Measurement *Savings* are determined by field measurement of the key performance parameter(s) which define the *energy* use of the *ECM*'s affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in a measured parameter, and the length of the *reporting period*. Parameters not selected for field measurement are *estimated. Estimates* can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the *estimated* parameter is required. The plausible *savings* error arising from *estimation* rather than measurement is evaluated.	Engineering calculation of *baseline* and *reporting period energy* from: • short-term or continuous measurements of key operating parameter(s); and • *estimated* values. *Routine* and *nonroutine adjustments* as required	A lighting retrofit where power draw is the key performance parameter that is measured periodically. Estimate operating hours of the lights based on building schedules and occupant behavior.

Lighting Energy and Demand Savings Calculation Method

Georgia Power utilizes this calculation to **prove the energy reductions for the CBL reduction**. Energy and demand savings for lighting savings are based on the anticipated power reduction and annual burn hours before and after the retrofit. Energy savings can be calculated using either the energy model generated for the building or directly using the following equation.

$$ES = (kW_{existing} \times H_{existing}) - (kW_{proposed} \times H_{proposed})$$

Where,
ES = energy savings, kWh/year
$kW_{existing}$ = existing connected lighting load, kW
$H_{existing}$ = existing annual operating hours, hr/year
$kW_{proposed}$ = proposed connected lighting load, kW
$H_{proposed}$ = proposed annual operating hours, hr/year

$$DS = (kW_{existing} - kW_{proposed}) \times M \times DF$$

Where,

DS = annual demand savings, kW-mo./year
M = demand billing months
DF = diversity factor (% of light load that contributes to the peak billing demand)

Connected lighting load is determined during the detailed audit. Lighting load is calculated using the number of existing fixtures and the power required for each fixture type. The required power is determined using a database of fixtures and by actual measurements. The proposed power is calculated using the specification sheets for the new fixtures. Once the new fixtures are installed, Energy Services will perform actual power measurements to verify the proposed power requirements. Effects of reduced lighting loads on the HVAC system are calculated using the building energy model.

Savings associated with energy conservation models that involve controls are calculated through the existing and proposed operating hours. The proposed operating hours are reduced to reflect the improved control capability.

SECTION 7 REFERENCES

Include a minimum of three references for contracts of a similar nature, preferably working in a high-security area, such as a jail or a government facility. Include the name, address, telephone number, point of contact and description of the contract for each reference. Examples of no more than three "reference projects" which represent the design teams' approach to design solutions for projects of similar scale and complexity, and the information on these projects must indicate the contributions of proposed key personnel in the design and development of the "referenced projects" cited in the submittal.

A. Georgia Power Energy Conservation Experience

Georgia Power is a leader in providing energy conservation projects to Georgia Municipalities and public and private schools throughout Georgia. Our team has worked with over 350 school districts to upgrade their school's infrastructure and pay for the upgrades with the energy savings over a 10-year period. Below are highlights of our team and GPC:

- Electric provider to 150 of the 159 public school systems
- Implemented ***30+ Energy Conservation Programs with Georgia Public Schools***
- Over $75 Million in energy and operational savings for our Georgia customers over the past 5 years
- Team has implemented projects at ***over 200 elementary, middle and high schools*** throughout Georgia
- Performed as a ***"Construction Manager at Risk"*** for 15 energy construction projects in Georgia
- Transparency in our engineering, design, bidding, pricing, construction and energy guarantee
- The leader in the Georgia Public Schools

Reasons for Success

- ***Best Value Program –*** *Achieve greater savings and implement more building upgrades*
- ***Customized Solutions –*** *Vendor, Product and Fuel Neutral*
- ***Open Book Pricing –*** *All fees and project costs are submitted up front*
- ***Low-Cost Project Development –*** *Saved our customers thousands in Investment Grade Audit Cost*
- ***Georgia School Experience –*** *Unmatched team and company experience*
- ***Commitment to Customer Satisfaction –*** *Driven to keeping the highest levels of value*

Project Owner	Project Description	Contact Name	Telephone Number
Barrow County Board of Commissioners	7 Buildings including the Barrow County Detention Center, Courthouse, Animal Control, Senior Center, Victor Lord Park, Sheriff Department, Library	Luis Suarez, Facility Manager	Phone: (678) 410-6489
Floyd County Board of Commissioners	Law Enforcement Building	Ryan Davis, Director of Facilities	Phone: (706) 236-2486
East Georgia Regional Hospital	LED retrofit door kits from fluorescent T-8 lamps and electronic ballasts – Law Enforcement Building, Law Enforcement Parking Deck, Government Plaza Parking Deck, 4th Avenue Parking Deck, Rome Braves Stadium, Judicial Building, and Aviation Building	Mike Motes, Director of Facilities	Phone: (912) 687-5755
City of Atlanta, GA	20,000 light fixtures	Atlanta D.O.T. Commissioner Solomon Caviness	Phone: (404) 330-6245
City of Columbus, GA	approximately 5,000 light fixtures	City Manager – Isaiah Hugley	(706) 653-4029
City of Savannah, GA	3,000 light fixtures - audit completed December 2023	City Manager – Joseph Melder	(912) 651-6415

Project #1 Barrow County Board of Commissioners	
Project name and location, number of buildings, primary use, total square footage.	Barrow County Government GESPC 7 Buildings including the Barrow County Detention Center, Courthouse, Animal Control, Senior Center, Victor Lord Park, Sheriff Department, Library Square Foot: 238,040
Project dollar amount (installed project costs) and source of project financing.	$726,712 Third Party Lease Purchase
Primary ECMs installed and ESP services provided.	• LED retrofit door kits from fluorescent T-8 lamps and electronic ballasts – Sheriff Administration Complex, Barrow County Detention Center, Senior Center, Victor Lord Park Recreation Center, Winder Barrow Library • LED lighting lamp and ballast replacements at the Animal Control and Detention Center • Water Conservation - kitchen pedal valves, and laundry ozonation system – Detention Center • Water Conservation measures with low flow, faucets, showers, toilets
Projected and actual construction start and end dates.	November 2017 – May 2018
Contract start and end dates.	November 2017 – May 2018
If the project was not completed on schedule, please explain.	Completed on time, within budget, No Change Orders
Dollar value of projected annual energy savings, dollar value of guaranteed annual energy savings, dollar value and type of annual operational cost savings (if applicable), e.g., outside maintenance contracts, material savings, etc.	Projected: $80,200 Guaranteed: $84,087 Achieved: $97,200 O&M Cost Savings: $12,591 Material Savings: $18,832
Method(s) of savings measurement and verification.	IPMVP Option A
Provide names of Owner(s)' representatives with whom the ESP did business on this project.	Luis Suarez, Facility Manager Phone: (678) 410-6489 Email: Lsuarez@barrowga.org
Describe the specific roles and responsibilities of ESP personnel associated with the identified project. Limit your response to only those personnel who will be directly involved in Owner's project.	Matt Otani, Account Executive Randy Dix, Project and Construction Manager Chad Griffith, PE - TLC Engineering
Identify the major subcontractors on this project and describe their scope	E. Sam Jones – Lighting Pedal Valve – Water Conservation

Project #2	Floyd County Board of Commissioners
Project name and location, number of buildings, primary use, total square footage.	Law Enforcement Building, Law Enforcement Parking Deck, Government Plaza Parking Deck, 4th Avenue Parking Deck, Rome Braves Stadium, Judicial Building, and Aviation Building.
Project dollar amount (installed project costs) and source of project financing.	$432,541
Primary ECMs installed and ESP services provided.	Energy Conservation Measures: • LED retrofit door kits from fluorescent T-8 lamps and electronic ballasts – Law Enforcement Building, Law Enforcement Parking Deck, Government Plaza Parking Deck, 4th Avenue Parking Deck, Rome Braves Stadium, Judicial Building, and Aviation Building • Parking Decks – Installed new LED programmable output fixtures with motion sensor activated. LED fixtures increased the light levels in the deck and generated energy savings.
Projected and actual construction start and end dates.	2020 - 2022
Contract start and end dates.	2020 - 2022
If the project was not completed on schedule, please explain.	Yes – 0 change orders
Dollar value of projected annual energy savings	Projected: $95,475
Provide names of Owner(s)' representatives with whom the ESP did business on this project	Ryan Davis, Director of Facilities Phone: (706) 236-2486 Email: davisryan@floydcountyga.org
Describe the specific roles and responsibilities of ESP personnel associated with the identified project. Limit your response to only those personnel who will be directly involved in Owner's project.	Matt Otani, Sales Team Leader Randy Dix, Project and Construction Manager Jimmy Dooley, Sales Manager Kathy Waters, Key Account Manager

Project #3 East Georgia Regional Hospital	
Project name and location, number of buildings, primary use, total square footage.	Main hospital and Medical Office Building attached to the main hospital located in Statesboro, GA.
Project dollar amount (installed project costs) and source of project financing.	Phase 1 - $220,225 Phase 2 - $106,905
Primary ECMs installed and ESP services provided.	Energy Conservation Measures: • LED retrofit door kits in the main hallways and offices, new dimming controls in the main offices, LED retrofits of the existing recessed can lights, • Exterior Lighting – Installed new LED wall-mounted light fixtures
Projected and actual construction start and end dates.	2021
Contract start and end dates.	2021
If the project was not completed on schedule, please explain.	Yes – 0 change orders
Dollar value of projected annual energy savings, dollar value of guaranteed annual energy savings, dollar value and type of annual operational cost savings (if applicable), e.g., outside maintenance contracts, material savings, etc.	Projected: Phase 1 - $37,891, Phase 2 - $21,629 Guaranteed: Phase 1 - $37,891, Phase 2 - $21,629 Achieved: Phase 1 - $38,778, Phase 2 - $23,955
Method(s) of savings measurement and verification.	
Provide names of Owner(s)' representatives with whom the ESP did business on this project.	Mike Motes, Director of Facilities Phone: (912) 687-5755 Email: herman.motes@eastgeorgiaregional.com
Describe the specific roles and responsibilities of ESP personnel associated with the identified project. Limit your response to only those personnel who will be directly involved in Owner's project.	Matt Otani, Sales Team Leader Randy Dix, Project and Construction Manager Jimmy Dooley, Sales Manager Angela Clark, Key Account Manager

SECTION 8 FINANCIAL INFORMATION AND DOCUMENTATION

Provide relevant information regarding organizational stability and strength. Documentation may include:

A. Organizational Structure

A statement of organizational structure (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of that structure (e.g., owner, partners, board of directors' joint venture partners, etc.), a listing of financial references.

Please see Section 3.A & B for company overview and organizational structure.

1. Financial Statement

Southern Company, GPC parent company, shares are traded on the New York Stock Exchange under the symbol SO. Included on the following pages is a copy of our 2022 audited financial statements. These statements present pertinent financial information for the last three fiscal years and denote longevity consistent with our solid financial strength and history. Southern Company's financial documents are the responsibility of the company's management and are audited in accordance with the generally accepted standards by Deloitte & Touche LLP.

Deloitte & Touche LLP
191 Peachtree St. NE, Suite 2000
Atlanta, GA 30303
investor.southerncompany.co

For information about earnings and dividends, stock quotes and current news releases, please visit us at https://www.georgiapower.com/company/about-us/facts-and-financials.html.

Consolidated Statements of Income

For the Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
		(in millions)	
Operating Revenues:			
Retail electric revenues	**$18,197**	$14,852	$13,643
Wholesale electric revenues	**3,641**	2,455	1,945
Other electric revenues	**747**	718	672
Natural gas revenues	**5,962**	4,380	3,434
Other revenues	**732**	708	681
Total operating revenues	**29,279**	23,113	20,375
Operating Expenses:			
Fuel	**6,835**	4,010	2,967
Purchased power	**1,593**	978	799
Cost of natural gas	**3,004**	1,619	972
Cost of other sales	**396**	357	327
Other operations and maintenance	**6,630**	6,088	5,413
Depreciation and amortization	**3,663**	3,565	3,518
Taxes other than income taxes	**1,411**	1,290	1,234
Estimated loss on Plant Vogtle Units 3 and 4	**183**	1,692	325
Impairment charges	**251**	2	—
Gain on dispositions, net	**(57)**	(186)	(65)
Total operating expenses	**23,909**	19,415	15,490
Operating Income	**5,370**	3,698	4,885
Other Income and (Expense):			
Allowance for equity funds used during construction	**224**	190	149
Earnings from equity method investments	**151**	76	153
Interest expense, net of amounts capitalized	**(2,022)**	(1,837)	(1,821)
Impairment of leveraged leases	**—**	(7)	(206)
Other income (expense), net	**500**	456	336
Total other income and (expense)	**(1,147)**	(1,122)	(1,389)
Earnings Before Income Taxes	**4,223**	2,576	3,496
Income taxes	**795**	267	393
Consolidated Net Income	**3,428**	2,309	3,103
Dividends on preferred stock of subsidiaries	**11**	15	15
Net loss attributable to noncontrolling interests	**(107)**	(99)	(31)
Consolidated Net Income Attributable to Southern Company	**$ 3,524**	$ 2,393	$ 3,119
Common Stock Data:			
Earnings per share —			
Basic	**$ 3.28**	$ 2.26	$ 2.95
Diluted	**3.26**	2.24	2.93
Average number of shares of common stock outstanding — (in millions)			
Basic	**1,075**	1,061	1,058
Diluted	**1,081**	1,068	1,065

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Comprehensive Income

For the Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
		(in millions)	
Consolidated Net Income	**$3,428**	$2,309	$3,103
Other comprehensive income (loss):			
Qualifying hedges:			
Changes in fair value, net of tax of $(19), $(16), and $3, respectively	**(60)**	(49)	10
Reclassification adjustment for amounts included in net income, net of tax of $23, $31, and $(13), respectively	**73**	96	(40)
Pension and other postretirement benefit plans:			
Benefit plan net gain (loss), net of tax of $18, $37, and $(17), respectively	**48**	98	(55)
Reclassification adjustment for amounts included in net income, net of tax of $3, $5, and $3, respectively	**10**	13	10
Total other comprehensive income (loss)	**71**	158	(75)
Dividends on preferred stock of subsidiaries	**11**	15	15
Comprehensive loss attributable to noncontrolling interests	**(107)**	(99)	(31)
Consolidated Comprehensive Income Attributable to Southern Company	**$3,595**	$2,551	$3,044

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Cash Flows

For the Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
		(in millions)	
Operating Activities:			
Consolidated net income	**$ 3,428**	$ 2,309	$ 3,103
Adjustments to reconcile consolidated net income to net cash provided from operating activities —			
Depreciation and amortization, total	**4,064**	3,973	3,905
Deferred income taxes	**670**	(49)	(241)
Utilization of federal investment tax credits	**88**	288	341
Allowance for equity funds used during construction	**(224)**	(190)	(149)
Pension, postretirement, and other employee benefits	**(436)**	(305)	(261)
Settlement of asset retirement obligations	**(455)**	(456)	(442)
Storm damage and reliability reserve accruals	**430**	288	325
Stock based compensation expense	**127**	144	113
Estimated loss on Plant Vogtle Units 3 and 4	**183**	1,692	325
Impairment charges	**251**	91	206
Gain on dispositions, net	**(42)**	(176)	(66)
Retail fuel cost under recovery – long-term	**(2,166)**	(536)	—
Natural gas cost under recovery – long-term	**207**	(207)	—
Other, net	**17**	87	(75)
Changes in certain current assets and liabilities —			
–Receivables	**(769)**	(81)	(222)
–Fossil fuel for generation	**(125)**	99	(29)
–Materials and supplies	**(160)**	(130)	(157)
–Natural gas cost under recovery	**158**	(266)	—
–Other current assets	**(288)**	(270)	(132)
–Accounts payable	**1,021**	(8)	(27)
–Accrued taxes	**51**	(54)	242
–Customer refunds	**119**	130	(236)
–Other current liabilities	**153**	(204)	173
Net cash provided from operating activities	**6,302**	6,169	6,696
Investing Activities:			
Property additions	**(7,923)**	(7,586)	(7,522)
Nuclear decommissioning trust fund purchases	**(1,125)**	(1,598)	(877)
Nuclear decommissioning trust fund sales	**1,112**	1,593	871
Proceeds from dispositions	**275**	917	1,049
Cost of removal, net of salvage	**(649)**	(442)	(361)
Payments pursuant to LTSAs	**(190)**	(188)	(211)
Other investing activities	**70**	(49)	21
Net cash used for investing activities	**(8,430)**	(7,353)	(7,030)

Consolidated Statements of Cash Flows (continued)

For the Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
		(in millions)	
Financing Activities:			
Increase (decrease) in notes payable, net	**(337)**	530	(1,096)
Proceeds —			
Long-term debt	**5,132**	8,262	8,047
Short-term borrowings	**2,650**	325	615
Common stock	**1,808**	73	74
Redemptions and repurchases —			
Long-term debt	**(2,158)**	(4,327)	(4,458)
Preferred stock	**(298)**	—	—
Short-term borrowings	**(1,150)**	(25)	(840)
Capital contributions from noncontrolling interests	**73**	501	363
Distributions to noncontrolling interests	**(259)**	(351)	(271)
Payment of common stock dividends	**(2,907)**	(2,777)	(2,685)
Other financing activities	**(218)**	(266)	(325)
Net cash provided from (used for) financing activities	**2,336**	1,945	(576)
Net Change in Cash, Cash Equivalents, and Restricted Cash	**208**	761	(910)
Cash, Cash Equivalents, and Restricted Cash at Beginning of Year	**1,829**	1,068	1,978
Cash, Cash Equivalents, and Restricted Cash at End of Year	**$ 2,037**	$ 1,829	$ 1,068
Supplemental Cash Flow Information:			
Cash paid during the period for —			
Interest (net of $103, $92, and $81 capitalized, respectively)	**$ 1,758**	$ 1,718	$ 1,683
Income taxes, net	**146**	93	64
Noncash transactions —			
Accrued property additions at year-end	**1,024**	866	989
Contributions from noncontrolling interests	**15**	89	12
Contributions of wind turbine equipment	**—**	82	17

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Balance Sheets

At December 31, 2022 and 2021

Assets	2022	2021
	(In millions)	
Current Assets:		
Cash and cash equivalents	**$ 1,917**	$ 1,798
Receivables —		
Customer accounts	**2,138**	1,806
Unbilled revenues	**1,012**	711
Other accounts and notes	**637**	523
Accumulated provision for uncollectible accounts	**(71)**	(78)
Materials and supplies	**1,664**	1,543
Fossil fuel for generation	**575**	450
Natural gas for sale	**438**	362
Prepaid expenses	**347**	330
Assets from risk management activities, net of collateral	**115**	151
Regulatory assets – asset retirement obligations	**332**	219
Natural gas cost under recovery	**108**	266
Other regulatory assets	**860**	653
Other current assets	**344**	231
Total current assets	**10,416**	8,965
Property, Plant, and Equipment:		
In service	**117,529**	115,592
Less: Accumulated depreciation	**35,297**	34,079
Plant in service, net of depreciation	**82,232**	81,513
Other utility plant, net	**599**	—
Nuclear fuel, at amortized cost	**843**	824
Construction work in progress	**10,896**	8,771
Total property, plant, and equipment	**94,570**	91,108
Other Property and Investments:		
Goodwill	**5,161**	5,280
Nuclear decommissioning trusts, at fair value	**2,145**	2,542
Equity investments in unconsolidated subsidiaries	**1,443**	1,282
Other intangible assets, net of amortization of $340 and $307, respectively	**406**	445
Miscellaneous property and investments	**602**	653
Total other property and investments	**9,757**	10,202
Deferred Charges and Other Assets:		
Operating lease right-of-use assets, net of amortization	**1,531**	1,701
Deferred charges related to income taxes	**866**	824
Prepaid pension costs	**2,290**	1,657
Unamortized loss on reacquired debt	**238**	258
Deferred under recovered fuel clause revenues	**2,056**	410
Regulatory assets – asset retirement obligations, deferred	**5,764**	5,466
Other regulatory assets, deferred	**5,918**	5,577
Other deferred charges and assets	**1,485**	1,366
Total deferred charges and other assets	**20,148**	17,259
Total Assets	**$134,891**	$127,534

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Balance Sheets (continued)

At December 31, 2022 and 2021

Liabilities and Stockholders' Equity	**2022**	2021
	(in millions)	
Current Liabilities:		
Securities due within one year	**$ 4,285**	$ 2,157
Notes payable	**2,609**	1,440
Accounts payable	**3,525**	2,169
Customer deposits	**502**	479
Accrued taxes —		
Accrued income taxes	**60**	50
Other accrued taxes	**764**	641
Accrued interest	**614**	533
Accrued compensation	**1,127**	1,070
Asset retirement obligations	**694**	697
Operating lease obligations	**197**	250
Other regulatory liabilities	**382**	563
Other current liabilities	**965**	872
Total current liabilities	**15,724**	10,921
Long-Term Debt	**50,656**	50,120
Deferred Credits and Other Liabilities:		
Accumulated deferred income taxes	**10,036**	8,862
Deferred credits related to income taxes	**5,235**	5,401
Accumulated deferred ITCs	**2,133**	2,216
Employee benefit obligations	**1,238**	1,550
Operating lease obligations, deferred	**1,388**	1,503
Asset retirement obligations, deferred	**10,146**	10,990
Other cost of removal obligations	**1,903**	2,103
Other regulatory liabilities, deferred	**733**	485
Other deferred credits and liabilities	**1,167**	816
Total deferred credits and other liabilities	**33,979**	33,926
Total Liabilities	**100,359**	94,967
Redeemable Preferred Stock of Subsidiaries:		
Cumulative preferred stock		
$100 par or stated value – 4.20% to 4.92%	**—**	48
Authorized – 10 million shares		
Outstanding – 2022: no shares; 2021: 0.5 million shares		
$1 par value – 5.00%	**—**	243
Authorized – 28 million shares		
Outstanding – 2022: no shares; 2021: 10 million shares		
Total redeemable preferred stock of subsidiaries (annual dividend requirement – $15 million)	**—**	291
Common Stockholders' Equity:		
Common stock, par value $5 per share (Authorized – 1.5 billion shares)	**5,417**	5,279
(Issued – 1.1 billion shares; Treasury – 1.0 million shares)		
Paid-in capital	**13,673**	11,950
Treasury, at cost	**(53)**	(47)
Retained earnings	**11,538**	10,929
Accumulated other comprehensive loss	**(167)**	(237)
Total common stockholders' equity	**30,408**	27,874
Noncontrolling interests	**4,124**	4,402
Total Stockholders' Equity (See accompanying statements)	**34,532**	32,276
Total Liabilities and Stockholders' Equity	**$134,891**	$127,534
Commitments and Contingent Matters (See notes)		

The accompanying notes are an integral part of these consolidated financial statements.

2. Bonding

A compliance letter from your firm's bonding company showing consent to provide all appropriate bonds for your services as a VENDOR. Indicate the firm's maximum bonding capacity and the amount of bonding capacity currently used.

Georgia Power's surety company is McGriff Surety with offices at 2211 7th Avenue South, Birmingham, Alabama 35233 Tel: (205) 252-9871. Liberty Mutual Insurance Company, a corporation under the laws of the State of Massachusetts, with an office and place of business at 175 Berkeley Street, Boston, MA 02116, represents Georgia Power for surety bonding needs.

At the present time, Georgia Power is in a position to consider single projects up to $10,000,000.00 within an aggregate limit of $40,000,000.00. The current amount of bonding capacity used is approximately $10,000,000.00. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Georgia Power.

E. B. Failure to Complete Prior Projects

Disclose whether the Offeror (or any general partner or joint venture of the Offeror) has ever failed to complete a similar project. If so, list the date of commencement of the project and the entity which the project was to be performed, and explain why the project was not completed.

GPC has no prior record of litigation, arbitration, or mediation with any of its customers relating to Energy or Operational Shortfalls. Our number one priority is Customer Satisfaction!

Due the nature of our business across the state of Georgia, GPC is routinely engaged in litigation and mediation concerning lawsuits and claims. The bulk of litigation involving GPC concerns operational distribution and our fleet of company vehicles (in the form of outages, property damages and vehicle accidents, respectively). GPC is currently engaged in multiple claims and we in turn may make claims of a similar nature.

There have been no criminal offense charges against Georgia Power within the last ten (10) years regarding our energy conservation projects.

SECTION 9 TIME/COST PROCEDURES

A statement discussing your firm's procedures for controlling project time and cost during the design and construction phase.

A. Detailed Site Audit

GPC performed a complete lighting audit of the ACC Jail facility and documented all existing fixtures in the scope of work. Local staff guided us through the facility in order for us to get a firm count of each fixture type. In order to get an accurate count we utilized the existing drawings to verify our final fixture count to validate our guaranteed price. We also verified in our survey:

- Firm fixture count and type in each room
- Verification of secured material and tool storage area
- Hours of operation
- Meter location and verification
- Electrical supply system for safety
- Guaranteed price – No Change Orders

Pre-Qualified Contractor

A big key to developing a high-quality project is to make sure we have qualified contractors installing the equipment. Many times, the best piece of equipment installed poorly will not work and many times this is due to taking the lowest bid. To ensure quality vendor GPC has selected Hemma Lighting as our contractor for this project. Hemma Lighting has experience in working in high security facilities in performing LED lighting renovations and is a qualified installer for Georgia Power.

Hemma Lighting Solutions is a turn-key lighting installation contractor specializing in LED-focused lighting retrofits and fixture replacements. Our owners have over 30 years of lighting expertise and successful completion of all types of lighting upgrades. In the previous 7 years, we have successfully executed 300 lighting upgrades for various vertical markets including K-12 schools, governmental facilities (including department of corrections) totaling over $38M. Many of those projects have been completed in the southeast, with a heavy presence in the state of Georgia. With regards to similar correctional facility work, we previously successfully installed all the State of Alabama Department of Corrections including (16) state prisons and (42) work release facilities. All projects were completed with no major issues, largely due to our lighting installation employees led by licensed and experienced electricians.

B. Construction Management Methodology

GPC's approach to energy services contracts with our customers relies heavily on our Quality Control System. Our Quality Control System begins once GPC becomes part of the Owner's Project Team. The control process continues into the contractor procurement phase, through the project engineering and document control phase, to the on-site day to day management of the construction operations, and finally, to building commissioning and timely closeout.

The advantage of GPC's detailed Quality Control System process is that the scope, quality, schedule, and cost of a project are managed throughout the design and construction process. The result is a project that is completed on time, within budget and achieves the level of quality and customer satisfaction that are desired.

1) Pre-construction Phase

The Project Control process begins with pre-construction. It is GPC's belief that the most important phase of a construction project is pre-construction. If a project is properly planned and budgeted during pre-construction, construction and the overall project will be a success. We achieve this success by combining our construction expertise with our estimating capabilities and knowledge of the market, to produce complete and meaningful budgets initially and throughout the pre-construction process. ACCgov's participation is crucial to our project's success. In addition to preparing budgets, we draw on all of GPC's resources to provide phasing plans, material availability studies, logistics plans, and construction schedules. All these items are important aspects of the pre-construction phase to help completely define the project and the team's goals. The estimate formats, as well as all our project control tools, can be customized to meet your cost control requirements.

2) Project Planning

GPC will produce a master schedule outlining all tasks including the design process, purchasing, construction, owner beneficial usage and project closeout. The schedule will be reviewed and approved by the Team that establishes a baseline to compare actual vs. planned progress of the Project. Creating and maintaining this comprehensive Project Team Schedule eliminates any potential for miscommunication across disciplines.

Also, during the pre-construction process we will be working with your team on the selection of subcontractors for your review and approval. We strive to use local subcontractors (and local retail suppliers) with which you prefer to do business and/or with which energy solutions has had success in past performance with our company.

Every construction project is a dynamic and unique endeavor. As such, there are many site-specific issues that must be identified and resolved prior to actual start of construction. GPC will create a logistic plan which addresses site security, public safety, movement of manpower and material (both horizontally and vertically) and utility tie-ins. This preplanning allows the construction to flow smoothly from the start and ensures that the public is always protected.

3) Safety

GPC maintains an active Safety Program. The company's Safety Coordinator has responsibility for providing staff assistance in the development of safety programs and the means of monitoring their success. The Safety Coordinator administers the Safety Program by developing a plan that emphasizes responsibility at the jobsite level through the Project Manager. The local plans include:

- The responsibility of the Project Manager is to administer the Safety Program for the individual project.
- The establishment of Safety Programs for each job including the in-depth organization of job staff to assure total participation.
- Periodic safety inspections by the Project Manager and Project Superintendent, to monitor compliance with the established program.
- Full responsibility for compliance with Federal, State and Local Government safety standards and with GPC's safety policies.

4) Construction Phase

GPC's Project Control System continues in the construction phase with the focus on purchasing, scheduling, engineering, quality assurance/quality control (QA/QC) and safety. As the transition is made from design to actual construction, the working knowledge that GPC staff has obtained during the pre-construction phase will be put to good use.

5) Scheduling

GPC's scheduling philosophy is quite simple. Every event in the construction process needs to be well thought out, planned, coordinated with ACCgov and scheduled. The scheduling process starts with the planning of the pre-construction phase. This process allows all parties to identify their needs relative to the pre-construction effort. The objective of this schedule is to identify the events to take place during pre-construction and to monitor the progress of those events that led up to a scheduled start of construction.

During the Pre-construction Phase, the Project Manager assumes responsibility for preparing a 'Project Schedule', which identifies the key construction elements of the project, defines interrelationships among the various contractors, and identifies major phases of work. This 'Project Schedule' will generally be in the form of Microsoft Project and identified as a Preliminary Construction Schedule.

GPC uses Microsoft Project 2021 as our scheduling tool. This PC based program enables our project team to prepare schedules that are easy to read, analyze and update. The project schedule is set up in an easy-to-understand format - outlining the scheduled work tasks and project milestones. It also allows the user to place job related information in the schedule.

Each project schedule is initially prepared as a team effort involving the analysis and coordination not only of the actual construction process, but also of phasing requirements, pre-construction functions, design deliverable dates, trade contractor purchasing, long lead items and ACCgov beneficial usage/acceptance (design, procurement, fabrication, delivery and installation). The detail of the project schedule must be sufficient to allow effective management at the field level while at the same time allowing enough latitude so that day-to-day decisions do not affect the logic of the overall schedule.

The schedule will be discussed at all project meetings to compare progress with the initial schedule. Any slippage will be analyzed with respect to its effect on the overall schedule, or on major milestones. Recovery plans, if necessary, will be proposed and incorporated into an updated schedule. This schedule will provide a detailed explanation of the activities which must occur so that occupancy of specific areas can be achieved.

The GPC Project Superintendent manages the day-to-day construction activities on a project with a two week look ahead schedule. This highly detailed schedule is easy to understand and is an excellent tool for planning work in specific areas of a project. This form of schedule is used to help the subcontractor foremen plan their daily and weekly activities.

6) Project Closeout

1. Punch List

Throughout the project duration, GPC will prepare an "items to complete" list prior to the formal punch list that includes any incomplete or unsatisfactory items our team finds and provides a schedule for their completion. Only after the "items to complete" list is finished will GPC request the formal punch list from the Design Team. This will save valuable time and eliminate frustration usually associated with the punch list work.

2. Commissioning Phase

Building commissioning is the third and final phase of our services. During this phase we will prepare the building for final inspection, assist with any logistical issues concerning your move-in, provide training for ACCgov's maintenance staff and finalize all paperwork necessary to "close the books" on the project.

3. Final Inspection

After GPC has ascertained the project to be completed and all deficiencies have been corrected, ACCgov inspection will be scheduled to inspect the project for final acceptance.

4. Closeout Documents

After ACCgov has accepted the project and a substantial completion date has been established, GPC will provide ACCgov with all final submittals, manufacturer's operating standards, and owner's manuals on major equipment items.

5. Training

GPC believes that training of the day-to-day operators is critical for the success of any energy savings project. GPC will provide complete training resources for ACCgov on all installed equipment. Typically, we bring in the manufacturer's representatives on each installed piece of equipment to demonstrate and present the best way to operate their equipment. This training can take place at ACCgov or at the GPC Customer Resource Center in Atlanta, GA.

GPC will train the staff on additional ways to save energy including behavior modification. This will help both ACCgov and GPC promote energy conservation throughout the district and help make our program a success.

7) Guarantee of Work/Warranties

All work performed by GPC will be guaranteed against defects in materials and workmanship for one year from the date of ACCgov's acceptance, except where specified for longer periods. GPC is often able to secure longer equipment warranties on mechanical equipment in our customer's behalf. In the event longer warranties can be secured, these warranties will be offered to ACCgov along with any incremental price information. Additional warranties beyond the one-year term are directly from the manufacturer to ACCgov.

SECTION 10 CONTRACTOR PROVIDED EQUIPMENT

Provide a list of equipment and supplies needed to perform the Services.

For this type of installation (type B tubes), "supplies" would include wire nuts, tombstones (lamp holders), zip ties, tape, screws/misc. hardware. For cleanup/disposal, there would be recycling boxes, tape, brooms, dustpans, dustmops, vacuums, microfiber clothes, possibly cleaner, and carts/garbage cans.

"Tools" would include amp meter, light meter, gloves, drill, drill bits, impact driver, impact driver bits, Sawzall, blades, screw drivers, nut drivers, wire cutters, wire strippers, pliers, channel locks, wrenches, sockets, levels, hammer, hand saw(s), knife/box cutter, non-contact voltage tester, headlamp, tape measurer, and tool belt/pouches. They would not need all of that for a type B retrofit, but might need any of it to install new fixtures (or replace fixtures), fix lighting or electrical issues, repair fixture hanging, etc. Our crew leads would have iPads (usually) for scope and progress.

"Equipment" would include ladders, lifts (scissor and/or boom as needed), trucks, forklifts as required, storage containers and trash/recycling dumpsters.

SECTION 11 OTHER RELEVANT INFORMATION

Include any other relevant information concerning the project in this section.

A. Rebates and Incentives

GPC has several programs that have been approved by the Georgia Public Service Commission to incent our customers to make investments in energy efficiency improvements. These programs are referred to as Demand Side Management (DSM) Rebates or more commonly known as "Energy Efficiency Rebates". The application process for the Energy Efficient rebates is typically performed by the building owner and can be a cumbersome task for most owners. If selected, Georgia Power will coordinate all aspects of the rebate process – including entering the customer application and facilitate the rebate process for the ACCgov for applicable rebates from GPC. The effort required by ACCgov will be minimized significantly by the Energy Services team. The actual rebate amounts could be significant with the LED lighting upgrades proposed in our program.

Rebate Team

GPC has identified a team of dedicated professionals to ensure the rebates are processed efficiently. This team will validate the scope installed and verify the energy reductions to ensure ACCgov receives the maximum rebate.

Amy Humphries, Georgia Power Energy Efficiency Representative
Kyle Williamson, ICF Representative

School District	GPC Rebates
Cobb County Schools – Phase 1 & 2	$500,000+
Savannah Chatham County Public Schools	$650,000+
Gainesville City Schools	$100,000+
Barrow County Government	$30,000+
Floyd County Government	$40,000+

B. Customer Base Load Reduction Experience

Georgia Power Energy Services has unmatched experience in reducing the Customer Base Load (CBL) for facilities based on energy reduction projects. We will work with Nathan Bartlett, Key Account Manager for ACCgov and work with our pricing and rates department to validate the energy reductions to lower the Customer Base Load to lock in the energy savings.

Required Process

- Contact Georgia Power Key Account Manager
- Verify the energy reductions on a per fixture basis
- Confirm the number and quantity of fixtures installed
- Calculate the CBL demand (kW) and Kilowatt hour (kWh) reductions
- GPC CBL rate reduction contract based on verified reductions
- Contract signing and GPC reduction.

CBL Reduction Experience

- Unmatched experience in CBL reductions
- Over 100 facilities/meters completed
- Over 5,000,000 kwh in energy reductions
- Annual Savings of over $1,000,000

Customer	Building	CBL Reduction	Energy Savings
Cobb County Schools, Marietta, GA	McEachern High School	1,421,844 kWh	$139,341
Floyd County Government, Rome, GA	Law Enforcement Building	420,580	$35,329
Clarke County Schools, Athens, GA	Cedar Shoals High School	319,661	$19,503

APPENDIX A PROPOSED SCHEDULE

Implementation is expected to take 12 weeks from the contract execution.

Athens Clark Jail
Preliminary LED Lighting Installation Schedule

Weeks		1	2	3	4	5	6	7	8	9	10	11	12
ATP													
Preconstruction Meetings													
MaterialL Procurement													
Project Installation													
Punchlist and Project Closeout													

Assumptions
Work Hours are M-F 9-5
Material will be stored onsite

Planned	
Actual	

APPENDIX B LIGHTING LINE BY LINE

APPENDIX C PROPOSED EQUIPMENT CUT SHEETS

Thank you for considering our proposal. We look forward to working with you in the future.

Georgia Power Company
Matthew Otani
Solution Sales Executive
241 Ralph McGill Blvd. NE, Atlanta, GA 30308
Phone: 404-330.4538 | mmotani@southernco.com

Georgia Power

Location	Area	Room	Burn	Qty	Fixture	Fixture Attributes	kW	kW Total	kWh	Action	Proposed	Qty	kW New	kWh New	Total kW Saved	Total kWh Saved	Total Saved $
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6570	28	F-F32T8-3	Troffer-2x4-Prismatic-Recessed	0.089	2.492	16,372	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	28	0.882	5,794.74	1.610	10,577.70	$713.99
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6570	20	F-F32T8-3	Troffer-2x4-Prismatic-Recessed-BBU	0.089	1.78	11,695	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	20	0.630	4,139.10	1.150	7,555.50	$510.00
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6570	48	F-F32T8-4	Security-4ft-NL1x5watt CFL-Surface	0.112	5.376	35,320	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	48	2.016	13,245.12	3.360	22,075.20	$1,490.08
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6570	48	F-F32T8-3	High Abuse-4ft-Prismatic-Surface	0.089	4.272	28,067	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	48	1.512	9,933.84	2.760	18,133.20	$1,223.99
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6570	19	F-F32T8-3	High Abuse-4ft-Prismatic-Surface-BBU	0.089	1.691	11,110	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	19	0.599	3,932.15	1.093	7,177.73	$484.50
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6205	19	CFL-CF26W-2	1ftx1ft-Plug-in 4 Pin Horizontal-Frosted-Surface	0.052	0.988	6,131	Do Nothing		19	0.988	6,130.54	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6570	4	MH-MH250	2ftx2ft-Mogul-Prismatic-Surface	0.250	1	6,570	Retrofit	Screw In - 45W Keystone LED Lamp Medium / mogul ada	4	0.180	1,182.60	0.820	5,387.40	$363.65
Athens-Clarke Co Jail	EL-4.01	Offices and Jail Holds	6570	7	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.413	2,713	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	7	0.147	965.79	0.266	1,747.62	$117.96
Athens-Clarke Co Jail	EL-4.01	Exterior Wall	4680	10	CFL-CF42W-1	Wallpack-Plug-in 4 Pin Horizontal-Clear-Wall	0.042	0.42	1,966	Do Nothing		10	0.420	1,965.60	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	Exterior Wall	4680	6	MH-MH250	Wallpack LNC-Mogul-Clear-Wall	0.250	1.5	7,020	Do Nothing		6	1.500	7,020.00	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	Exterior Wall	4680	2	MH-MH250	Wallpack LNC-Mogul-Clear-Wall-BBU	0.250	0.5	2,340	Do Nothing		2	0.500	2,340.00	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	12	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.708	6,202	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	12	0.252	2,207.52	0.456	3,994.56	$269.63
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	39	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	1.17	10,249	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	39	0.819	7,174.44	0.351	3,074.76	$207.55
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	15	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.885	7,753	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	15	0.315	2,759.40	0.570	4,993.20	$337.04
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	31	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.93	8,147	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	31	0.651	5,702.76	0.279	2,444.04	$164.97
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	4680	5	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.95	4,446	Do Nothing		5	0.950	4,446.00	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	3	F-F32T8-3	Troffer-2x4-Double Lens-Surface-BBU	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	10	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.89	7,796	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	10	0.315	2,759.40	0.575	5,037.00	$340.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	2	CFL-CF26W-1	6-in Can-Plug-in 4 Pin Horizontal-Recessed-BBU	0.026	0.052	456	Do Nothing		2	0.052	455.52	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	6	CFL-CF26W-1	6-in Can-Plug-in 4 Pin Horizontal-Recessed	0.026	0.156	1,367	Do Nothing		6	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	2	CFL-CF26W-1	6-in Can-Plug-in 4 Pin Horizontal-Shower	0.026	0.052	456	Do Nothing		2	0.052	455.52	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation Lighting	8760	43	F-F32T8-2	Strip-4ft-None-Surface	0.059	2.537	22,224	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	43	0.903	7,910.28	1.634	14,313.84	$966.18
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation ABANDONED	8760	3	F-F32T8-4	Troffer-2x4-Center Basket-Surface	0.112	0.336	2,943	Do Nothing		3	0.336	2,943.36	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation ABANDONED	8760	2	UFL-FU32T8/U6-2	Troffer-2x2-Prismatic-Recessed	0.059	0.118	1,034	Do Nothing		2	0.118	1,033.68	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation ABANDONED	8760	39	F-F32T8-4	Troffer-2x4-Prismatic-Recessed	0.112	4.368	38,264	Do Nothing		39	4.368	38,263.68	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation ABANDONED	8760	23	F-F32T8-4	Troffer-2x4-Plaste-Recessed	0.112	2.576	22,566	Do Nothing		23	2.576	22,565.76	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.01	1st fl Training Renovation ABANDONED	8760	40	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	3.56	31,186	Do Nothing		40	3.560	31,185.60	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.02	Offices and Jail Holds	6570	26	F-F32T8-2	Strip-4ft-None-Surface	0.059	1.534	10,078	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	26	0.546	3,587.22	0.988	6,491.16	$438.15
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Renovation Lighting	8760	7	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.623	5,457	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	7	0.221	1,931.58	0.403	3,525.90	$238.00
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Renovation Lighting	8760	8	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.712	6,237	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	8	0.252	2,207.52	0.460	4,029.60	$272.00
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Renovation Lighting	8760	10	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.89	7,796	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	10	0.315	2,759.40	0.575	5,037.00	$340.00
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Renovation Lighting	8760	10	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.89	7,796	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	10	0.315	2,759.40	0.575	5,037.00	$340.00
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Renovation Lighting	8760	2	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Renovation Lighting	4680	2	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.38	1,778	Do Nothing		2	0.380	1,778.40	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Maintenance Storage	8760	30	F-F32T8-2	Vapor Tight-4ft-OLD-Surface	0.059	1.77	15,505	Do Nothing		30	1.770	15,505.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Maintenance Storage	8760	1	CFL-CF42W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Surface	0.084	0.084	736	Do Nothing		1	0.084	735.84	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.02	1st fl Existing Kitchen Maintenance Storage	8760	1	F-F20T12-2	Vanity-2ft-Surface	0.051	0.051	447	Do Nothing		1	0.051	446.76	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing Renovation Lighting	8760	21	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.869	16,372	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	21	0.662	5,794.74	1.208	10,577.70	$713.99
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing Renovation Lighting	8760	10	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.89	7,796	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	10	0.315	2,759.40	0.575	5,037.00	$340.00
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing Renovation Lighting	8760	2	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.06	526	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.018	157.68	$10.64
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing Renovation Lighting	8760	2	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing Renovation Lighting	8760	2	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing Renovation Lighting	8760	4	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.236	2,067	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	4	0.084	735.84	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	6570	56	MH-MH250-1	Box-Mogul-Clear-Surface	0.295	16.52	108,536	Replace	Screw In - 45W Keystone LED Lamp Medium / mogul ada	56	2.520	16,556.40	14.000	91,980.00	$6,208.65
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	8760	96	F-F32T8-4	Troffer-2x4-Security-Surface	0.112	10.752	94,188	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	96	4.032	35,320.32	6.720	58,867.20	$3,973.54
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	6570	72	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	6.408	56,134	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	72	2.268	19,867.68	4.140	36,266.40	$2,447.98
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	6570	48	F-F32T8-4	Troffer-2x4-Security-Surface	0.112	5.376	35,320	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	48	2.016	13,245.12	3.360	22,075.20	$1,490.08
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	6570	48	F-F17T8-2	Corner-2ft-NL-Surface	0.033	1.584	10,407	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	48	0.672	4,415.04	0.912	5,991.84	$404.45
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	8760	12	F-F17T8-2	Troffer-2x2-Prismatic-Surface	0.033	0.396	3,469	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	12	0.168	1,471.68	0.228	1,997.28	$134.82
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	8760	24	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	2.136	18,711	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	24	0.756	6,622.56	1.380	12,088.80	$815.99
Athens-Clarke Co Jail	EL-4.03	1st fl Radial Housing WASNT INCLUDED	8760	12	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.068	9,356	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	12	0.378	3,311.28	0.690	6,044.40	$408.00
Athens-Clarke Co Jail	EL-4.04	Mezz fl Radial Housing Renovation Lighting	8760	18	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.602	14,034	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	18	0.567	4,966.92	1.035	9,066.60	$612.00
Athens-Clarke Co Jail	EL-4.04	Mezz fl Radial Housing Renovation Lighting	8760	7	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.623	5,457	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	7	0.221	1,931.58	0.403	3,525.90	$238.00
Athens-Clarke Co Jail	EL-4.04	Mezz fl Radial Housing Renovation Lighting	8760	6	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	0.672	5,887	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	6	0.252	2,207.52	0.420	3,679.20	$248.35
Athens-Clarke Co Jail	EL-4.04	Mezz fl Radial Housing Renovation Lighting	8760	2	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.04	Mezz fl Radial Housing Renovation Lighting	8760	2	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.04	Mezz fl Radial Housing Renovation Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.05	1st fl Dorms 6 and 8 Lighting	8760	4	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.05	1st fl Dorms 6 and 8 Lighting	8760	4	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	8760	13	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.157	10,135	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	13	0.410	3,587.22	0.748	6,548.10	$442.00
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	8760	7	F-F32T8-3	Troffer-2x4-Double Lens-Surface	0.089	0.623	5,457	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	7	0.221	1,931.58	0.403	3,525.90	$238.00
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	6570	6	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.534	3,508	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	6	0.189	1,241.73	0.345	2,266.65	$153.00
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	8760	8	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.472	4,135	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	8	0.168	1,471.68	0.304	2,663.04	$179.76
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.06	1st fl Dorm 7 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	6570	10	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.89	5,847	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	10	0.315	2,069.55	0.575	3,777.75	$255.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	6	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.534	4,678	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	6	0.189	1,655.64	0.345	3,022.20	$204.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	13	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	1.456	12,755	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	13	0.546	4,782.96	0.910	7,971.60	$538.08
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	5	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.445	3,898	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	5	0.158	1,379.70	0.288	2,518.50	$170.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	4	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.12	1,051	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	4	0.084	735.84	0.036	315.36	$21.29
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	4	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.236	2,067	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	4	0.084	735.84	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	7	F-F32T8-3	Troffer-2x4-Double Lens-Surface	0.089	0.623	5,457	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	7	0.221	1,931.58	0.403	3,525.90	$238.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	4680	2	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.38	1,778	Do Nothing		2	0.380	1,778.40	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	4680	7	MH-MH150-1	Wallpack LNC-Medium-Clear-Wall	0.190	1.33	6,224	Do Nothing		7	1.330	6,224.40	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.07	Mezz fl Dorm 7 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	6570	4	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.356	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	827.82	0.230	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	2	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	7	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.21	1,840	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	7	0.147	1,287.72	0.063	551.88	$37.25
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	19	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.691	14,813	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	19	0.599	5,242.86	1.093	9,570.30	$646.00
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	2	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	6	F-F32T8-3	Troffer-2x4-Double Lens-Surface	0.089	0.534	4,678	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	6	0.189	1,655.64	0.345	3,022.20	$204.00
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	2	F-F32T8-2	Troffer-2x4-Prismatic-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	3	F-F32T8-1	Strip-4ft-None-Surface	0.031	0.093	815	Retrofit	4FT T8 10.5W LED Tube x 1 / Type B / 5000K	3	0.032	275.94	0.062	538.74	$36.36
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	2	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.08	1st fl Dorm 5 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	7	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.21	1,840	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	7	0.147	1,287.72	0.063	551.88	$37.25
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	15	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.335	11,695	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	15	0.473	4,139.10	0.863	7,555.50	$510.00
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	1	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.059	517	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	1	0.021	183.96	0.038	332.88	$22.47
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5

Location	Area	Room	Burn	Qty	Fixture	Fixture Attributes	kW	kW Total	kWh	Action	Proposed	Qty	kW New	kWh New	Total kW Saved	Total kWh Saved	Total Saved $
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	6570	17	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	1.513	9,940	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	17	0.536	3,518.24	0.978	6,422.18	$433.50
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	9	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.801	7,017	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	9	0.284	2,483.46	0.518	4,533.30	$306.00
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	2	F-F32T8-2	Troffer-2x4-Prismatic-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	18	F-F32T8-3	Troffer-2x4-Double Lens-Surface	0.089	1.602	14,034	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	18	0.567	4,966.92	1.035	9,066.60	$612.00
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	2	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	10	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.59	5,168	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	10	0.210	1,839.60	0.380	3,328.80	$224.69
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	9	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.27	2,365	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	9	0.189	1,655.64	0.081	709.56	$47.90
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	1	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	0.112	981	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	1	0.042	367.92	0.070	613.20	$41.39
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Clear-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.09	Mezz floor Dorm 5 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	13	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.157	10,135	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	13	0.410	3,587.22	0.748	6,548.10	$442.00
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	1	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.059	517	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	1	0.021	183.96	0.038	332.88	$22.47
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	2	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	0.224	1,962	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	2	0.084	735.84	0.140	1,226.40	$82.78
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	9	F-F32T8-3	Troffer-2x4-Double Lens-Surface	0.089	0.801	7,017	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	9	0.284	2,483.46	0.518	4,533.30	$306.00
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	5	F-F32T8-1	Strip-4ft-None-Surface	0.031	0.155	1,358	Retrofit	4FT T8 10.5W LED Tube x 1 / Type B / 5000K	5	0.053	459.90	0.103	897.90	$60.61
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	11	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.649	5,685	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	11	0.231	2,023.56	0.418	3,661.68	$247.16
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	6570	4	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.356	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	827.82	0.230	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	2	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.10	1st fl Dorm 4 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	17	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	1.904	16,679	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	17	0.714	6,254.64	1.190	10,424.40	$703.65
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	2	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	6570	11	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.979	6,432	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	11	0.347	2,276.51	0.633	4,155.53	$280.50
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	5	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.445	3,898	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	5	0.158	1,379.70	0.288	2,518.50	$170.00
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	9	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	1.008	8,830	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	9	0.378	3,311.28	0.630	5,518.80	$372.52
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	10	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.3	2,628	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	10	0.210	1,839.60	0.090	788.40	$53.22
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	9	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.531	4,652	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	9	0.189	1,655.64	0.342	2,995.92	$202.22
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Clear-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	11	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.649	5,685	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	11	0.231	2,023.56	0.418	3,661.68	$247.16
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	6570	4	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.356	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	827.82	0.230	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	2	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.11	Mezz floor Dorm 4 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	6570	16	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.424	9,356	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	16	0.504	3,311.28	0.920	6,044.40	$408.00
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	8760	14	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.826	7,236	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	14	0.294	2,575.44	0.532	4,660.32	$314.57
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	8760	2	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	0.224	1,962	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	2	0.084	735.84	0.140	1,226.40	$82.78
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	8760	1	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.059	517	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	1	0.021	183.96	0.038	332.88	$22.47
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	8760	3	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	8760	3	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	4680	2	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.38	1,778	Do Nothing		2	0.380	1,778.40	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	6570	4	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.356	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	827.82	0.230	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.12	1st fl Housing 2 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	4	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	1	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.059	517	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	1	0.021	183.96	0.038	332.88	$22.47
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	11	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	1.232	10,792	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	11	0.462	4,047.12	0.770	6,745.20	$455.30
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	6570	20	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.78	11,695	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	20	0.630	4,139.10	1.150	7,555.50	$510.00
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	11	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.649	5,685	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	11	0.231	2,023.56	0.418	3,661.68	$247.16
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	6570	12	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	1.068	7,017	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	12	0.378	2,483.46	0.690	4,533.30	$306.00
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	4	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	4	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	3	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.13	Mezz fl Housing 2 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.14	1st fl Housing 3 Lighting	8760	13	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.157	10,135	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	13	0.410	3,587.22	0.748	6,548.10	$442.00
Athens-Clarke Co Jail	EL-4.14	1st fl Housing 3 Lighting	6570	15	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.335	8,771	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	15	0.473	3,104.33	0.863	5,666.63	$382.50
Athens-Clarke Co Jail	EL-4.14	1st fl Housing 3 Lighting	8760	3	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	0.336	2,943	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	3	0.126	1,103.76	0.210	1,839.60	$124.17
Athens-Clarke Co Jail	EL-4.14	1st fl Housing 3 Lighting	8760	3	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.177	1,551	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	3	0.063	551.88	0.114	998.64	$67.41
Athens-Clarke Co Jail	EL-4.14	1st fl Housing 3 Lighting	8760	3	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.09	788	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	3	0.063	551.88	0.027	236.52	$15.97
Athens-Clarke Co Jail	EL-4.14	1st fl Housing 3 Lighting	8760	2	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.104	911	Do Nothing		2	0.104	911.04	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	5	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.445	3,898	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	5	0.158	1,379.70	0.288	2,518.50	$170.00
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	16	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	1.792	15,698	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	16	0.672	5,886.72	1.120	9,811.20	$662.26
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	6570	20	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.78	11,695	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	20	0.630	4,139.10	1.150	7,555.50	$510.00
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	9	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.531	4,652	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	9	0.189	1,655.64	0.342	2,995.92	$202.22
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	6570	10	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.89	5,847	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	10	0.315	2,069.55	0.575	3,777.75	$255.00
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	6	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.534	4,678	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	6	0.189	1,655.64	0.345	3,022.20	$204.00
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	3	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.09	788	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	3	0.063	551.88	0.027	236.52	$15.97
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	9	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.27	2,365	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	9	0.189	1,655.64	0.081	709.56	$47.90
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	11	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.649	5,685	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	11	0.231	2,023.56	0.418	3,661.68	$247.16
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.15	Mezz fl Housing 3 Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.16	1st fl Housing 1 Lighting	6570	16	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.424	9,356	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	16	0.504	3,311.28	0.920	6,044.40	$408.00
Athens-Clarke Co Jail	EL-4.16	1st fl Housing 1 Lighting	8760	13	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.767	6,719	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	13	0.273	2,391.48	0.494	4,327.44	$292.10
Athens-Clarke Co Jail	EL-4.16	1st fl Housing 1 Lighting	8760	12	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.068	9,356	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	12	0.378	3,311.28	0.690	6,044.40	$408.00
Athens-Clarke Co Jail	EL-4.16	1st fl Housing 1 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.16	1st fl Housing 1 Lighting	8760	2	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.104	911	Do Nothing		2	0.104	911.04	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	6570	20	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.78	11,695	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	20	0.630	4,139.10	1.150	7,555.50	$510.00
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	6570	10	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.89	5,847	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	10	0.315	2,069.55	0.575	3,777.75	$255.00
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	8760	6	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.534	4,678	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	6	0.189	1,655.64	0.345	3,022.20	$204.00
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	8760	1	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.059	517	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	1	0.021	183.96	0.038	332.88	$22.47
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	8760	13	F-F32T8-4	Troffer-2x4-Double Lens-Surface	0.112	1.456	12,755	Retrofit	4FT T8 10.5W LED Tube x 4 / Type B / 5000K	13	0.546	4,782.96	0.910	7,971.60	$538.08
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	8760	5	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.15	1,314	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	5	0.105	919.80	0.045	394.20	$26.61
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	8760	4	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.236	2,067	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	4	0.084	735.84	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	8760	3	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.17	Mezz fl Housing 1 Lighting	8760	2	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.104	911	Do Nothing		2	0.104	911.04	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.18	1st fl Housing 11 A B C Lighting	6570	36	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	3.204	21,050	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	36	1.134	7,450.38	2.070	13,599.90	$917.99
Athens-Clarke Co Jail	EL-4.18	1st fl Housing 11 A B C Lighting	8760	13	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.767	6,719	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	13	0.273	2,391.48	0.494	4,327.44	$292.10
Athens-Clarke Co Jail	EL-4.18	1st fl Housing 11 A B C Lighting	4680	8	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	1.52	7,114	Do Nothing		8	1.520	7,113.60	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.18	1st fl Housing 11 A B C Lighting	8760	9	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.27	2,365	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	9	0.189	1,655.64	0.081	709.56	$47.90
Athens-Clarke Co Jail	EL-4.18	1st fl Housing 11 A B C Lighting	8760	7	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.413	3,618	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	7	0.147	1,287.72	0.266	2,330.16	$157.29
Athens-Clarke Co Jail	EL-4.18	1st fl Housing 11 A B C Lighting	8760	6	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.312	2,733	Do Nothing		6	0.312	2,733.12	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.18	1st fl Housing 11 A B C Lighting	8760	4	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	4	0.126	1,103.76	0.230	2,014.80	$

Location	Area	Room	Burn	Qty	Fixture	Fixture Attributes	kW	kW Total	kWh	Action	Proposed	Qty	kW New	kWh New	Total kW Saved	Total kWh Saved	Total Saved $
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	8760	12	F-F32T8-2	Troffer-1x4-Double Lens-Surface	0.059	0.708	6,202	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	12	0.252	2,207.52	0.456	3,994.56	$269.63
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	6570	27	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	2.403	15,788	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	27	0.851	5,587.79	1.553	10,199.93	$688.49
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	8760	11	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.979	8,576	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	11	0.347	3,035.34	0.633	5,540.70	$374.00
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	4680	3	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.57	2,668	Do Nothing		3	0.570	2,667.60	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	8760	3	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.156	1,367	Do Nothing		3	0.156	1,366.56	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	8760	3	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.177	1,551	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	3	0.063	551.88	0.114	998.64	$67.41
Athens-Clarke Co Jail	EL-4.19	Mezz fl Housing 11 A B C Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.20	1st fl Housing 11 D E F Lighting	6570	20	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.78	11,695	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	20	0.630	4,139.10	1.150	7,555.50	$510.00
Athens-Clarke Co Jail	EL-4.20	1st fl Housing 11 D E F Lighting	6570	9	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.801	5,263	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	9	0.284	1,862.60	0.518	3,399.98	$229.50
Athens-Clarke Co Jail	EL-4.20	1st fl Housing 11 D E F Lighting	8760	6	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.534	4,678	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	6	0.189	1,655.64	0.345	3,022.20	$204.00
Athens-Clarke Co Jail	EL-4.20	1st fl Housing 11 D E F Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.20	1st fl Housing 11 D E F Lighting	4680	4	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.76	3,557	Do Nothing		4	0.760	3,556.80	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.20	1st fl Housing 11 D E F Lighting	8760	4	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.236	2,067	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	4	0.084	735.84	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.21	Mezz fl Housing 11 D E F Lighting	6570	18	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	1.602	10,525	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	18	0.567	3,725.19	1.035	6,799.95	$459.00
Athens-Clarke Co Jail	EL-4.21	Mezz fl Housing 11 D E F Lighting	8760	9	F-F32T8-2	Troffer-1x4-Double Lens-Surface	0.059	0.531	4,652	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	9	0.189	1,655.64	0.342	2,995.92	$202.22
Athens-Clarke Co Jail	EL-4.21	Mezz fl Housing 11 D E F Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.21	Mezz fl Housing 11 D E F Lighting	6570	34	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	3.026	19,881	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	34	1.071	7,036.47	1.955	12,844.35	$866.99
Athens-Clarke Co Jail	EL-4.21	Mezz fl Housing 11 D E F Lighting	8760	13	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	1.157	10,135	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	13	0.410	3,587.22	0.748	6,548.10	$442.00
Athens-Clarke Co Jail	EL-4.21	Mezz fl Housing 11 D E F Lighting	4680	4	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.76	3,557	Do Nothing		4	0.760	3,556.80	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.21	Mezz fl Housing 11 D E F Lighting	8760	4	CFL-CF26W-2	Drum-Plug-in 4 Pin Horizontal-Frosted-Shower	0.052	0.208	1,822	Do Nothing		4	0.208	1,822.08	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	5	F-F32T8-1	Strip-4ft-None-Surface	0.031	0.155	1,358	Retrofit	4FT T8 10.5W LED Tube x 1 / Type B / 5000K	5	0.053	459.90	0.103	897.90	$60.61
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	31	F-F32T8-2	Strip-4ft-None-Surface	0.059	1.829	16,022	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	31	0.651	5,702.76	1.178	10,319.28	$696.55
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	17	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.51	4,468	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	17	0.357	3,127.32	0.153	1,340.28	$90.47
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	10	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.59	5,168	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	10	0.210	1,839.60	0.380	3,328.80	$224.69
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	5	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.15	1,314	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	5	0.105	919.80	0.045	394.20	$26.61
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	9	F-F32T8-2	Troffer-2x4-Step Dim-Recessed	0.059	0.531	4,652	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	9	0.189	1,655.64	0.342	2,995.92	$202.22
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	2	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	3	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	10	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.59	5,168	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	10	0.210	1,839.60	0.380	3,328.80	$224.69
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.22	1st fl Support Area A Lighting	4680	5	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.95	4,446	Do Nothing		5	0.950	4,446.00	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	6	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.18	1,577	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	6	0.126	1,103.76	0.054	473.04	$31.93
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	18	F-F32T8-2	Strip-4ft-None-Surface	0.059	1.062	9,303	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	18	0.378	3,311.28	0.684	5,991.84	$404.45
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	19	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.57	4,993	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	19	0.399	3,495.24	0.171	1,497.96	$101.11
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	7	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.413	3,618	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	7	0.147	1,287.72	0.266	2,330.16	$157.29
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	17	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	1.513	13,254	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	17	0.536	4,690.98	0.978	8,562.90	$578.00
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	9	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.801	7,017	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	9	0.284	2,483.46	0.518	4,533.30	$306.00
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	4680	3	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.57	2,668	Do Nothing		3	0.570	2,667.60	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	11	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.979	8,576	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	11	0.347	3,035.34	0.633	5,540.70	$374.00
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	3	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.177	1,551	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	3	0.063	551.88	0.114	998.64	$67.41
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	2	F-F32T8-2	Troffer-2x4-Prismatic-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.23	1st fl Support Area B Lighting	8760	2	F-F25T8-2	Vanity-3ft-Surface	0.046	0.092	806	Retrofit	3FT T8 12W LED Tube x 2 / Type B / 5000K	2	0.048	420.48	0.044	385.44	$26.02
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	11	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.649	5,685	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	11	0.231	2,023.56	0.418	3,661.68	$247.16
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	33	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	2.937	25,728	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	33	1.040	9,106.02	1.898	16,622.10	$1,121.99
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	39	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	1.17	10,249	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	39	0.819	7,174.44	0.351	3,074.76	$207.55
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	27	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.81	7,096	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	27	0.567	4,966.92	0.243	2,128.68	$143.69
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	20	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	1.18	10,337	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	20	0.420	3,679.20	0.760	6,657.60	$449.39
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	1	F-F32T8-2	Troffer-2x4-Prismatic-Surface	0.059	0.059	517	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	1	0.021	183.96	0.038	332.88	$22.47
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	8	F-F17T8-2	Troffer-2x2-Prismatic-Recessed	0.033	0.264	2,313	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	8	0.112	981.12	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	3	F-F17T8-2	Troffer-2x2-Prismatic-Surface	0.033	0.099	867	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	3	0.042	367.92	0.057	499.32	$33.70
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	9	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.801	7,017	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	9	0.284	2,483.46	0.518	4,533.30	$306.00
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	3	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.24	1st fl Support Area C Lighting	8760	1	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	48	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	1.44	12,614	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	48	1.008	8,830.08	0.432	3,784.32	$255.44
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	14	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.826	7,236	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	14	0.294	2,575.44	0.532	4,660.32	$314.57
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	5	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.445	3,898	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	5	0.158	1,379.70	0.288	2,518.50	$170.00
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	3	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	4680	4	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.76	3,557	Do Nothing		4	0.760	3,556.80	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	19	F-F17T8-2	Troffer-2x2-Prismatic-Recessed	0.033	0.627	5,493	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	19	0.266	2,330.16	0.361	3,162.36	$213.46
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	12	F-F17T8-2	Troffer-2x2-Prismatic-Surface	0.033	0.396	3,469	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	12	0.168	1,471.68	0.228	1,997.28	$134.82
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	32	CFL-CF42W-1	6-in Can-Plug-in 4 Pin Vertical-Recessed	0.042	1.344	11,773	Do Nothing		32	1.344	11,773.44	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	3	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.177	1,551	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	3	0.063	551.88	0.114	998.64	$67.41
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.25	1st fl Support Area D Lighting	8760	2	F-F32T8-2	Troffer-2x4-Prismatic-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	13	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	1.157	10,135	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	13	0.410	3,587.22	0.748	6,548.10	$442.00
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	2	F-F32T8-2	Troffer-1x4-Prismatic-Surface	0.059	0.118	1,034	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.076	665.76	$44.94
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	13	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.767	6,719	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	13	0.273	2,391.48	0.494	4,327.44	$292.10
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	1	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.089	780	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	1	0.032	275.94	0.058	503.70	$34.00
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	4	F-F32T8-3	Troffer-2x4-Double Lens-Surface-BBU	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	16	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.48	4,205	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	16	0.336	2,943.36	0.144	1,261.44	$85.15
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	4	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.236	2,067	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	4	0.084	735.84	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	3	F-F17T8-2	Troffer-2x2-Prismatic-Recessed	0.033	0.099	867	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	3	0.042	367.92	0.057	499.32	$33.70
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	9	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.27	2,365	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	9	0.189	1,655.64	0.081	709.56	$47.90
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	8	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.472	4,135	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	8	0.168	1,471.68	0.304	2,663.04	$179.76
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	4680	2	MH-MH150-1	Wallpack LNC-Medium-Clear-Wall	0.190	0.38	1,778	Do Nothing		2	0.380	1,778.40	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	9	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.801	7,017	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	9	0.284	2,483.46	0.518	4,533.30	$306.00
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	3	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.26	1st fl Support Area E Lighting	8760	8	F-F32T8-2	Strip-4ft-None-Surface-BBU	0.059	0.472	4,135	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	8	0.168	1,471.68	0.304	2,663.04	$179.76
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	24	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	2.136	18,711	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	24	0.756	6,622.56	1.380	12,088.80	$815.99
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	2	F-F32T8-3	Troffer-1x4-Double Lens-Surface-BBU	0.089	0.178	1,559	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	2	0.063	551.88	0.115	1,007.40	$68.00
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	4	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	19	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.57	4,993	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	19	0.399	3,495.24	0.171	1,497.96	$101.11
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	8	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.472	4,135	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	8	0.168	1,471.68	0.304	2,663.04	$179.76
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	6	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.18	1,577	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	6	0.126	1,103.76	0.054	473.04	$31.93
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	5	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.295	2,584	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	5	0.105	919.80	0.190	1,664.40	$112.35
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	23	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed	0.089	2.047	17,932	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	23	0.725	6,346.62	1.323	11,585.10	$781.99
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	12	F-F32T8-3	Troffer-2x4-Flange Lens Frame-Recessed-BBU	0.089	1.068	9,356	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K / BBU	12	0.378	3,311.28	0.690	6,044.40	$408.00
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	3	F-F32T8-3	Troffer-1x4-Double Lens-Recessed	0.089	0.267	2,339	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	3	0.095	827.82	0.173	1,511.10	$102.00
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	4680	4	MH-MH150-1	Wallpack LNC-Medium-Clear-Wall	0.190	0.76	3,557	Do Nothing		4	0.760	3,556.80	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	18	LED-L25-1	4-in Can-*-Frosted-Recessed-*	0.025	0.45	3,942	Do Nothing		18	0.450	3,942.00	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.27	1st fl Support Area F Lighting	8760	8	F-F17T8-2	Troffer-2x2-Prismatic-Surface	0.033	0.264	2,313	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	8	0.112	981.12	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.28	1st fl Support Area G Lighting	8760	4	F-F32T8-3	Troffer-1x4-Double Lens-Surface	0.089	0.356	3,119	Retrofit	4FT T8 10.5W LED Tube x 3 / Type B / 5000K	4	0.126	1,103.76	0.230	2,014.80	$136.00
Athens-Clarke Co Jail	EL-4.28	1st fl Support Area G Lighting	8760	3	F-F32T8-2	Tro

Location	Area	Room	Burn	Qty	Fixture	Fixture Attributes	kW	kW Total	kWh	Action	Proposed	Qty	kW New	kWh New	Total kW Saved	Total kWh Saved	Total Saved $
Athens-Clarke Co Jail	EL-4.28	1st fl Support Area G Lighting	4680	8	MH-MH150-1	Square Can-Medium-Clear-Recessed	0.190	1.52	7,114	Do Nothing		8	1.520	7,113.60	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.28	1st fl Support Area G Lighting	4680	5	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.95	4,446	Do Nothing		5	0.950	4,446.00	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.29	1st fl Dorms 6 & 8 Lighting	4680	1	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.19	889	Do Nothing		1	0.190	889.20	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.37	B fl Central Plant Lighting	8760	27	F-F32T8-2	Strip-4ft-None-Surface	0.059	1.593	13,955	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	27	0.567	4,966.92	1.026	8,987.76	$606.67
Athens-Clarke Co Jail	EL-4.37	B fl Central Plant Lighting	8760	21	F-F32T8-2	Strip-4ft-None-Surface-BBU	0.059	1.239	10,854	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	21	0.441	3,863.16	0.798	6,990.48	$471.86
Athens-Clarke Co Jail	EL-4.37	B fl Central Plant Lighting	8760	2	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.06	526	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	2	0.042	367.92	0.018	157.68	$10.64
Athens-Clarke Co Jail	EL-4.37	B fl Central Plant Lighting	8760	4	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	0.236	2,067	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	4	0.084	735.84	0.152	1,331.52	$89.88
Athens-Clarke Co Jail	EL-4.37	B fl Central Plant Lighting	4680	4	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.76	3,557	Do Nothing		4	0.760	3,556.80	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.37	B fl Central Plant Lighting	4680	4	MH-MH150-1	Wallpack LNC-Medium-Quartz-Wall	0.190	0.76	3,557	Do Nothing		4	0.760	3,556.80	0.000	0.00	$0.00
Athens-Clarke Co Jail	EL-4.38	B fl Plan Lighting	8760	5	F-F32T8-2	Strip-4ft-None-Surface	0.059	0.295	2,584	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	5	0.105	919.80	0.190	1,664.40	$112.35
Athens-Clarke Co Jail	EL-4.38	B fl Plan Lighting	8760	25	LIN-LED-L15T8LED-2	Troffer-2X4-Prismatic-Recessed-*	0.030	0.75	6,570	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K	25	0.525	4,599.00	0.225	1,971.00	$133.04
Athens-Clarke Co Jail	EL-4.38	B fl Plan Lighting	8760	21	F-F32T8-2	Troffer-2x4-Prismatic-Recessed-BBU	0.059	1.239	10,854	Retrofit	4FT T8 10.5W LED Tube x 2 / Type B / 5000K / BBU	21	0.441	3,863.16	0.798	6,990.48	$471.86
Athens-Clarke Co Jail	EL-4.38	B fl Plan Lighting	8760	7	F-F17T8-2	Troffer-2x2-Prismatic-Surface	0.033	0.231	2,024	Retrofit	2FT T8 7W LED Tube x 2 / Type B / 5000K	7	0.098	858.48	0.133	1,165.08	$78.64
Athens-Clarke Co Jail	EL-4.38	B fl Plan Lighting	8760	2	F-F25T8-2	Vanity-3ft-Surface	0.046	0.092	806	Retrofit	3FT T8 12W LED Tube x 2 / Type B / 5000K	2	0.048	420.48	0.044	385.44	$26.02
Athens-Clarke Co Jail	ES-1.00	Site Lighting	4680	75	LED-L75-1	Flood-Clear-Pole	0.075	5.625	26,325	Do Nothing		75	5.625	26,325.00	0.000	0.00	$0.00

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10.5W 4FT T8 LED Tube DIR 5000K 1

12W 3FT T8 LED Tube DIR 5000K 4

7W 2FT T8 LED Tube DIR 5000K 7

LED Emergency Backup Driver 5W NO FLEX 10

45W corn cob screw in Medium Base Replacement for 175+W MH. Adjustable color and wattage. Larger than A23 12

SINCE 1945 KEYSTONE | DIRECT DRIVE DX2

SINGLE OR DOUBLE ENDED LINE VOLTAGE LED TUBES

KT-LED10.5T8-48G-850-DX2

T8 LED LAMP

DESCRIPTION

10.5W T8 LED | 5000K | >83 CRI | High Efficiency | Single or Double-ended Wiring

RoHS Compliant | 5 YEAR WARRANTY

LAMP TYPE: Linear
BULB TYPE: T8 LED
BASE TYPE: G13 (Medium Bi-Pin)
WATTAGE: 10.5W
COLOR TEMPERATURE: 5000K
COLOR RENDERING INDEX (CRI): >83
WARRANTY: 5 Years



PRODUCT FEATURES

- Replacement for Conventional Fluorescent Lamp
- Single or Double-Ended Wiring
- 50,000+ Hour Lifetime
- Approximately 40% More Energy Efficient that Standard F32T8 Lamps
- Environmentally Friendly: No Mercury Used
- Instant Startup
- DLC Listed
- Frosted Lens Eliminates Pixelation
- UL Classified
- Operating Temperature: -20ºC/-4ºF to 45ºC/113ºF
- Integral Driver (Isolated), Eliminates the Need for External Driver or Ballast
- 110+ Lumens per Watt

OPERATING SPECIFICATIONS

ELECTRICAL CHARACTERISTICS

Input Voltage	Power Consumption	Power Factor	Input Current
120-277Vac	~10.5W	>0.9	0.09A @ 120V 0.04A @ 277V

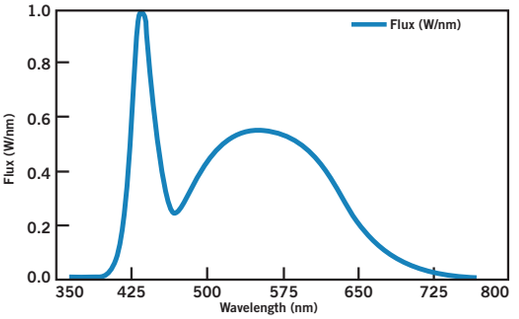
PHOTOMETRIC CHARACTERISTICS

Color Temperature (CCT)	5000K
Luminous Flux	1720 lm
Color Rendering Index (CRI)	>83
Efficacy	164 lm/W
Beam Angle	240º
Visible Light Area	325º

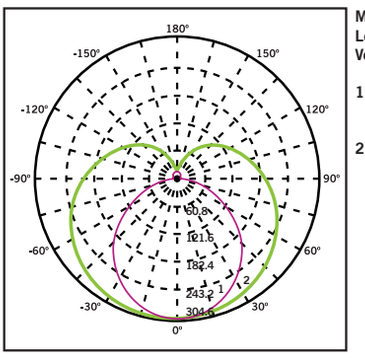
RATED LIFE

L70 (Hours)	50,000

SPECTRAL DISTRIBUTION



POLAR CANDELA DISTRIBUTION



Maximum Candela = 1248.55
Located at Horizontal Angle = 0,
Vertical Angle 0

1. **Violet** Vertical Plane through Horizontal Angles (90-270)
2. **Green** Vertical Plane through Horizontal Angles (0-180)

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Specifications subject to change. Last revised on 6.8.18

SINCE 1945 KEYSTONE | DIRECT DRIVE DX2

SINGLE OR DOUBLE ENDED LINE VOLTAGE LED TUBES

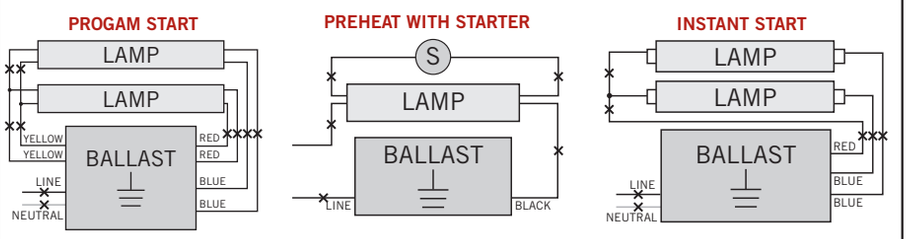
KT-LED10.5T8-48G-850-DX2

T8 LED LAMP

SINGLE-ENDED WIRING DIAGRAM

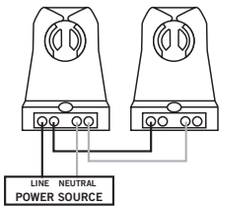
1. Cut all existing connections to ballast as shown below and remove ballast. See Figure A for typical ballast configurations. **Note: Single-ended wiring requires non-shunted lampholders.**

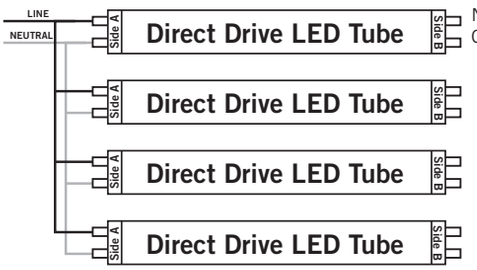
Figure A **Typical Ballast Configurations:**



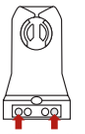
CAUTION: INSTANT START BALLASTS HAVE SHUNTED LAMPHOLDERS.

2. Re-wire fixture as shown below.





Typical Non-Shunted Lampholder



Connect wires directly to these terminals

CAUTION: For Single-ended wiring use only non-shunted lampholders.

For Single-ended wiring, do not install product in a fixture with shunted lampholders (found in all fixtures using instant start ballasts). If the current lampholders are shunted, remove them and replace them with non-shunted lampholders. Make new connections directly to terminals as indicated above.

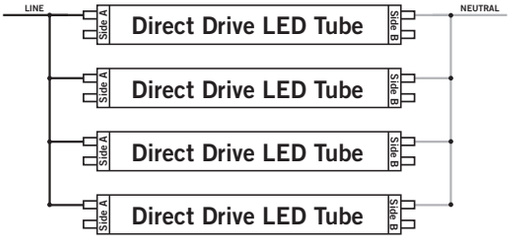
Keystone can provide any style replacement lampholders. Call us at 800-464-2680.

DOUBLE-ENDED WIRING DIAGRAM

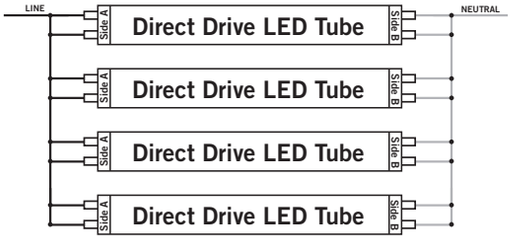
1. Cut all existing connections to ballast as shown below and remove ballast. See Figure A above for typical ballast configurations.
2. Re-wire fixture as shown below. For Double-ended wiring, use either shunted or nonshunted lampholders.

Note: There should not be any exposed wires at the end of installation.

Shunted Lampholders



Nonshunted Lampholders



Keystone Technologies • 1390 Welsh Road, North Wales, PA 19454 • Phone (800) 464-2680 • Fax (888) 966-0556 • **www.keystonetech.com**

Specifications subject to change. Last revised on 6.8.18

SINCE 1945 KEYSTONE | DIRECTDRIVE DX2

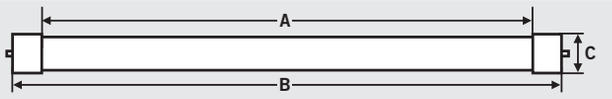
SINGLE OR DOUBLE ENDED LINE VOLTAGE LED TUBES

KT-LED10.5T8-48G-850-DX2

T8 LED LAMP

PHYSICAL CHARACTERISTICS

LAMP DIMENSIONS



A (Illuminated Length)	42.63”
B (Body Length)	47.15”
C (Diameter)	1.10”

NOMINAL LENGTH: 48” **BASE TYPE:** G13 (Medium Bi-Pin)

ORDERING INFORMATION

ORDER CODE	PACKAGING STYLE	PACK QTY.	ITEM STATUS
KT-LED10.5T8-48G-850-DX2-CP	Carton Pack (Egg Crate Packaging)	25	Quick Ship

CATALOG NUMBER BREAKDOWN

KT-LED10.5T8-48G-850-DX2-CP

Keystone Technologies	LED Lamp	Wattage	Lamp Type	Nominal Length (Inches)	Glass	800 Series	Color Temp.	Single or Double-Ended Wiring	Packaging Style
KT-	LED	10.5	T8	-48	G	-850		-DX2	-CP

Keystone Technologies • 1390 Welsh Road, North Wales, PA 19454 • Phone (800) 464-2680 • Fax (888) 966-0556 • **www.keystonetech.com**

Specifications subject to change. Last revised on 6.8.18

SINCE 1945 KEYSTONE LIGHT MADE EASY®

DIRECTDRIVE DX2
SINGLE- OR DOUBLE-ENDED LINE VOLTAGE LED TUBES

KT-LED12T8-36GC-840-DX2
T8 LED LAMP

DESCRIPTION

12W T8 LED | 4000K | >83 CRI | High Efficiency | Single or Double-ended Wiring

RoHS Compliant | 5 YEAR WARRANTY

- **LAMP TYPE:** Linear
- **BULB TYPE:** T8 LED
- **BASE TYPE:** G13 (Medium Bi-Pin)
- **WATTAGE:** 12W
- **COLOR TEMPERATURE:** 4000K
- **COLOR RENDERING INDEX (CRI):** >83
- **WARRANTY:** 5 Years



PRODUCT FEATURES

- Replacement for Conventional Fluorescent Lamp
- Single or Double-Ended Wiring
- 50,000+ Hour Lifetime
- Approximately 40% More Energy Efficient that Standard F32T8 Lamps
- Environmentally Friendly: No Mercury Used
- Instant Startup
- Frosted Lens Eliminates Pixelation
- UL Classified
- Operating Temperature: -20ºC/-4ºF to 45ºC/113ºF
- Integral Driver (Isolated), Eliminates the Need for External Driver or Ballast
- 110+ Lumens per Watt
- Improved Lamp Durability with Shatterproof Coated Glass
- ETL Sanitation Listed NSF/ANSI Standard 2 - Food Equipment

OPERATING SPECIFICATIONS

ELECTRICAL CHARACTERISTICS

Input Voltage	Power Consumption	Power Factor	Input Current
120-277Vac	12W	>0.9	0.10A @ 120V 0.04A @ 277V

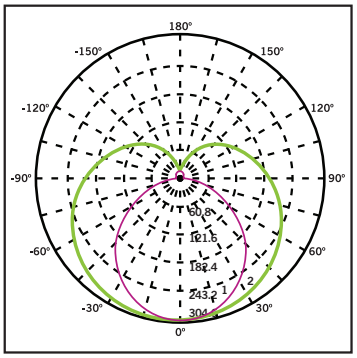
RATED LIFE

L70 (Hours)	50,000

PHOTOMETRIC CHARACTERISTICS

Color Temperature (CCT)	4000K
Luminous Flux	1400 lm
Color Rendering Index (CRI)	>83
Efficacy	117 lm/W
Beam Angle	240º
Visible Light Area	325º

POLAR CANDELA DISTRIBUTION



Maximum Candela = 1248.55
Located at Horizontal Angle = 0, Vertical Angle 0

1. **Violet** Vertical Plane through Horizontal Angles (90-270)

2. **Green** Vertical Plane through Horizontal Angles (0-180)

KEYSTONE SINCE 1945 LIGHT MADE EASY®

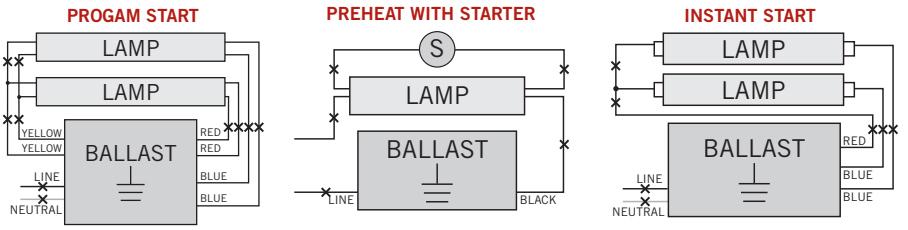
DIRECTDRIVE DX2
SINGLE- OR DOUBLE-ENDED LINE VOLTAGE LED TUBES

KT-LED12T8-36GC-840-DX2
T8 LED LAMP

SINGLE-ENDED WIRING DIAGRAM

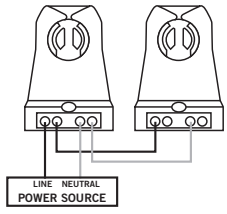
1. Cut all existing connections to ballast as shown below and remove ballast. See Figure A for typical ballast configurations. **Note: Single-ended wiring requires non-shunted lampholders.**

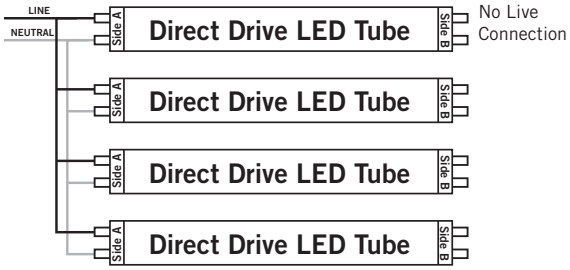
Figure A **Typical Ballast Configurations:**



CAUTION: INSTANT START BALLASTS HAVE SHUNTED LAMPHOLDERS.

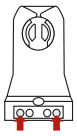
2. Re-wire fixture as shown below.





No Live Connection

Typical Non-Shunted Lampholder



Connect wires directly to these terminals

CAUTION: For Single-ended wiring use only non-shunted lampholders.

For Single-ended wiring, do not install product in a fixture with shunted lampholders (found in all fixtures using instant start ballasts). If the current lampholders are shunted, remove them and replace them with non-shunted lampholders. Make new connections directly to terminals as indicated above.

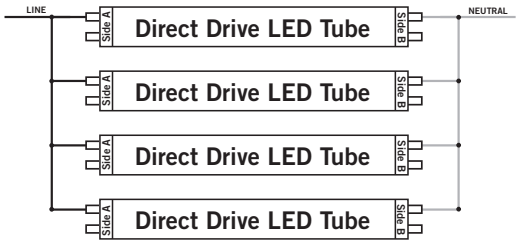
Keystone can provide any style replacement lampholders. Call us at 800-464-2680.

DOUBLE-ENDED WIRING DIAGRAM

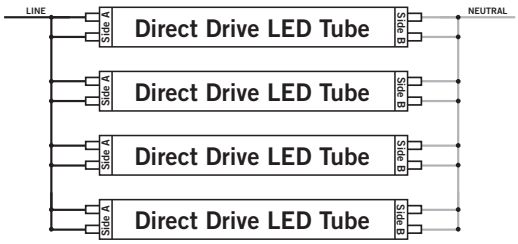
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2. Re-wire fixture as shown below. For Double-ended wiring, use either shunted or nonshunted lampholders.

Note: There should not be any exposed wires at the end of installation.

Shunted Lampholders



Nonshunted Lampholders



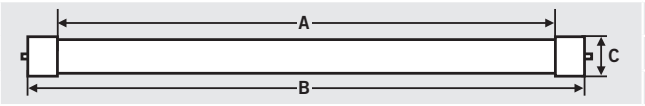
SINCE 1945 KEYSTONE LIGHT MADE EASY®

DIRECTDRIVE DX2
SINGLE- OR DOUBLE-ENDED LINE VOLTAGE LED TUBES

KT-LED12T8-36GC-840-DX2
T8 LED LAMP

PHYSICAL CHARACTERISTICS

LAMP DIMENSIONS



A (Illuminated Length)	31.81”
B (Body Length)	35.19”
C (Diameter)	1.10”

NOMINAL LENGTH: 36” **BASE TYPE:** G13 (Medium Bi-Pin)

ORDERING INFORMATION

ORDER CODE	PACKAGING STYLE	PACK QTY.	ITEM STATUS
KT-LED12T8-36GC-840-DX2-CP	Carton Pack (Egg Crate Packaging)	25	Quick Ship

CATALOG NUMBER BREAKDOWN

KT-LED12T8-36GC-840-DX2-CP

1 2 3 4 5 6 7 8 9 10

1 Keystone Technologies
2 LED Lamp
3 Wattage
4 Lamp Type
5 Nominal Length (Inches)
6 Glass Coated
7 800 Series
8 Color Temperature
9 Single- or Double-Ended Wiring
10 Packaging Style

SINCE 1945 KEYSTONE LIGHT MADE EASY®

DIRECTDRIVE DX2
SINGLE- OR DOUBLE-ENDED LINE VOLTAGE LED TUBES

KT-LED7T8-24GC-840-DX2
T8 LED LAMP

DESCRIPTION
7W T8 LED | 4000K | >83 CRI | High Efficiency | Single or Double-ended Wiring

RoHS Compliant | 5 YEAR WARRANTY

- **LAMP TYPE:** Linear
- **BULB TYPE:** T8 LED
- **BASE TYPE:** G13 (Medium Bi-Pin)
- **WATTAGE:** 7W
- **COLOR TEMPERATURE:** 4000K
- **COLOR RENDERING INDEX (CRI):** >83
- **WARRANTY:** 5 Years



PRODUCT FEATURES
- Replacement for Conventional Fluorescent Lamp
- Single or Double-Ended Wiring
- 50,000+ Hour Lifetime
- Approximately 40% More Energy Efficient that Standard F32T8 Lamps
- Environmentally Friendly: No Mercury Used
- Instant Startup
- Frosted Lens Eliminates Pixelation
- UL Classified
- Operating Temperature: -20ºC/-4ºF to 45ºC/113ºF
- Integral Driver (Isolated), Eliminates the Need for External Driver or Ballast
- 110+ Lumens per Watt
- Improved Lamp Durability with Shatterproof Coated Glass
- ETL Sanitation Listed NSF/ANSI Standard 2 - Food Equipment

OPERATING SPECIFICATIONS

ELECTRICAL CHARACTERISTICS

Input Voltage	Power Consumption	Power Factor	Input Current
120-277Vac	7W	>0.9	0.06A @ 120V 0.03A @ 277V

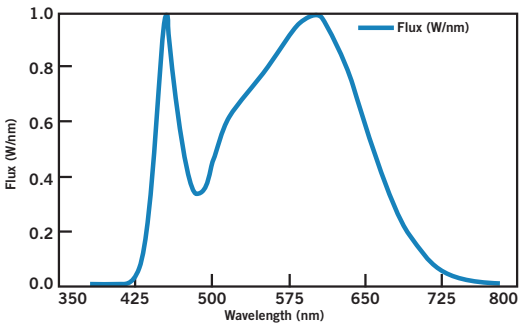
PHOTOMETRIC CHARACTERISTICS

Color Temperature (CCT)	4000K
Luminous Flux	900 lm
Color Rendering Index (CRI)	>83
Efficacy	129 lm/W
Beam Angle	240º
Visible Light Area	325º

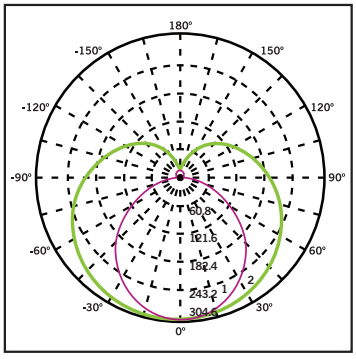
RATED LIFE

L70 (Hours)	50,000

SPECTRAL DISTRIBUTION



POLAR CANDELA DISTRIBUTION



Maximum Candela = 1248.55
Located at Horizontal Angle = 0, Vertical Angle 0

1. **Violet** Vertical Plane through Horizontal Angles (90-270)
2. **Green** Vertical Plane through Horizontal Angles (0-180)

KEYSTONE SINCE 1945 LIGHT MADE EASY®

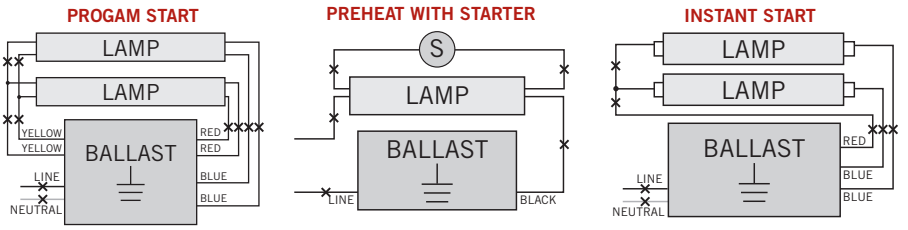
DIRECTDRIVE DX2
SINGLE- OR DOUBLE-ENDED LINE VOLTAGE LED TUBES

KT-LED7T8-24GC-840-DX2
T8 LED LAMP

SINGLE-ENDED WIRING DIAGRAM

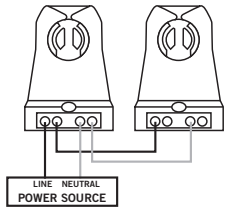
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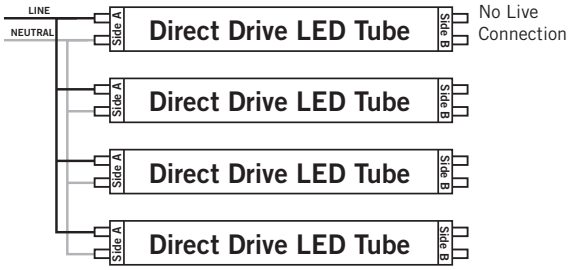
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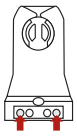
2. Re-wire fixture as shown below.





No Live Connection

Typical Non-Shunted Lampholder



Connect wires directly to these terminals

CAUTION: For Single-ended wiring use only non-shunted lampholders.

For Single-ended wiring, do not install product in a fixture with shunted lampholders (found in all fixtures using instant start ballasts). If the current lampholders are shunted, remove them and replace them with non-shunted lampholders. Make new connections directly to terminals as indicated above.

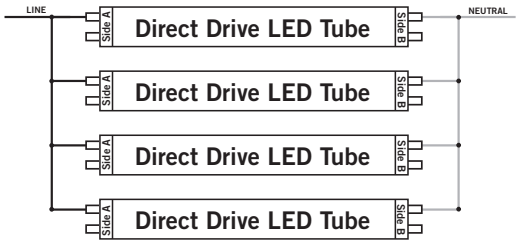
Keystone can provide any style replacement lampholders. Call us at 800-464-2680.

DOUBLE-ENDED WIRING DIAGRAM

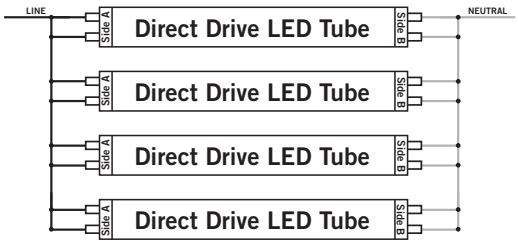
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2. Re-wire fixture as shown below. For Double-ended wiring, use either shunted or nonshunted lampholders.

Note: There should not be any exposed wires at the end of installation.

Shunted Lampholders



Nonshunted Lampholders

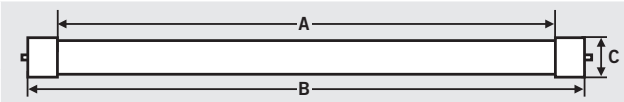


SINCE 1945 KEYSTONE LIGHT MADE EASY®

DIRECTDRIVE DX2
SINGLE- OR DOUBLE-ENDED LINE VOLTAGE LED TUBES

KT-LED7T8-24GC-840-DX2
T8 LED LAMP

PHYSICAL CHARACTERISTICS
LAMP DIMENSIONS



A (Illuminated Length)	20.96”
B (Body Length)	23.19”
C (Diameter)	1.10”

NOMINAL LENGTH: 24” **BASE TYPE:** G13 (Medium Bi-Pin)

ORDERING INFORMATION

ORDER CODE	PACKAGING STYLE	PACK QTY.	ITEM STATUS
KT-LED7T8-24GC-840-DX2-CP	Carton Pack (Egg Crate Packaging)	25	Quick Ship

CATALOG NUMBER BREAKDOWN

KT-LED7T8-24GC-840-DX2-CP

1 2 3 4 5 6 7 8 9 10

1 **Keystone Technologies**
2 **LED Lamp**
3 **Wattage**
4 **Lamp Type**
5 **Nominal Length (Inches)**
6 **Shatter-Proof Coated Glass**
7 **800 Series**
8 **Color Temperature**
9 **Single or Double-Ended Wiring**
10 **Packaging Style**

KT-EMRG-LED-5-500-AC
CONSTANT WATTAGE LED EMERGENCY BACK-UP

c UL US LISTED | RoHS Compliant | 5 YEAR WARRANTY

DESCRIPTION
LED Emergency Back-Up Driver | Standard Side Exit Wire Leads | 5W Output

DRIVER TYPE: Constant Wattage LED Emergency
MAX. OUTPUT POWER: 5W
INPUT VOLTAGE: 120-277Vac ±10%
OUTPUT VOLTAGE: 40-300Vdc
OUTPUT CURRENT: Load Dependant
WARRANTY: 5 Years



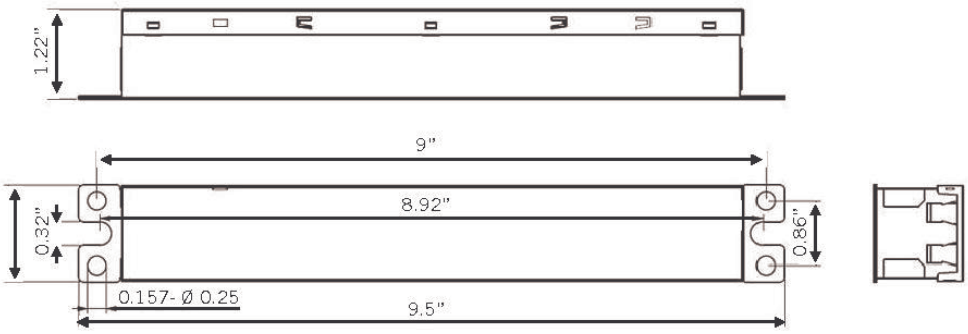
PRODUCT FEATURES
- Optimized for Keystone Single Ended Direct Drive LED tubes
  Contact Keystone for details on functioning with other Type B LED tubes
- Illuminates entire LED load at reduced output under emergency mode
- One Piece Design with Metal Housing
- 2 -in- 1 LED test switch and indiciator light included
- Evaluated to UL 924 requirements
- Not for use with dimmers
- 90 Minute operation in Emergency Mode
- UL Listed
- Operating Temperature: 32°F/0°C to 122°F/50°C
- Input Frequency: 50/60 Hz
- Maximum Load: 40W
- Li(NiCoMn)O2 Battery

ELECTRICAL SPECIFICATIONS

	INPUT CHARACTERISTICS			OUTPUT CHARACTERISTICS			
Family	Input Voltage	Power Factor	Max. Current	Max. Output Power	Rated Output Current	Output Voltage	LED Module Included
5W	120-277Vac	≥0.35	100mA @120V	5W	Load Dependent	40~300Vdc	No

Emergency pack designed to deliver 5W to a constant current LED load. Approximate output is 500 lumens assuming a nominal minimum efficacy of 100lm/W.

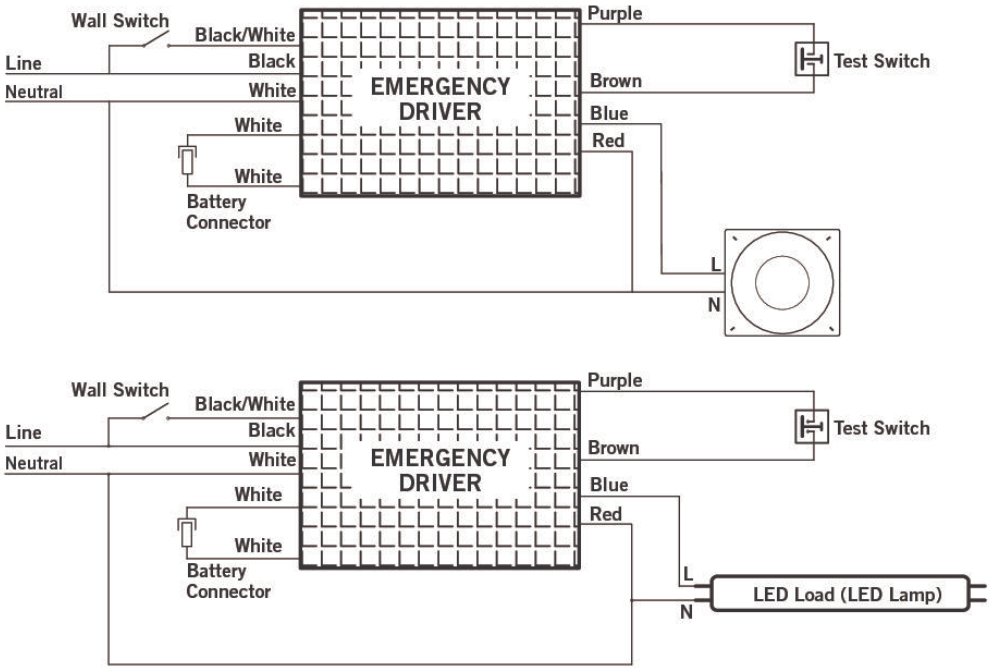
PHYSICAL SPECIFICATIONS



Keystone Technologies • 1390 Welsh Road, North Wales, PA 19454 • Phone (800) 464-2680 • Fax (888) 966-0556 • **www.keystonetech.com**
Specifications subject to change. Last revised on 06.12.19

KT-EMRG-LED-5-500-AC
CONSTANT WATTAGE LED EMERGENCY BACK-UP

WIRING DIAGRAM



ORDERING INFORMATION

ORDER CODE	DESCRIPTION	PACKAGING STYLE	PACK QTY.	ITEM STATUS
KT-EMRG-LED-5-500-AC-IP	1-Piece LED Emergency Back Up with Standard Side Exit Wire Leads	Individually Packaged	1	Active

CATALOG NUMBER BREAKDOWN

KT-EMRG-LED-5-500-AC

1 2 3 4 5 6

1 Keystone Technologies
2 Emergency Back-Up Driver
3 LED Driver
4 Wattage Family
5 Nominal Lumen Output
6 Alternating Current

Keystone Technologies • 1390 Welsh Road, North Wales, PA 19454 • Phone (800) 464-2680 • Fax (888) 966-0556 • **www.keystonetech.com**
Specifications subject to change. Last revised on 06.12.19

KT-LED45PSHID-E26-8CSB-D

HID REPLACEMENT LED LAMP

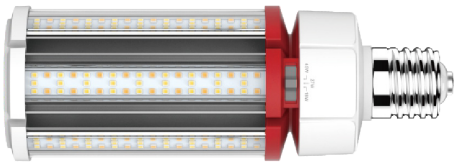
DESCRIPTION

Power Selectable + Color Selectable 45W HID Replacement LED Lamp | 80 CRI | IP64

RoHS Compliant

5 YEAR WARRANTY

LAMP TYPE: HID Replacement LED
BASE TYPE: E26 (Medium)
SELECTABLE WATTAGE: 45W, 36W, 27W
SELECTABLE COLOR TEMPERATURE: 5000K, 4000K, 3000K
METAL HALIDE EQUIVALENT: 175W
COLOR RENDERING INDEX (CRI): >80
WARRANTY: 5 Years



PRODUCT FEATURES

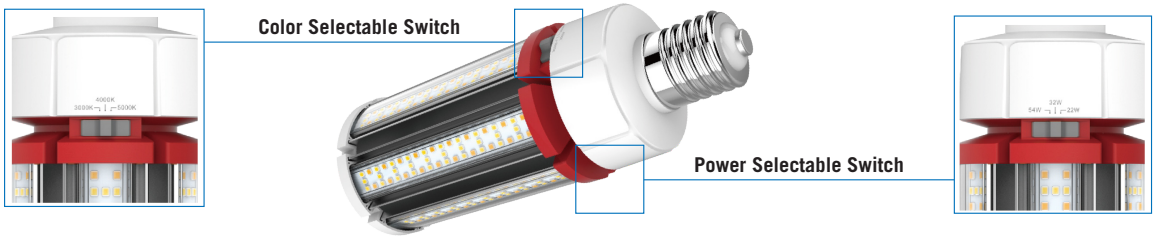
- Replacement for conventional metal halide lamp
- Selectable wattage: 45W, 36W, 27W
- Selectable CCT: 5000K, 4000K, 3000K
- 50,000+ hour lifetime
- Environmentally friendly: No mercury used
- Instant startup
- UL listed
- Operating temperature: –40°C/–40°F to 60°C/140°F
- Integral driver, eliminates the need for external driver or ballast; includes 4kV surge protection
- IP64 rated; integrated heat sink quickly dissipates heat and guides water intrusion out of the lamp
- Suitable for use in fully enclosed fixture
- Do not use with standard dimmers. Not compatible with phase dimmers. Dimming functions with sensors only

ELECTRICAL AND PERFORMANCE SPECIFICATIONS

Keystone Catalog Number	Input Voltage	Selectable Power	Selectable CCT	Base Type	CRI	Input Current	Lumens	Efficacy
KT-LED45PSHID-E26-8CSB-D	120–277V	45W	3000K	E26	>80	0.38A @ 120V 0.16A @ 277V	6075 lm	135 lm/W
			4000K				6525 lm	145 lm/W
			5000K				6300 lm	140 lm/W
	120–277V	36W	3000K	E26	>80	0.30A @ 120V 0.13A @ 277V	4860 lm	135 lm/W
			4000K				5220 lm	145 lm/W
			5000K				5040 lm	140 lm/W
	120–277V	27W	3000K	E26	>80	0.23A @ 120V 0.10A @ 277V	3645 lm	135 lm/W
			4000K				3915 lm	145 lm/W
			5000K				3780 lm	140 lm/W

* Color Uniformity: CCT (Correlated Color Temperature) range as per guidelines outlined in ANSI C78.377-2017

SELECTABILITY



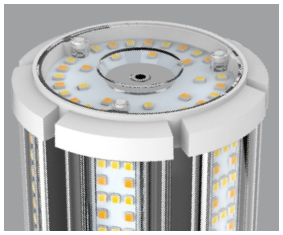
Keystone Technologies • Philadelphia, PA • Phone (800) 464-2680 • **www.keystonetech.com**

Specifications subject to change. Last revised on 04.06.21

KT-LED45PSHID-E26-8CSB-D

HID REPLACEMENT LED LAMP

SMART PORT LED



On the top of the lamp is a low-voltage AUX port for lamp level sensor controls.

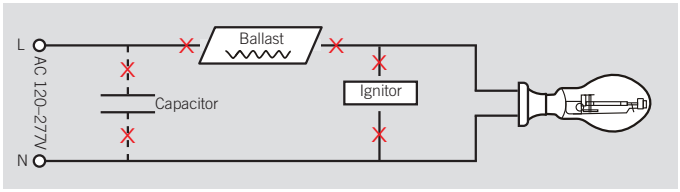
SMART PORT LED AUX SENSORS

Microwave	Passive Infrared (PIR)	Photocell Daylight	0-10V Cable *
			

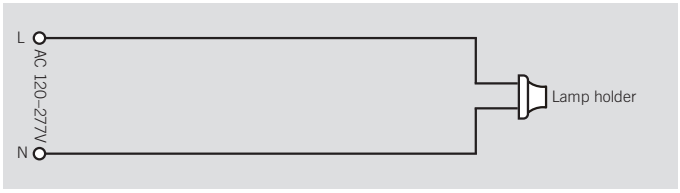
* For use with continuous dimming applications.

WIRING INSTRUCTIONS

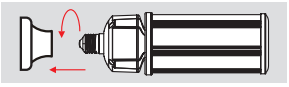
STEP 1
Disconnect power. Disconnect and remove existing ballast, capacitor, and/or ignitor (where applicable) from fixture.

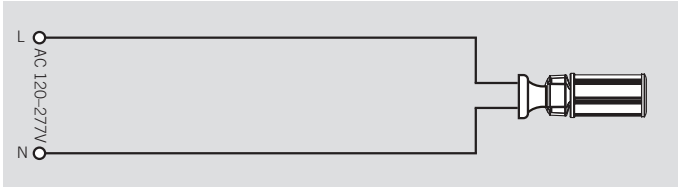


STEP 2
Rewire for line voltage to the lamp socket.

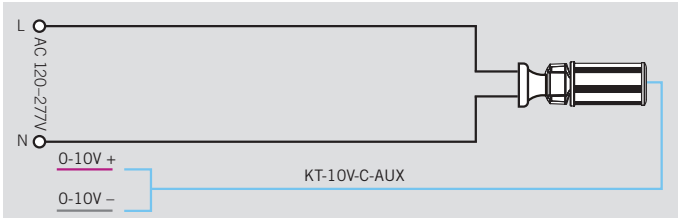


STEP 3
Install new LED replacement lamp. Ensure lamp is operating properly when power is turned on.





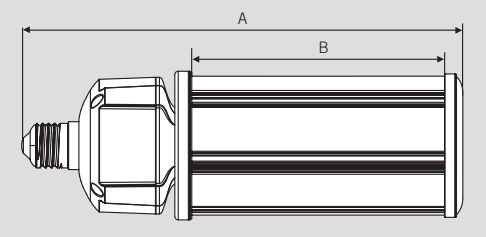
STEP 4 (OPTIONAL)
Connect 0-10V dimming signal to the lamp via the smartport receptacle on the top of the lamp and with wiring accessory KT-10V-C-AUX (sold separately.)

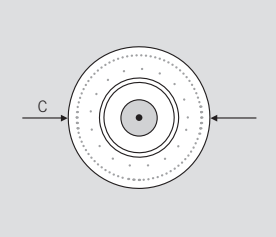


KT-LED45PSHID-E26-8CSB-D

HID REPLACEMENT LED LAMP

PHYSICAL CHARACTERISTICS





LAMP DIMENSIONS

A (Body Length)	9.10"
B (Illuminated Length)	5.07"
C (Diameter)	3.30"

BASE TYPE: E26 (Medium)

ORDERING INFORMATION

ORDER CODE	PACK QTY.	EASY CODE	UPC
KT-LED45PSHID-E26-8CSB-D	16	DWL-09	843654128603

CATALOG NUMBER BREAKDOWN

KT-LED45PSHID-E26-8CSB-D

1 2 3 4 5 6 7 8 9 10

1 **Keystone Technologies**
2 **LED Lamp**
3 **Wattage**
4 **Power Selectable**
5 **Lamp Type**
6 **Base Type**
7 **800 Series**
8 **Color Selectable**
9 **Color Select Designation**
10 **Direct Drive**

9 Color Select Designation

A	3000K, 4000K, 5000K
B	3000K, 4000K, 5000K
C	3000K, 3500K, 4000K, 5000K
D	TBD

LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

PRO
BASE

retrofitting with flexibility

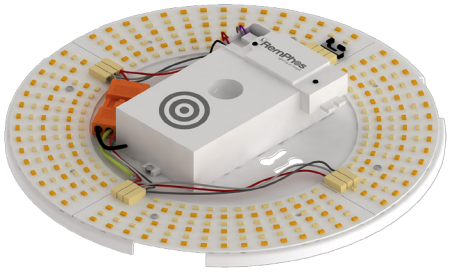
5 STYLES. 4 LUMEN PACKAGES. 3 COLOR TEMPERATURES. 2 CONTROL OPTIONS.
1 PERFECT SOLUTION FOR ALL YOUR RETROFITS.

flexCOLOR

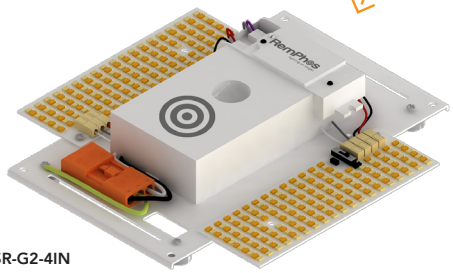
- 3000˚K NEUTRAL WHITE
- 3500˚K NEUTRAL WHITE
- 4000˚K NEUTRAL WHITE

flexWATT

LEDCR	6W	10W	16W	22W
LEDSR	6W	9W	12W	15W



LEDCR-G2-9IN



LEDSR-G2-4IN

flexCONTROL

ADJUSTS LIGHT LEVEL FOR OCCUPANCY AND DAYLIGHT



EASY TO COMMISSION WITH REMOTE CONTROL

ALL STYLES SHOWN ON PAGE 4

12 RETROFIT KITS IN 1 WITH FLEXWATT™ & FLEXCOLOR™ TECHNOLOGY

- Eliminate ordering and stocking multiple wattages and color temperatures. Product offers 12 SKUs in 1 unit which can easily be configured to 4 different wattage packages and 3 different CCTs.
- Product ships at a default color temp (K) and wattage setting (install as is, or tailor the settings to fit your needs at your facility or on the job site)
- Save on labor costs by having us factory pre-set the wattage and color temperature to fit your project needs.

UL 1598C LISTED RETROFIT KIT

- Can in-field retrofit existing fixtures or be used as a light engine by OEMs to build your own fixtures.

FUTURE PROOF YOUR LIGHTING

- User replaceable and upgradeable light engine.

SUITABLE FOR DRY & DAMP LOCATIONS

FLEXCONTROL™ TECHNOLOGY

- Order control ready or basic control (integrated high/low and daylight sensor) or LG advanced control.
- Vandal Resistant Sensors are completely adjustable and hidden behind the fixture lens.
- Adjustable via remote for sensitivity, duration of time at high light level before dimming to low, duration of time at low light level before dimming to off (factory default is to disable), daylight hold-off, and the dimmed light level.

ADAPTABLE MOUNTING

- Integrated rare-earth magnets for easy placement.
- Cut-out in center of driver allows for threaded rods.
- Flexible wiring options accommodates various wiring configurations.
- Multiple holes for self-tapping screws.

10 YEAR WARRANTY, L70 >100,000HRS

OPTIONAL EMERGENCY BATTERY BACKUP



UL 1598 LISTED FIXTURE

ENERGY STAR

RoHS Compliant

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lighting on target

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LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

PRO
BASE

PART NUMBER BUILDER

MFR	FAMILY	PRODUCT	GEN	SIZE	LUMEN CODE	COLOR	FUNCTION	OPTIONS	BAA
RPT	P		G2				FWFC		
		LEDCR LEDSR		9IN → 8L, 14L, 23L, 31L 4IN → 8L, 14L, 17L, 21L 9IN → 8L, 14L, 17L, 21L 14INE → 8L, 14L, 17L, 21L 14INM → 8L, 14L, 17L, 21L	830=3000K/85CRI 835=3500K/85CRI 840=4000K/85CRI	FWFC= FlexWatt + FlexColor	OCC=high/low motion sensor EMG=120min emergency battery backup LG=LG dongle LGS=LG dongle + sensor 120LVD=120V line voltage dimmimg 277LVD=277V line voltage dimmimg	BLANK=NON-BAA BAA=BAA Section 1605 Compliant

ORDERING EXAMPLE

RPT-P-LEDCR-G2-9IN-14L-830-FWFC
RPT-P-LEDSR-G2-4IN-8L-830-FWFC

Default lumen package (wattage and CCT) are shown below in bold. There are two ways to achieve a non-default lumen package and/or CCT:
1. You can easily adjust in field via our FlexWatt and FlexColor internal switches. **2**. Have us adjust the FlexWatt and FlexColor at the factory for an additional charge.

ORDERING GUIDE

	CASE QTY	QUICK SHIP	ENERGY STAR	REMPHOS PART #	QUICK SHIP UPC CODE	LUMEN OUTPUT (LM)	WATTAGE (W)	LPW	CCT (K)	WARRANTY (YRS)
LEDCR	20		●	RPT-P-LEDCR-G2-9IN-8L-830-FWFC		780	6	130	3000	10
	20		●	RPT-P-LEDCR-G2-9IN-8L-835-FWFC		780	6	130	3500	10
	20		●	RPT-P-LEDCR-G2-9IN-8L-840-FWFC		816	6	136	4000	10
	20		●	RPT-P-LEDCR-G2-9IN-14L-830-FWFC		1370	10	137	3000	10
	20		●	RPT-P-LEDCR-G2-9IN-14L-835-FWFC		1440	10	144	3500	10
	20	●	●	**RPT-P-LEDCR-G2-9IN-14L-840-FWFC**	**844006010676**	**1370**	**10**	**137**	**4000**	**10**
	20	●		**RPT-P-LEDCR-G2-9IN-14L-840-FWFC-OCC**	**844006010683**	**1370**	**10**	**137**	**4000**	**10**
	20		●	RPT-P-LEDCR-G2-9IN-23L-830-FWFC		2256	16	141	3000	10
	20		●	RPT-P-LEDCR-G2-9IN-23L-835-FWFC		2240	16	140	3500	10
	20		●	RPT-P-LEDCR-G2-9IN-23L-840-FWFC		2352	16	147	4000	10
	20		●	RPT-P-LEDCR-G2-9IN-31L-830-FWFC		2970	22	135	3000	10
	20		●	RPT-P-LEDCR-G2-9IN-31L-835-FWFC		3080	22	140	3500	10
	20		●	RPT-P-LEDCR-G2-9IN-31L-840-FWFC		3124	22	142	4000	10
LEDSR	20		●	RPT-P-LEDSR-G2-XIN-8L-830-FWFC		780	6	130	3000	10
	20		●	RPT-P-LEDSR-G2-XIN-8L-835-FWFC		780	6	130	3500	10
	20	●	●	**RPT-P-LEDSR-G2-4IN-8L-840-FWFC**	**844006010690**	**816**	**6**	**136**	**4000**	**10**
	20	●		**RPT-P-LEDSR-G2-4IN-8L-840-FWFC-OCC**	**844006010706**	**816**	**6**	**136**	**4000**	**10**
	20	●	●	**RPT-P-LEDSR-G2-9IN-8L-840-FWFC**	**844006010713**	**816**	**6**	**136**	**4000**	**10**
	20	●		**RPT-P-LEDSR-G2-9IN-8L-840-FWFC-OCC**	**844006010720**	**816**	**6**	**136**	**4000**	**10**
	20	●	●	**RPT-P-LEDSR-G2-14INE-8L-840-FWFC**	**844006010737**	**816**	**6**	**136**	**4000**	**10**
	20	●		**RPT-P-LEDSR-G2-14INE-8L-840-FWFC-OCC**	**844006010744**	**816**	**6**	**136**	**4000**	**10**
	20	●	●	**RPT-P-LEDSR-G2-14INM-8L-840-FWFC**	**844006010751**	**816**	**6**	**136**	**4000**	**10**
	20	●		**RPT-P-LEDSR-G2-14INM-8L-840-FWFC-OCC**	**844006010768**	**816**	**6**	**136**	**4000**	**10**
	20		●	RPT-P-LEDSR-G2-XIN-14L-830-FWFC		1370	10	137	3000	10
	20		●	RPT-P-LEDSR-G2-XIN-14L-835-FWFC		1440	10	144	3500	10
	20		●	RPT-P-LEDSR-G2-XIN-14L-840-FWFC		1370	10	137	4000	10
	20		●	RPT-P-LEDSR-G2-XIN-17L-830-FWFC		1692	12	141	3000	10
	20		●	RPT-P-LEDSR-G2-XIN-17L-835-FWFC		1680	12	140	3500	10
	20		●	RPT-P-LEDSR-G2-XIN-17L-840-FWFC		1764	12	147	4000	10
	20		●	RPT-P-LEDSR-G2-XIN-21L-830-FWFC		2025	15	135	3000	10
	20		●	RPT-P-LEDSR-G2-XIN-21L-835-FWFC		2100	15	140	3500	10
	20		●	RPT-P-LEDSR-G2-XIN-21L-840-FWFC		2130	15	142	4000	10

X = 4IN, 9IN, 14INE, or 14INM

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lighting on target

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LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

PRO
BASE

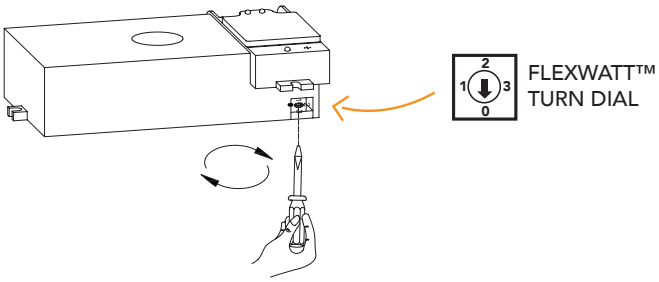
flexWATT

HOW DOES IT WORK?
Our exclusive LED driver is designed to operate at 90%+ efficiency at each wattage setting. Standard drivers would have much lower efficiency as low as 60% and would result in poor performance and reduced efficacy.

WHAT ARE THE WATTAGE CHOICES?
Please reference this table and the ordering guide on the last page of the cut sheet.

FLEXWATT TURN DIAL POSITION				
STYLE	0	1	2	3
LEDCR	6W (8L)	10W (14L)	16W (23L)	22W (31L)
LEDSR	6W (8L)	10W (14L)	12W (17L)	15W (21L)

HOW EASY IS IT TO SET?
Simply slide off the driver door, adjust the 4-position turn dial with a small, flat-head screw driver, and replace the door. Quick and easy. Can be "locked-out" to prevent field-adjustability if desired.



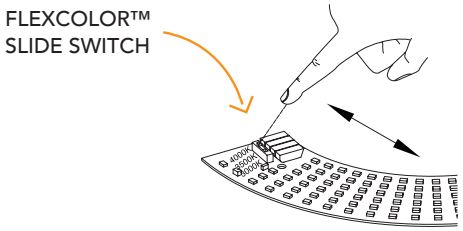
flexCOLOR

HOW DOES IT WORK?
We select the highest efficacy, multiple color LED diodes from quality suppliers, and mount them on the same circuit board. A proprietary LED binning process ensures color consistency between fixtures. The FlexColor technology controller ensures the correct color is selected, every time.

WHAT ARE THE COLOR CHOICES?
3000k, 3500k and 4000k. Please reference this table and the ordering guide on the last page of the cut sheet.

FLEXCOLOR SLIDE SWITCH POSITION		
TOP	MIDDLE	BOTTOM
3000K	3500K	4000K

HOW EASY IS IT TO SET?
Adjust the 3-position slide switch with your finger. Quick and easy. Can be "locked-out" to prevent field-adjustability if desired.



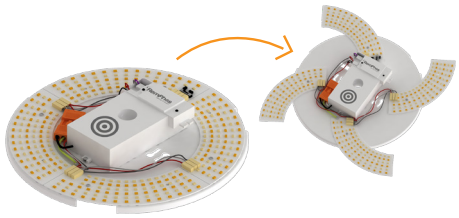
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lighting on target

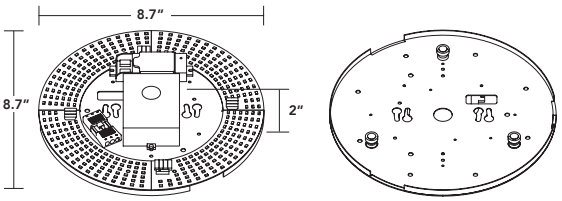
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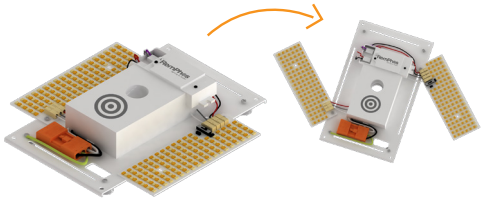
LEDCR G2 + LEDSR G2 LED RETROFIT KIT | FLEXWATT + FLEXCOLOR + FLEXCONTROL

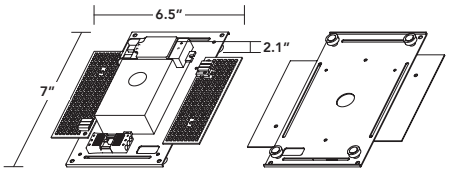
PRO
BASE



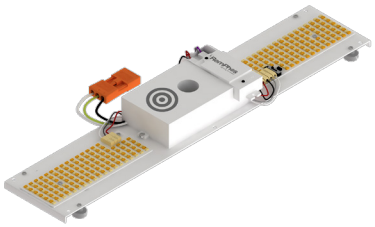


LEDCR-G2-9IN (EXPANDABLE LED BOARDS)

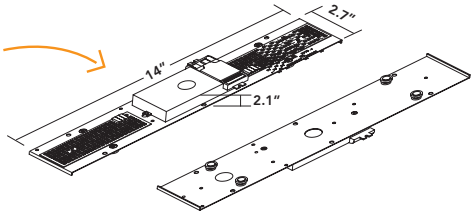




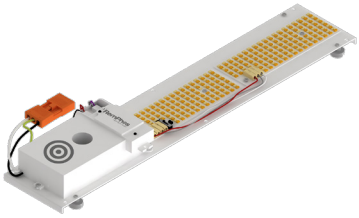
LEDSR-G2-4IN (EXPANDABLE LED BOARDS)



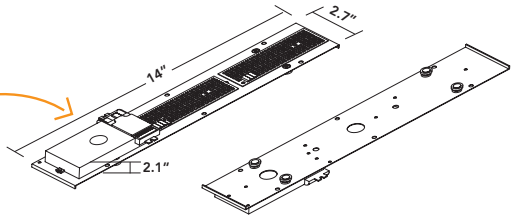
driver located in middle



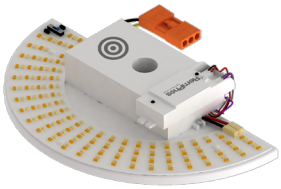
LEDSR-G2-14INM (FIXED LED BOARDS)

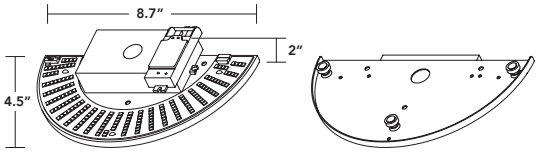


driver located at end



LEDSR-G2-14INE (FIXED LED BOARDS)





LEDSR-G2-9IN (FIXED LED BOARDS)

RETROFIT THESE FIXTURES & MORE





SURFACE MOUNTS



VANITIES/LINEARS





WALL MOUNTS



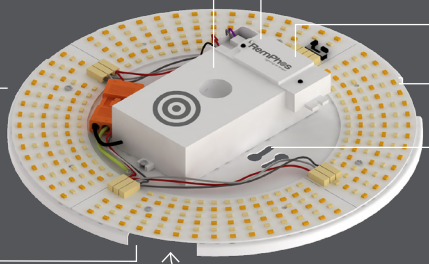
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PRO
BASE



CUT-OUT IN CENTER OF DRIVER ALLOWS FOR THREADED RODS

INCOMING POWER QUICK DISCONNECT LOCATED ON TOP OF CHASSIS FOR EASY AND SAFE WIRING. CLIP HOLDS DISCONNECT AND WIRING NEATLY IN PLACE.

MULTIPLE CHASSIS CUT-OUTS FOR FLEXIBLE WIRING OPTIONS

OPTIONAL INTEGRATED HIGH/LOW MOTION AND DAYLIGHT SENSOR. COMPLETELY ADJUSTABLE AND HIDDEN BEHIND THE FIXTURE LENS

5VA DRIVER HOUSING. MEETS UL1598C REGULATIONS

CURVED LED BOARDS CAN EXPAND TO FIT SMALL TO LARGE FIXTURES

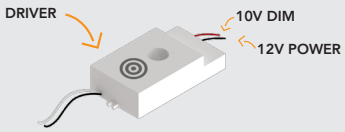
KEYHOLE SLOTS AND MULTIPLE HOLES FOR FLEXIBLE MOUNTING OPTIONS

STRONG RARE EARTH MAGNETS FOR EASY INSTALLATION



CONTROL OPTIONS

CONTROL READY



All LEDCR/SR models come standard as factory enabled to add controls at the factory, in the field or at a later date. Driver comes with 10V dimming and 12V DC power wiring.

BASIC CONTROL



Integrated high frequency, high/low motion and daylight sensor. Can be mounted behind glass or plastic lens. Purchase optional remote control to adjust settings.

ORDERING CODES
SENSOR = OCC / RC = HNSIII REMOTE

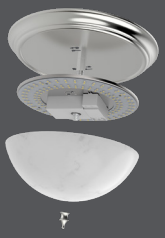
LG SENSOR CONNECT



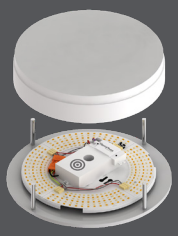
LG's intelligent wireless lighting control system. ZigBee technology. Occupancy sensing, daylight harvesting, grouping, scheduling, high-end trim and more. Adjust settings via Android app.

ORDERING CODE = LG or LGS

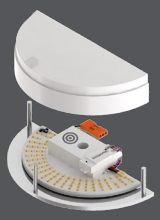
EASILY RETROFIT THESE FIXTURE STYLES, AND MORE!



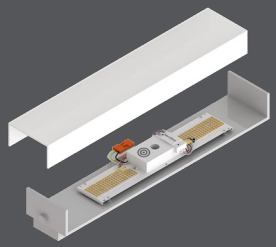
LEDCR-G2-9IN/SURFACE MOUNT



LEDCR-G2-9IN/SURFACE MOUNT



LEDSR-G2-9IN/SCONCE



LEDSR-G2-14INM/VANITY + LINEAR



LEDSR-G2-14INE/VANITY + LINEAR



LEDSR-G2-4IN/SCONCE

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10.10.18 Information is subject to change without notice.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 11, Sub-Project #7: Metered Equipment Electrification Initiative

DATE: ~~March 14, 2024~~ April 17, 2024

EXECUTIVE SUMMARY:
This sub-project (SP) allocates $350,000 to advance the Tier I Building and Energy Pathways identified in the Athens-Clarke County Clean & Renewable Energy Plan by increasing the efficiency of medium and heavy duty equipment through electrification.

BUDGET INFORMATION:

REVENUES:

$	306,336	Grant Funds
$	3,697,724	Program Revenues SPLOST 2020 Project 11, Tiers 1-4
$	4,004,060	Total Revenues - Tiers 1-4

EXPENSES:

$	890,363	Expensed or encumbered
$	250,000	Designated SP #1 – Costa Building Solar
$	488,947	Remaining Designated SP #2 – Electrical Vehicle Accelerator
$	90,000	Designated SP #3 – Memorial Park Solar
$	470,000	Designated SP #4 – ACC Library Solar
$	549,000	Designated SP #5 – FY24 Electric Vehicle Purchases
$	420,651	Remaining Designated SP #6 – Electric Vehicle Infrastructure
$	50,000	Budgeted for Misc., Testing, FF&E, & PM Fees - Tiers 1-4
$	75,000	Designated Public Art - Tiers 1 - 4
$	370,099	Available for Other Projects (Unallocated)
$	350,000	Available for SP #7

OPERATIONAL: Savings to be determined once evaluation is complete

FUNDING SOURCE: SPLOST 2020 Project 11

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission:

a. Approve the Proposed Project Concept for SPLOST 2020 Project 11 Renewable Energy Project SP #7, and designate $350,000 to the purchase of medium and heavy-duty equipment as described in **Attachment #1** and Facts and Issues #3;
b. Authorize staff to advance SP #7 directly to the bid and award phase;
c. Approve the designation of SPLOST 2020 Project 11 SP #7 as not appropriate for Public Art;
d. Direct the Manager to have any related rebates and credits channel back to their original funding source; and,
e. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On April 5, 2016, the Mayor & Commission (M&C) passed a resolution calling for the increased use of renewable energy to support operations of Athens-Clarke County (ACCGov).

2. On July 3, 2018, the M&C adopted the 2018 Comprehensive Plan that was informed by the Envision Athens Action Agenda that included an environmental implementation strategy to "Increase energy efficiency, sources, and use of renewables."

3. On May 21, 2019, the M&C passed a resolution in support of transitioning to 100% renewable energy.

4. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum, which included Project #11 - Renewable Energy Project.

5. On February 2, 2021, the M&C approved the 2020 SPLOST Tier Funding Schedule.

6. On May 11, 2021, the M&C were presented the SPLOST 2020 Project Implementation Plan at a work session in which an initial schedule was proposed by staff. The SPLOST 2020 Project 11, Renewable Energy Project, included funding programmed for SPLOST 2020 Program Quarters 1-4; Tiers 1-12.

7. On May 12, 2021, 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, Additional Funding for Public Art, to the M&C related to the use of public art for SPLOST 2020 Project 11. The ACAC recommended that the project is appropriate for public art (**Attachment #2**).

8. On August 2, 2022, the M&C voted unanimously to accept the Clean and Renewable Energy Plan, which details pathways ACCGov and the community will use to meet the renewable energy goals.

9. On August 30, 2023 the Project 11 User Group held its first meeting. The User group included two Athens-Clarke County residents along with representatives from the Central Services Department and the Sustainability Office. The two community representatives

had previously served on the Clean and Renewable Energy Plan Community Advisory Board.

10. On January 17, 2024, Project Concept for SP #7 was presented to the SPLOST 2020 Project 11 User Group. The User Group unanimously voted to recommend this sub-project to the M&C.

11. On April 15, 2024, the SPLOST 2020 Oversight Committee confirmed that the Proposed Project Concept for SP #7 is consistent with the Initial Project Statement for SPLOST 2020 Project 11, Renewable Energy Project.

FACTS & ISSUES:

1. The Initial Project Statement of SPLOST 2020 Project 11, Renewable Energy Project reads as follows;

   Project # 11, Renewable Energy Project, *will provide funding for a variety of subprojects that serve to move the Unified Government towards 100% sustainable and renewable energy. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited, to solar energy systems; geothermal systems; biogas systems; energy storage systems; building energy management systems; alternative fuel vehicle replacement; providing funds to electrify the ACC vehicle fleet; recharging facilities for electric vehicles; upgrades to lighting and control systems, fenestration, or other energy systems in existing facilities; solar water heating; energy storage and management systems; more efficient HVAC systems, such as geo-thermal; and/or, other renewable energy or sustainability projects defined in an approved sustainability plan as may be amended by the Mayor and Commission from time to time. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. During the August 30, 2023 inaugural meeting of the User Group, four priority areas were identified by the group that could have the greatest impact on a clean energy transition for ACCGov operations. They were
   - Transportation
   - Buildings and building systems
   - Solar, microgrids, alternative fuel sources, and clean energy generation
   - Moving/pumping water

3. To help balance the use of available funds to best meet needs across these four priority areas, the User Group determined that the most efficient approach would be to develop sub-projects and allocate funding to these areas. SP #7 focuses on metered equipment, which includes equipment such as medium and heavy-duty vehicles and other medium to heavy-duty equipment such as generators, mowers, backhoes, forklifts and similar items.

4. Proposed SP #7 Project Concept is as follows:

   This SP #7 allocates $350,000 to advance the Tier I Building and Energy Pathways identified in the Athens-Clarke County Clean & Renewable Energy Plan by increasing the efficiency of medium and heavy-duty equipment through electrification. In addition to being more efficient than traditional internal combustion engines, once electrified the equipment can be powered at locations where renewable energy is generated or consumed. The goal of this sub-project is to increase efficiency, reduce the use of fossil fuels, increase opportunities for the use of renewable energy, and to improve air quality. This sub-project can pay for the increase in cost associated with electrifying a current internal combustion engine, and can pay for the purchase and installation of charging equipment, when needed. Additional SPLOST Project 11 funds may periodically be added to this sub-project, upon approval from the M&C.

5. The proposed evaluation criteria for SP #7 is shown on **Attachment #1** . Once approved by M&C, Central Services and Sustainability staff will evaluate ACCGov equipment and build a recommended priority replacement list. The priority list would then be submitted to the Project User Group for review and feedback. Then approved by the Commission?

6. The Athens Cultural Affairs Commission recommended that Project #11 was appropriate for Public Art but did not specify any particular Sub-Project (**Attachment #2**). However, the nature of the SPLOST 2020 Project 11, SP #7, is all equipment purchases and not construction. Therefore, in accordance with the Public Art Ordinance exclusion for Capital Equipment Projects, even though the ACAC recommends the overall Project is appropriate for public art (History #7), staff recommends that this SP #7 be declared as not appropriate for public art.

~~7. On April 15, 2024, the Proposed Project Concept for SP #7 will be presented to the SPLOST 2020 Oversight Committee to determine whether it is consistent with the Initial Project Statement for SPLOST 2020 Project 11, Renewable Energy Project. This agenda report will be updated prior to the voting meeting to reflect the vote of the Oversight Committee.~~

8. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
   - Built and Natural Infrastructure Goal, Strategy D, milestones 1 and 3: *Develop action items and processes needed to implement Tier 1 recommendations from the adopted 100% Clean and Renewable Energy Action Plan* and *Promote the adoption of electric vehicle technology.*

OPTIONS:

1. Mayor and Commission:

   a. Approve the Proposed Project Concept for SPLOST 2020 Project 11 Renewable Energy Project SP #7, and designate $350,000 to the purchase of medium and heavy-duty equipment as described in **Attachment #1** and Facts and Issues #3SP #7;
   b. Authorize staff to advance SP #7 directly to the bid and award phase;
   c. Approve the designation of SPLOST 2020 Project 11 SP #7 as not appropriate for Public Art;

d. Direct the Manager to have any related rebates and credits channel back to their original funding source; and,
e. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve SP #7, SPLOST 2020 Project 11 Renewable Energy Project.

3. Mayor and Commission defined option.

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

DEPARTMENT: Sustainability Office and Central Services
Prepared by: Mike Wharton, Amy Stone, Andrew Saunders



Mike Wharton — 3/19/2024
Sustainability Officer — Date



Andrew Saunders — Date
Central Services Director



Keith Sanders, SPLOST Program Administrator — March 27, 2024
Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager — April 1, 2024
Date

ATTACHMENTS:
Attachment 1-Draft Project Concept - SP #7 - Metered Equipment
Attachment #2 - ACAC Public Art Suitability Letter for SPLOST 2020

Attachment 1

Project Concept for Metered Equipment Electrification Initiative

Sub-Project 7 Concept: This sub-project allocates $350,000 to advance the Tier I Building and Energy Pathways identified in the Athens-Clarke County Clean & Renewable Energy Plan by increasing the efficiency of medium and heavy duty equipment through electrification. In addition to being more efficient than traditional internal combustion engines, once electrified the equipment can be powered at locations where renewable energy is generated or consumed. The goal of this sub-project is to increase efficiency, reduce the use of fossil fuels, increase opportunities for the use of renewable energy, and to improve air quality. This sub-project can pay for the increase in cost associated with electrifying a current internal combustion engine, and can pay for the purchase and installation of charging equipment, when needed. Additional SPLOST Project 11 funds can periodically be added to this sub-project upon approval from the Mayor and Commission.

Evaluation Matrix

Fuel Type	Funding Match	Funding Source	Level of Use	Simple ROI	On-Site Solar	Sensitive Environments	Air Quality Improvement
+2 Diesel	+2 Match > 125% of ICE Cost	+2 50% or More From Non-Local Sources	+2 Historical /Anticipated Use of > 400 Hours/Year	+2 Projected Simple ROI < 10 Years	+2 Solar Energy is Currently Used to Power the Charging Location	+ 2 Asset Used in Environments Where Children/Elderly Likely to Be Present	+2 Asset Uses Two-Stroke Engine
+1 Gasoline	+1 Match > 100% & < 125% of ICE Cost	+1 Between 10% and 49% From Non-Local Sources	+1 Historical/Anticipated Use > 200 & < 400 Hours/Year	+1 Projected Simple ROI < 15 Years & > 10 Years	+1 Solar Energy has Been Approved, But Not Installed	+1 Asset Used in Enclosed/Indoor Environments	+1 Asset Uses Diesel Engine without DEF Mitigation
+0 Other Fuels	Ineligible - Match < 100% of ICE Cost	+0 Less than 10% from Non-Local Sources	+0 Historical/Anticipated Use < 200 Hours/Year	Ineligible - Simple ROI > 15 Years	+0 Solar is Not Available or Approved		

Eligibility: Hourly metered equipment or unmetered equipment that:

- Exceeds 15 horsepower;
- Has a projected simple payback of 15 years or less;
- Has base funding to cover 100% of the base cost of a replacement powered by an internal combustion engine; and,
- Scores a 4 or higher on the assessment above.

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: SPLOST 2020 Project 30 - Airport Capital Improvement Proposed Project Concept, Airport Parking Lot Project

DATE: March 27, 2024

EXECUTIVE SUMMARY: The Airport is in need of additional automobile parking spaces to accommodate the current flow of traffic coming in and also for the expected flow in the future. Due to the added strength of the runway from the runway project five years ago, the Airport is handling bigger aircraft with more seats. Because of this, staff are seeing more automobile traffic that demand day, or overnight parking. In addition, efforts to bring air service into Athens-Clarke County could be hindered with the lack of available parking for an airline to properly and effectively operate from the Athens – Ben Epps Airport. The Airport Parking Lot Project would help alleviate the lack of parking spaces currently on the Airport and would benefit the airport for future use.

BUDGET INFORMATION:

REVENUES:

$	194,144	Unrestricted Net Position (Airport Fund Balance)
$	194,144	Total Available Funding

EXPENSES:

CAPITAL:

$	194,144	Designated Design and Bidding Services – 100% Airport Fund
$	194,144	Total Available for Design/Bidding Services

FUNDING SOURCE: SPLOST 2020 Program Revenue, GDOT Grant and Airport Fund Balance

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve the proposed Project Concept for SPLOST 2020 Project 30 – Airport Capital Improvement Proposed Project Concept, Airprot Parking Lot Project, as described in Facts & Issues #4;

b. Authorize staff to advance the proposed Project Concept SPLOST 2020 Project 30 – Airport Capital Improvement Proposed Project Concept, Sub-Project #1 – Airport

Parking Lot Project, to the Bid and Award Phase in accordance with the approved Project Concept;

c. Approve the work authorization with RS&H, Inc., in the amount of $194,144 for professional design services, related to the Sub-Project #1 – Airport Prking Lot Project through the bidding phase of the project; and

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

HISTORY:

1. On November 5, 2019, the voters of Athens-Clarke County approved the SPLOST 2020 Program Referendum, which included SPLOST 2020 Project 30 – Airport Capital Improvement Project.

2. On February 2, 2021, the M&C approved an ordinance establishing SPLOST 2020 Capital Projects budgets, which included the SPLOST 2020 Project 30 – Airport Capital Improvement Project.

3. On December 7, 2021, the M&C approved a five-year on-call architectural/engineering services contract between RS&H, Inc., and the Unified Government of Athens-Clarke County (ACCGov) to provide service related to planning, architectural drawings, reports, plans, engineering documents, specifications, resident engineering services and assisting in FAA and GDOT grant application processing.

4. On April 15, 2024, the SPLOST 2020 Citizens Oversight Committee will meet to confirm that the proposed Project Concept for the Airport Parking Lot Project is consistent with the initial Project Statement of SPLOST 2020, Project #30

5. On February 26. 2024, Airport management attended an annual Airport Service Development Conference. Airport staff were able to meet with five major airlines to discuss the possibilities of starting service in Athens-Clarke County. A couple of the airlines were interested in service from Athens within a year or two. One of the many questions that came up during discussions is the terminal structure and the availability of ample parking for their customers and riders. It would be very hard to accommodate one of these airlines with our current available parking on the Airport due to the bigger aircraft that are flown by these carriers. In the past, Athens – Ben Epps Airport was serviced by an aircraft that had 7-12 seats. The airlines interested in servicing Athens today currently fly 70-120 seat aircraft.

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2020 Project 30 – Airport Capital Improvement Project reads as follows:

   Project # 30 - Airport Capital Improvements Project: *This project will provide funding for airport related capital improvement projects at the Athens-Ben Epps Airport as listed in the Airport's Capital Improvement Plan, as may be amended from time to time. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited to, the following: New Airport Parking Lot; improvements to the paving on runways, taxiways, and/or aprons; Runway Obstruction Clearing on RWY 9/27 to include Perimeter Fencing; Commercial Terminal Baggage Claim (Carousel) & Rental Car Build Out; Commercial Terminal Pavement Improvements; Runway 9 Displaced Threshold Improvements; Aviation Easement Acquisition and Obstruction Mitigation; Hangars for Daytime and Overnight Transient Aircraft; and, related stormwater and other general infrastructure improvements. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. This project is included in the airport's Capital Improvement Program (CIP) on file with the FAA and GDOT. GDOT has agreed to fund the project for FY25. The airport is in need of additional automobile parking in order to accommodate the growing traffic currently using the airport and will desperately be needed to accommodate passengers when an airline begins service in Athens. Parking accommodations is a big concern with airlines during preliminary discussions when talking about future service into and out of the Athens - Ben Epps Airport. In general, the cost of this project is being funded through these sources:
   - Project Design – Airport Fund Account – 100%
   - Construction – GDOT Aviation Programs – 75%
   - Construction – SPLOST 2020 – 25%

3. The proposed parking lot will accommodate an additional 80-90 parking spaces for the airport. Prior scheduled service into Athens used passenger aircraft service with 8-12 seats. Currently, airlines are using bigger aircraft that will hold 70+ passengers.

4. The proposed Project Concept for SPLOST 2020 – The Airport Parking Lot Project consists of the design and construction for an Automobile Parking Lot. This project shall address the shortfall for parking spaces at the Athens – Ben Epps Airport. The anticipated design elements for the Parking Lot Project are as follows:
   - Concept Layout of 2 different parking lot layout options and Cost; Grading/Drainage implications;
   - Installation of temporary safety measures and traffic control;

- Construction Phasing;
- Installation of new/or modification of existing drainage infrastructure;
- Grading to provide required stormwater control/detention per state standards;
- Demolition of existing urb and gutter to provide tie-into circulation road;
- Construction of parking lot, including subgrade prep, aggregate base, pavement; curb and gutter;
- Installation of parking lot area lighting and traffic signage;
- Installation of conduit lines for potential lot ticketing access;
- Installation of EV charging capabilities for 5 stalls;
- Marking and striping for newly paved areas including ADA stalls, and
- Erosion, sedimentation and pollution control

5. The design for the Proposed SPLOST 2020 Project will be performed by ACCGov's on-call engineering firm, RS&H, Inc., for $194,144 as shown in **Attachment #1.**

6. GDOT funding is anticipated for FY25. The purpose of this Agenda Item is to have the project designed and ready for bidding upon available funding from GDOT. This project is currently waiting for approval by GDOT Commissure Russell McMurry for funding.

7. The estimated schedule for the Airport Parking Lot Project is as follows:
    - Mayor and Commission Approval 05/07/2024
    - 90% Design Documents 07/29/2024
    - 90% Design Review Meeting 08/12/2024
    - 100% Design Documents 08/26/2024
    - Bid Announcement 08/30/2024
    - Pre-Bid Meeting 09/13/2024
    - Bid Opening 09/30/2024

8. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:
    - Safely Move Around Athens Goal, Strategy E; *Enhance Safety for all Modes of Transportation*
    - 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 30 – Airport Capital Improvement Proposed Project Concept, Sub-Project #1 – Airport Parking Lot Project, as described in Facts & Issues #4;

b. Authorize staff to advance the proposed Project Concept SPLOST 2020 Project 30 – Airport Capital Improvement Proposed Project Concept, Sub-Project #1 – Airport Parking Lot Project, to the Bid and Award Phase in accordance with the approved Project Concept;

c. Approve the Work Authorization with RS&H, Inc., in the amount of $194,144 for professional design services, related to the Sub-Project #1 – Airport Parking Lot Project, through the bidding phase of the project; and

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

2. Mayor and Commission do not approve the proposed Project Concept – Airport Parking Lot Project for SPLOST 2020.

3. Mayor and Commission Defined Option.

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

DEPARTMENT:
Prepared by: Mike Mathews

Mike Mathews — 03/28/2024

Mike Mathews — Date:

ADMINISTRATIVE COMMENTS:

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



April 8, 2024

Manager — Date:

ATTACHMENTS:
Attachment #1 – Proposed Design – Airport Parking Lot

FIGURE 1: PROJECT LIMITS



II PROJECT TASKS

TASK 1 PROJECT MANAGEMENT

RS&H will provide project management which will consist of the development of a Project Work Plan and maintenance and monitoring of the plan for the duration of the project. Project schedule, scope and budget adherence will be the primary components of this task. RS&H will utilize the following methods to achieve the scope, schedule and budget adherence goals: project scope monitoring, project budget maintenance, direct client coordination (through phone conversations, email correspondence, and meetings), subconsultant coordination, project schedule/status updates, QA/QC reviews, and general project documentation.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: TSPLOST 2018 Project 01, Airport Capital Improvement Proposed Project Concept, Taxiway B Pavement Rehabilitation and Lighting Project

DATE: ~~March 27, 2024~~ April 17, 2024

EXECUTIVE SUMMARY: Taxiway B is the main taxiway to the secondary runway 2-20. The rehabilitation project will consist of milling the old pavement and replacing it with a soil cement base and then applying 4-6 inches of asphalt as a final layer. The project will include new lighting and signage along with new pavement markings. The current pavement is over 25 years old and is in poor condition. Poor condition is considered unsafe by FAA standards due to loose pavement that can be ingested by a jet engine or hit by an aircraft propeller.

BUDGET INFORMATION:

REVENUES:

$	189,113	Unrestricted Net Position (Airport Fund Balance)
$	189,113	Total Available Funding

EXPENSES:

CAPITAL:

$	189,113	Designated Design and Bidding Services – 100% Airport Fund
$	189,113	Total Available for Design Services

FUNDING SOURCE: TSPLOST 2018, GDOT Aviation Programs Grant and Airport Fund Balance

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve the proposed Project Concept for TSPLOST 2018 Project 01 – Airport Capital Improvement Proposed Project Concept, Taxiway B Pavement Rehabilitation and Lighting Project, as described in Facts & Issues #3;

b. Authorize staff to advance the proposed Project Concept TSPLOST 2018 Project 01 – Airport Capital Improvement Proposed Project Concept, – Taxiway B Pavement Rehabilitation and Lighting to the Bid and Award Phase in accordance with the approved Project Concept;

c. Approve the work authorization with RS&H, Inc, in the amount of $189,113 for professional design services, related to the Project – Taxiway B Rehabilitation and Lighting through the bidding phase of the project; and

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

HISTORY:

1. On November 7, 2017, the voters of Athens-Clarke County approved the TSPLOST Program Referendum, which included TSPLOST 2018 Project 01 – Airport Capital Improvement Project.

2. On December 7, 2017, the M&C approved an ordinance establishing TSPLOST 2018 Capital Projects budgets, which included the TSPLOST 2018 – Project 01 – Airport Capital Improvement Project.

3. In August 2018, Applied Pavement Technology completed an Engineer's Report on Taxiway B for the purpose of establishing a Pavement Classification Number (PCN) (**Attachment #1**).

4. On July 15, 2021, the Federal Aviation Administration (FAA) determined that Taxiway B would be downgraded from Good Condition to Fair Condition.

5. On December 7, 2021, the Mayor and Commission (M&C) approved a five-year on-call architectural/engineering services contract between RS&H, Inc., and the Unified Government of Athens-Clarke County (ACCGov) to provide service related to planning, architectural drawings, reports, plans, engineering documents, specifications, resident engineering services and assisting in Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) grant application processing.

6. On March 21, 2024, GDOT had requested the Airport schedule the Taxiway B project from FY25, as initially planned, to FY26 and move the Airport Parking Lot Project for from FY26 to FY25. GDOT also asked if the Airport could move forward with the Design of the Taxiway B project. This would allow the Taxiway B project to be ready for bidding for funding from GDOT if money becomes available prior to FY26

7. On April 15, 2024, the TSPLOST ~~2018 Citizens~~ Oversight Committee ~~will meet~~ met ~~to~~ and confirmed that the proposed Project Concept for the Taxiway B Pavement Rehabilitation and Lighting Project is consistent with the initial Project Statement of TSPLOST 2018, Project 01

FACTS & ISSUES:

1. The initial Project Statement for TSPLOST 2018 Project 01 – Airport Capital Improvements Program (CIP) Matching Funds reads as follows:

   TSPLOST 2018 Project 01, Airport Capital Improvements Program (CIP) Matching Funds *will include the design and construction of capital improvement projects at the Athens-Ben Epps Airport as listed in the Airport's Capital Improvement Plan, as may be amended from time to time. This funding may be used to match funding for state and/or federal grants for these projects. The projects generally include Runway/Taxiway Reconstruction/Rehabilitation/Improvements, Apron Paving, Terminal Improvements, new parking, storm drainage associated with paving, and other preventive maintenance, reconstruction, and rehabilitation activities for airport pavements. Potential matching funds from GDOT of $24 million dollars and from FAA of $5.5 million.*

   This project is included in the airport's Capital Improvement Program (CIP) on file with the FAA and GDOT. Taxiway B is the secondary taxiway to Runway 2-20 and is not eligible for FAA funding but is eligible for GDOT funding. In general, the cost of this project is being funded through these sources:
   - Project Design – Airport Funds,
   - Construction – GDOT Aviation Programs – 75%,
   - Construction – TSPLOST 2018 – 25%

2. Taxiway B is designated by the FAA and GDOT as the secondary taxiway on the airport for Runway 2-20. Runway 2-20 and Taxiway B are used when the winds indicate arrival and departure from the north or south direction or when an aircraft cannot land on the main runway with heavy crosswinds.

3. The FAA designates runway, taxiway and ramp pavement as "excellent," "good," "poor" and "unacceptable." Taxiway B pavement is considered "poor" by FAA standards. Preventative maintenance can be performed on pavement in "good" condition however rehabilitation is needed for pavement in "poor" condition.

4. The proposed Project Concept for TSPLOST 2018– Taxiway B Pavement Rehabilitation and Lighting Project consists of the design and construction for Taxiway B pavement including taxiway lighting improvement. This project shall address deteriorating pavement sections for entire length of the runway except for portions recently rehabilitated in the runway 9-27 Rehabilitation Project and will include:
   a. Horizontal and vertical taxiway geometry for Taxiway B and its associated connectors within the project limits;
   b. Taxiway pavement section;
   c. Demolition to accommodate the proposed design;
   d. Pavement and site grading;
   e. Underdrains for Taxiway B and its associated connectors within the project limits;

f. Airfield electrical lighting and signage modifications;
g. Pavement markings for all newly paved areas;
h. Construction phasing, and
i. Erosion, sedimentation and pollution control

5. The design for the Proposed TSPLOST 2018 Project will be performed by ACCGov's on-call engineering firm, RS&H, Inc for $189,113.

6. The total project is estimated to cost $2,150,000 with GDOT funding 75% of the estimated cost of $1,612,500 and the Airport funding 25% of the estimated cost of $537,500.

7. GDOT funding is anticipated for FY26 or sooner. The purpose of this Agenda Item is to have the project designed and ready for bidding upon available funding from GDOT.

8. The estimated schedule for the Taxiway B Project is as follows:
    a. Mayor and Commission Approval 05/07/2024
    b. 90% Design Documents 07/03/2024
    c. 90% Design Review Meeting 07/10/2024
    d. 100% Design Documents 07/24/2024
    e. Bid Announcement To be determined upon GDOT funding
    f. Pre-Bid Meeting To be determined upon GDOT funding
    g. Bid Opening To be determined upon GDOT funding

9. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:
    - Safely Move Around Athens Goal, Strategy E: *Enhance Safety for all Modes of Transportation*
    - 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 TSPLOST 2018 Project 01 – Airport Capital Improvement Proposed Project Concept, Taxiway B Pavement Rehabilitation and Lighting Project as described in Facts & Issues #3;

    b. Authorize staff to advance the proposed Project Concept TSPLOST 2018 Project 01 – Airport Capital Improvement Proposed Project Concept, – Taxiway B Pavement Rehabilitation and Lighting Project, to the Bid and Award Phase in accordance with the approved Project Concept;

    c. Approve the work authorization with RS&H, Inc. in the amount of $189,113 for professional design services, related to the Project– Taxiway B Pavement Rehabilitation and Lighting Project through the bidding phase of the project; and

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

2. Mayor and Commission do not approve the proposed Project Concept for the TSPLOST 2018 Project 01- Taxiway B Pavement Rehabilitation and Lighting Project.

3. Mayor and Commission Defined Option

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

DEPARTMENT:
Prepared by: Mike Mathews

Mike Mathews — 03/28/2024

Mike Mathews — Date:

April 5, 2024

TSPLOST Program Administrator — Date:

ADMINISTRATIVE COMMENTS:

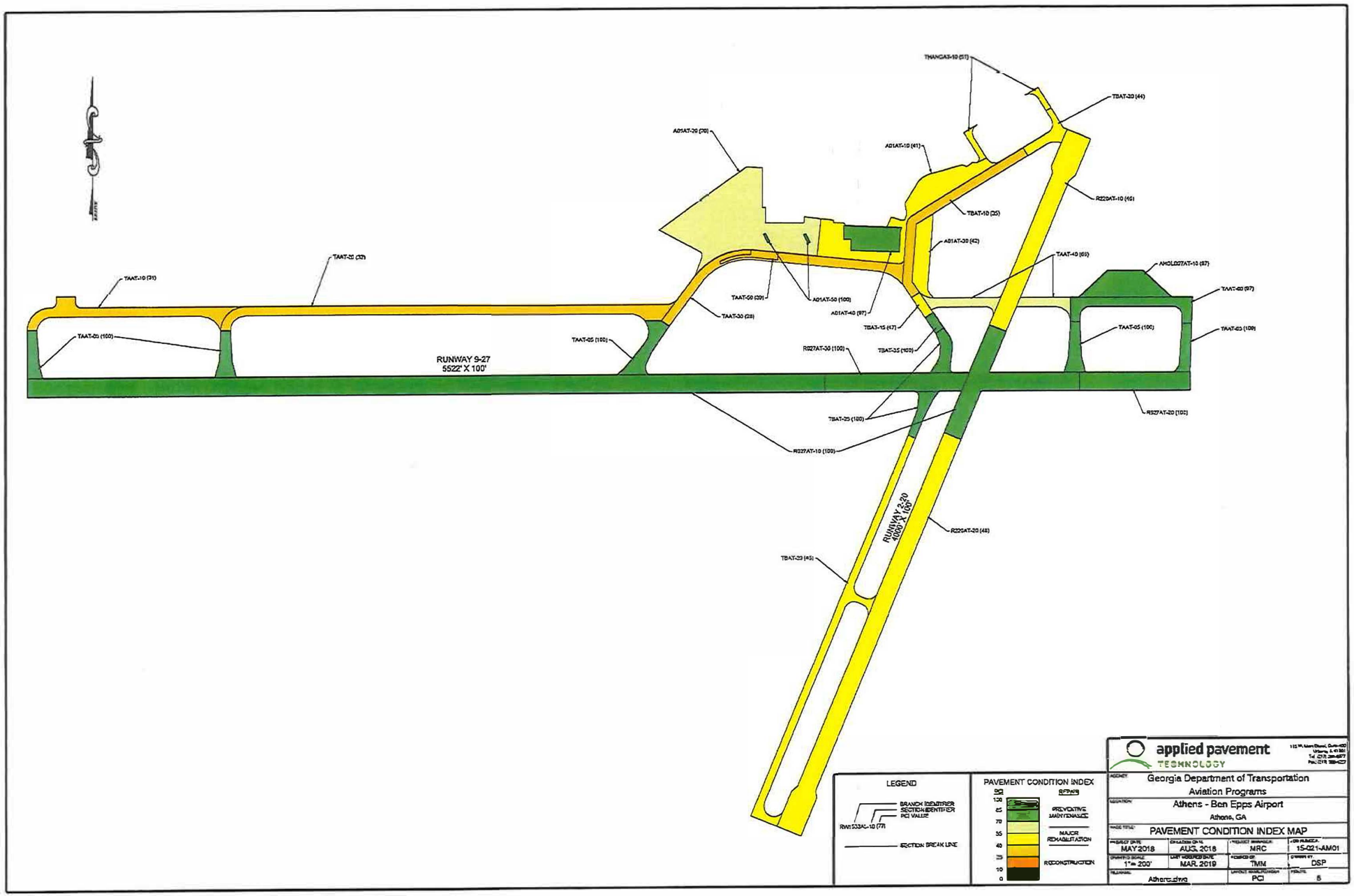
ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, c, & d

April 8, 2024

Manager — Date:

ATTACHMENTS:
Attachment #1 – Pavement Classification Report

Attachment #1



THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: TSPLOST 2018 Project 03, Bus Stop & Transfer Facility Improvements – Proposed Project Concept for Transit Transfer Facility at the Mall Redevelopment location

DATE: ~~April 4, 2024~~ April 17, 2024

EXECUTIVE SUMMARY:
The requested action is to approve the Proposed Project Concept for the TSPLOST 2018 Project 03, Bus Stop & Transfer Facility Improvements – Proposed Project Concept for Transit Transfer Facility at the Mall Redevelopment location. The Proposed Project Concept would be incorporated into the Community Benefits Agreement with the Mall Redeveloper.

BUDGET INFORMATION:

REVENUES:

$	537,339	TSPLOST 2018 Project 03 Funding (all Tiers)

EXPENSES:

$	143,495	Expensed or Encumbered
$	140,539	Designated Testing, PM & Misc. fees
$	253,305	Available for Design

FUNDING SOURCE: TSPLOST 2018 Project 03 & 04

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission:

a. Approve the Proposed Project Concept for the Mall Redevelopment Transit Transfer Facility as generally shown in **Attachment #1** and as described in Facts & Issues (F&I), as part of the TSPLOST 2018 Project 03, Bus Stop & Transfer Facility Improvements; and

b. Authorize the Mayor and other appropriate personnel to execute related documentation.

HISTORY:
1. On October 1, 1996, the M&C approved the Major Project Site Selection Process.

2. In 2016, the Unified Government of Athens-Clarke County Transit (ACCT) completed the ACCT Feasibility Study. This study was the precursor to the Transit Development Plan (TDP) and included long term visioning for the Transit System based on intensive ACCT rider input.

As part of the ACCT Feasibility Study, numerous public engagement sessions were held with over 490 people participating in the sessions.

3. On November 2, 2017, Athens-Clarke County voters approved the TSPLOST 2018 Program Referendum. This referendum included Project 03 Bus Stop & Transfer Facilities Improvements.

4. On May 1, 2018, the M&C accepted the Final TDP. The TDP serves as the basis for defining public transit needs which is a prerequisite to receipt of federal and state funding. The full report is available at: https://www.accgov.com/DocumentCenter/View/45752/Athens-Clarke-County-Transit-Development-Plan . As part of the development of the TDP, numerous public engagement sessions were held with approximately 500 people participating. Included within the TSP is the defining of need the areas of need for ACCT Transfer Facilities.

5. On October 2, 2018, M&C authorized the submittal of a Georgia Department of Transportation (GDOT) Bus and Bus Facilities Capital Program competitive grant application, in the amount of $2,825,000, to the GDOT for FY20 Bus and Bus Facilities Capital Program Grant (Title 49 U.S.C. Section 5339) Funding assistance. The Unified Government of Athens Clarke County (ACCGov) was not successful in obtaining this grant.

6. On November 5, 2019, M&C authorized the submittal of another grant application, in the amount of $1,250,000, to the Georgia Department of Transportation (GDOT) for FY20 Bus and Bus Facilities Capital Program Grant (Title 49 U.S.C. Section 5339) Funding assistance. Again, ACCGov was not successful in obtaining this Grant.

7. In July 2020, TSPLOST 2018 Project 04, Route Expansion Project was completed with all of the ACCT stop improvements for the new route.

8. On August 28, 2020, ACCGov was awarded the FY21 FTA 5339 Discretionary Grant for Remote Transfer Facilities grant, T007021 for $400,000 plus $100,000 in TSPLOST 2018 match from the TSPLOST 2018 Project 03 Bus Stop & Transfer Facilities Improvements. The Site Selection and Grant funding work is to be completed by June 30, 2022. (This funding was used to help fund the initial site selection process but cannot be used for the Mall Redevelopment locations because of the land development arrangement with a private developer.)

9. On October 5, 2020, ACCGov engaged on-call design firm Alfred Benesch & Company to perform the necessary design tasks, using the Major Project Site Selection Process, to identify and evaluate potential site for three Remote Transfer Facilities following procedures to satisfy the grant requirements.

10. On March 8, 2021, Manager Williams approved the Transit recommended User Group consisting of:

- Lillie Stewart – ACC Resident
- Bessie Freeman – ACC Resident
- Gustavo Rodriguez – ACCGov Workforce Development
- Pat Hale – Interim Transit Director
- Victor Pope – ACCT Planner

11. On March 16, 2021, the User Group held their Kick-Off meeting to get acquainted with the project scope, grant requirements, what the ACCT Transfer Facilities do for the System and expectations for the User Group.

12. On April 14, 2021, and April 26, 2021, the User Group unanimously voted to recommend the Community Values, Site Criteria, and the Technical Design Criteria Alternatives to be used for the Site Selection Process.

13. On June 28, 2021, Manager Williams issued a Notice of Proposed Administrative Action (NOPAA) to the M&C notifying them of the intent to use a Modified Major Site Selection Process to acquire sites for ACCT Transfer Facilities. The Major Project Site Selection Process, was being used, with slight modification for the selecting the sites for the ACCT Transfer Facilities, for the purposes of satisfying GDOT grant requirements and timeline. Additionally, the NOPAA advised the M&C of the intended Proposed Community Values, Site Criteria, & Technical Values Criteria to be used in the Site Selection Process.

14. On September 7, 14, & 16, 2021, three public engagement sessions were held at the Multi-modal Transfer Facility and the ACCGov Tag Office.

15. On February 1, 2022, M&C approve the Candidate Sites for three different ACCT Transfer Facility locations, including the mall redevelopment, and authorized staff to advance the Candidate Sites to further due diligence.

16. On May 3, 2022, staff presented the further due diligence to M&C in Executive Session and staff received from M&C direction on which the approved candidate site to begin land acquisition process.

17. On March 7, 2023, M&C approved the proposed Community Benefits Agreement for the project located at 3700 Atlanta Hwy., within the Mall Area Tax Allocation District (TAD), and the approved the Amended Intergovernmental Agreement related to the Mall TAD between the Unified Government of Athens-Clarke County and the Clarke County School District.

18. On December 7, 2023, ACCGov received letter from The Leven Group which outlined the added conditions that needed to be met and The Levan Group's consideration for those conditions:
    1. Transit station building will be limited to one (1) story in height;
    2. Bus protection canopies will be limited to twenty (20) feet in height and will not cover more than twenty (20) percent of the parcel; and

3. The Leaven Group shall be responsible for handling the storm water (quantity and quality) from the Transit Station property.

19. January 2024 – April 2024, ACCGov and The Leven Group, through their engineering firm BC-Collaborative, LLC, resolved several added conditions that needed to be met, as follows:
    4. Transit station building will be limited to one (1) story in height;
    5. Bus protection canopies will be limited to twenty-two (22) feet in height, from surrounding grade, and will not cover more than twenty (20) percent of the parcel;
    6. On-site stormwater will be conveyed to a connecting manhole, provided by the developer at the corner of the property, at an invert elevation of no lower than 738.0 feet; and,
    7. The Leaven Group shall be responsible for handling the storm water (quantity and quality) from the Transit Station property.

20. On April 15, 2024, the TSPLOST Oversight Committee confirmed that the proposed Project Concept for the Transit Transfer Facility at the Mall Redevelopment location is consistent with the initial Project Statement of TSPLOST 2018 Project 03, Bus Stop & Transfer Facility Improvements, Project 03.

FACTS & ISSUES:

1. The M&C and voter approved Initial Project Statement for TTSPLOST 2018 Project 03 - Bus Stop & Transfer Facility Improvements, reads as follows:

   Project* 03 - *Bus Stop & Transfer Facilities Improvement Project*, includes transit related improvements for the land acquisition, design, and construction of decentralized transit transfer facilities outside of the downtown terminal. Also, for the capital improvements of signage (static and/or electronic predictive arrival), concreate pads, seating, covered shelters over the paved pad, landscaping, lighting, route information, bicycle racks, trash cans, bus pull-offs, restroom facilities, bus/customer parking and other related bus stop improvements, as deemed appropriate by location. This funding may also be used to match funding for state and/or federal grants for additional transfer facilities or bus stop improvements.*

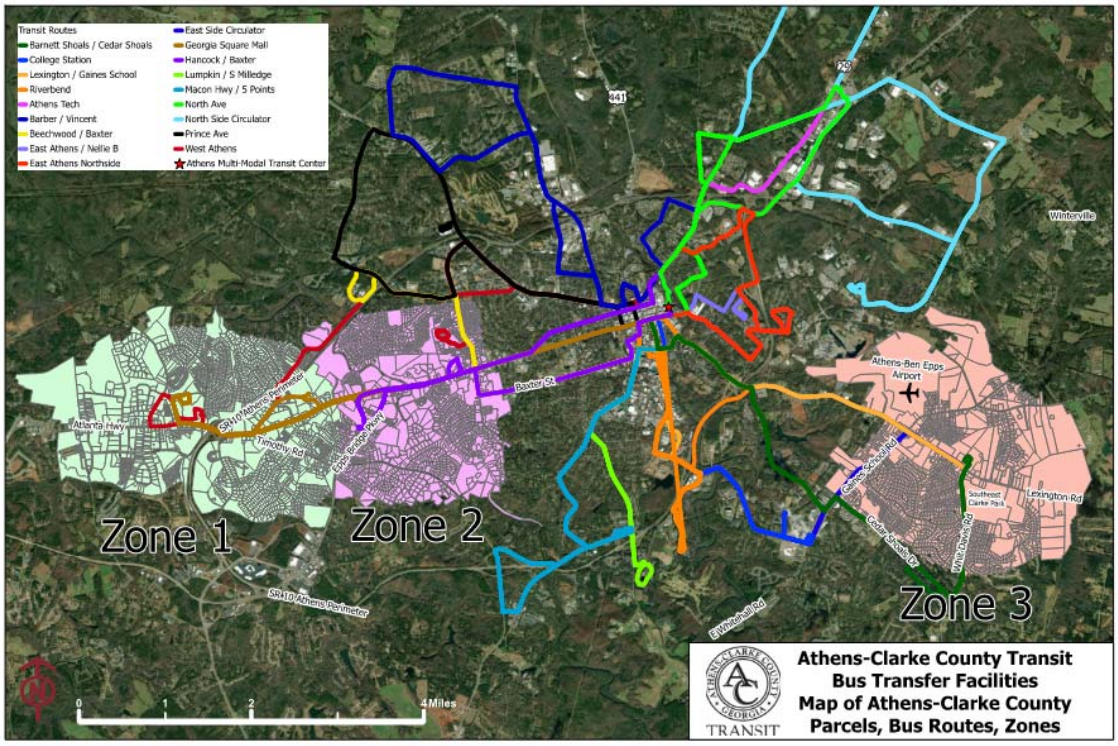
2. ACCT System is designed as a pulse system where all transfers currently occur at the Multi-Modal Transit Center (MMTC). As the system extends beyond the current service area, the ability to reach the MMTC becomes compromised and an evolution of transfer options becomes a critical component of service expansions.

3. A number of service expansion options were identified during the ACCT Feasibility Study and carried forward in the 2018 TDP. These options require the addition of ACCT Transfer Facilities that would allow these new routes to integrate with the existing system without requiring all riders to return to the MMTC during service or to transfer between routes.

4. During the development of the ACCT Feasibility Study (History #4), a public outreach program was implemented to educate the public on the project as well as to gather travel behavior data from both transit and non-transit users. The public participation program for the study included a variety of methods to seek input and provide information about the study, including public meetings, presentations, educational handouts, interactive service maps, and a public survey. Four public meetings were held with dates and times that sought to enhance accessibility to the public and optimize participation. The data gathered provided a better understanding of how transit services were being used and to identify opportunities for service adjustments. Combined these Public Engagement Sessions received comments from close to 1,000 people.

5. In addition to the planning process completed for the ACCT Feasibility Study and the TDP, there has been a considerable amount of public engagement effort incorporated into the ACCT Transfer Facilities Project. Specifically, for the Site Selection Process, the three additional public workshop meetings (History #16) were attended by an approximate total of 120 residents of Athens-Clarke County with whom the staff team spoke regarding the project. The first workshop had approximately 50 people in attendance; the second workshop had approximately 40, and the third had approximately 30 members of the public attend. Participants who talked with staff received a fact sheet with project information and instructions for providing feedback online and many of those participated in the pushpin exercise.

6. Through the TDP and in accordance with the direction provided in the June 28, 2021 NOPAA, three distinct zones, as shown below, were established for Transit Transfer Facilities:
   - **Zone 1** – represents the western portion of ACC, primarily along the Atlanta Highway Corridor from approximately the Target area to New Jimmy Daniels Road;
   - **Zone 2** – represents the western/central portion of ACC, primarily along the Atlanta Highway Corridor from Alps Road to approximately the Target area;
   - **Zone 3** – Represents the eastern portion of ACC, primarily in the Lexington Road area between the airport property and Southeast Clarke Park.



7. The Proposed Project Concept is as generally shown on **Attachment #1** meets all of the Must Have Site Selection Criteria, majority of the Highly Wanted Criteria, and many of the Nice to Have Criteria. The final elements and quantities would be further refined throughout the design process but generally the Proposed Project Concept Plan would include the following components, as funding and final design allows:
   - Parking for 20 – 50 vehicles adjacent to the facility;
   - Minimum of two curb cuts and access from two different road frontages, to allow good ingress/egress;
   - Adequate space for park & ride, rideshare, and commercial connecting services;
   - Adequate interior & exterior seating, spaces for staff and passenger interface, and offices as needed;
   - Climate controlled enclosed shelter, facility, with additional rider amenities (restrooms, waiting area, vending machines, etc.);
   - Facility would be limited to single story (due to the proposed agreements with the developer);
   - Canopy coverage for passenger access to the buses (due to the proposed agreements with the developer canopy heights would be limited to maximum 20 feet);
   - Passenger Loading bays for 6-10 or more Buses;
   - Canopy coverage for passenger access to the buses;
   - Interior and exterior seating;
   - Electric Vehicle Charging; and,
   - Bicycle Racks & Lockers.

8. As part of the negotiations on the Community Benefit Agreement (CBA) the following items have been negotiated and are to be incorporated in upcoming CBA amendment:
   - The Proposed Site Plan has been reviewed by the developer and meets their requirements for negotiating lease arrangements with property owners;
   - Facility will be designed as a single story;
   - Canopy heights will be limited to 20 feet;
   - Developer will provide all stormwater requirements for treatment and storage as part of their overall design for the redevelopment;
   - Developer is to provide all of the properties connecting sidewalks, multi-use paths, curb & gutter, roads, street trees, and,
   - On-site stormwater will be conveyed to a connecting manhole, Structure (52), provided by the developer, at an invert elevation no lower than 738.0 feet.

9. Below is a brief overview of the estimated remaining project schedule:
   - Concept Approval — May 2024
   - CBA Amendment — June 2024
   - Schematic Design for M&C Consideration — October 2024
   - Final Design & Construction — To be determined based on Funding and Developer Schedule

10. This recommendation is consistent with the following M&C Strategic Commitments:
    - Healthy, Liveable, Sustainable Athens-Clarke County
    - Shared Prosperity
    - Accountable and Responsive Government

OPTIONS:

1. Mayor and Commission:
   a. Approve the Proposed Project Concept for the Mall Redevelopment Transit Transfer Facility as generally shown in **Attachment #1** and as described in Facts & Issues (F&I), as part of the TSPLOST 2018 Project 03, Bus Stop & Transfer Facility Improvements; and

   b. Authorize the Mayor and other appropriate personnel to execute related documentation.

2. Mayor and Commission deny selection approval of the recommended Candidate Sites.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Office of the Manager – SPLOST Program Management
Prepared by: Keith Sanders, TSPLOST Program Administrator



TSPLOST Program Administrator **April 5, 2024**
Date:



Interim Transit Director, Victor Pope **April 9, 2024**
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Manager April 8, 2024
Date:

Attachment #1 – Mall Transit Transfer Facility Stage II – Proposed Project Concept Site Plan

STRUCTURE – (54)
RIM:749.91
SUMP:741.91
INV IN:741.91 18" RCP
INV IN:741.91 18" RCP
INV OUT:741.91 18" RCP

STRUCTURE – (51)
RIM:750.86
SUMP:742.44
INV OUT:742.44 18" RCP

STRUCTURE – (50)
RIM:748.16
SUMP:740.94
INV IN:740.94 18" RCP
INV OUT:740.94 18" RCP

STRUCTURE – (49)
RIM:745.92
SUMP:739.69
INV IN:739.69 18" RCP
INV OUT:739.69 18" RCP

STRUCTURE – (52)
RIM:745.66
SUMP:739.00
INV IN:739.00 18" RCP
INV IN:739.00 18" RCP

STRUCTURE – (53)
RIM:749.75
SUMP:744.04
INV OUT:742.66 18" RCP

STRUCTURE – (45)
RIM:746.71
SUMP:740.02
INV IN:740.02 18" RCP
INV OUT:740.02 18" RCP

STRUCTURE – (48)
RIM:752.03
SUMP:744.63
INV OUT:744.63 18" RCP

STRUCTURE – (46)
RIM:748.37
SUMP:742.19
INV IN:742.19 18" RCP
INV OUT:742.19 18" RCP

STRUCTURE – (47)
RIM:750.83
SUMP:743.65
INV IN:743.65 18" RCP
INV OUT:743.65 18" RCP

STRUCTURE – (43)
RIM:746.15
SUMP:740.87
INV IN:740.87 18" RCP
INV IN:740.87 18" RCP
INV OUT:740.87 18" RCP

STRUCTURE – (41)
RIM:746.50
SUMP:742.15
INV IN:742.15 18" RCP
INV OUT:742.15 18" RCP

STRUCTURE – (42)
RIM:745.09
SUMP:741.26
INV IN:741.26 18" RCP
INV OUT:741.26 18" RCP

STRUCTURE – (40)
RIM:752.11
SUMP:743.68
INV OUT:743.68 18" RCP

RETAINING WALL

Notes:

- **Transit station building will be limited to one (1) story;**
- **Bus protection canopies will be limited to twenty-two (22) feet in height, from surrounding grade, and will not cover more than twenty (20) percent of the parcel;**
- **On-site stormwater will be conveyed to a connecting manhole, Structure (52), provided by the developer at the corner of the property, at an invert elevation of no lower than 738.0 feet; and,**
- **The Leaven Group shall be responsible for handling the storm water (quantity and quality) from the Transit Station property, as part of the overall development storm water facilities.**

REV #	DATE	DESCRIPTION

benesch
Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
P 706.722.4114
www.benesch.com

ATHENS, GEORGIA

SHEET TITLE:
MALL SITE - OPTION A

PROJECT INFORMATION
JOB NO: 19021030
DRAWN BY: GV
CHECKED BY: EPH
DRAWING FILE: 2024 MALL SITE 19021030-A.DWG
DRAWING SCALE: 1"=20'
ORIGINAL RELEASE DATE: JANUARY 26, 2024

Sheet:
C1.0

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: FY25 HOME Investment Partnerships Program (HOME) Annual Action Plan V

DATE: February 2, 2024

EXECUTIVE SUMMARY:
The Housing and Community Development Department (HCD) is recommending $1,930,103 available HOME funds to support eligible affordable housing and HCD administration & planning activities for the FY25 grant year. All recommended projects support key strategies identified in the HCD Consolidated Plan and the Affordable Housing Investment Strategy.

BUDGET:

REVENUES:

FY25 HOME Investment Partnerships Program (HOME)	
$1,930,103	FY25 HOME Investments Partnerships Program Allocation
$1,930,103	**Total FY25 HOME Allocation**

EXPENSES:

FY25 HOME Funding Recommendations	
$1,020,000	Athens Housing Authority: Savannah Heights Homebuyer New Construction
$ 400,000	Athens Area Habitat for Humanity: Micah's Creek Infrastructure
$ 210,000	Athens Land Trust: CHDO Rehab of Homebuyer Unit
$ 220,000	Athens Land Trust: CHDO Rental Rehab
$ 80,103	HCD Administration and Planning
$ 1,930,103	**Total Estimated FY25 HOME Allocation**

FUNDING SOURCE: U.S. Department of Housing and Urban Development (HUD)

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission:

a. Approve the proposed HOME Annual Action Plan V for submission to HUD, as shown in **Attachment #1**;
b. Authorize acceptance of the HUD FY2024 (HCD FY25) Grant Award; and
c. Authorize the Mayor and appropriate ACCGov staff to execute all related contracts and documents.

HISTORY:

1. On September 11, 2018, ACCGov entered into a voluntary agreement with the US Department of Housing and Urban Development (HUD) to transfer its HOME program application process from a first come, first serve basis to an annual release cycle.

2. In March 2019, Housing & Community Development (HCD) staff began developing the FY2021-25 Consolidated Plan and Consolidated Plan Goals.

3. Between April 1, 2019 and June 9, 2019, HCD hosted seven community input meetings focusing on low-income populations:
    - East Athens;
    - Hancock Corridor;
    - Latinx from various ACC neighborhoods;
    - elderly and disabled individuals at the Athens Community Council on Aging; and
    - the homeless population.

4. On May 20, 2019, HCD met with the Vision Advisory Committee to discuss proposed Consolidated Plan Goals and to identify community needs. HCD staff subsequently compiled the input and data regarding the goals and objectives that would guide the U.S. Department of Housing & Urban Development (HUD) funding for the years 2021-2025.

5. On July 9, 2019, HCD presented the proposed Consolidated Plan Goals at a Mayor and Commission Work Session.

6. On July 25, 2019, HCD staff submitted the Consolidated Plan and associated FY20 Annual Action Plan I to HUD for approval. HUD subsequently approved ACCGov's FY20 Annual Action Plan and FY2021-2025 Consolidated Plan Goals:
    - Affordable Housing Development and Redevelopment
    - Economic Development and Workforce Development
    - Education and Enrichment
    - Homeless Services
    - Special Populations
    - Public Infrastructure

7. On September 3, 2019, the Mayor and Commission approved the FY2021-2025 Consolidated Plan Goals and Objectives for HUD funding.

8. On February 11, 2022, HCD suspended acceptance of any new HOME applications in preparation for transfer from its former process to an annual release cycle. HCD notified eligible applicants via email and through posting on the HCD website that no new HOME applications would be accepted prior to August 2023.

9. On July 30, 2023, HCD announced the FY25 HOME application release in the Athens-Banner Herald, on the ACCGov and HCD websites, and through NewsFlash and Listserv emails.

10. On August 8, 2023, a contract was executed with ZoomGrants software for full, online grant management of all HCD funding, including its annual HOME awards.

11. On August 18, 2023, HCD hosted a virtual public application release meeting for FY25 HOME funds and posted a recording of that video on HCD's website at https://accgov.com/5553/HOME-Program.

12. From August 19, 2023 through September 15, 2023, HCD staff provided comprehensive technical support and assistance to agencies interested in applying for HOME funding.

13. On September 1, 2023, HCD recorded an online ZoomGrants application training session for agencies to reference when applying for available funding, and posted the video on HCD's website at https://accgov.com/5553/HOME-Program.

14. On October 6, 2023, (an extended submission deadline from September 29, 2023 due to a software technical issue), the FY25 HOME applications were due to HCD through ZoomGrants and the acceptance process was closed after 4:30pm.

15. On October 7, 2023, HCD staff began its FY25 HOME application evaluation process, including regulatory subsidy layering and underwriting requirements to ensure maximum subsidy is not exceeded for any project. HCD supports CHDO and subrecipient use of the maximum allowable HOME subsidy amounts for individual units.

16. On January 16, 2024, HUD issued Notice CPD-24-01 instructing all HOME Investment Partnerships Program (HOME) formula grantees on the timing of submission of FY25 (HUD FY2024) Consolidated Plans and Action Plans. Grantees and HOME participating jurisdictions (PJs) should not submit their Plans until the actual grant amounts have been determined and announced by HUD.

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 regulations impose a two-year commitment deadline by which participating jurisdictions (PJs), such as ACCGov, must commit allocated grant funding. HUD may recapture grant funds that remain uncommitted after the statutory deadline of five years and may reallocate such funds to other PJs.

3. HOME funds may be used for rehabilitation of affordable rental housing and homebuyer units. They may also be used for new construction of affordable housing (rental and homebuyer) units.

4. HOME funds are to be used as a gap financing subsidy that is necessary to help make eligible affordable housing projects or developments cost effective for intended low-to-moderate income beneficiaries. HOME funds may not be used to replace other available city, state or federal funds and is not meant to fund any project at 100%.

5. Unencumbered HOME funds from FY22, FY23 and FY24 were made available for the FY25 HOME application release on August 18, 2023. 10% of the annual HOME budget may be allocated for HCD Administrative and Planning costs and the current HCD Planning and Administrative request for $80,130.00 is 10% of the estimated total anticipated FY25 HOME funding based on an average of the last three years' HOME awards (FY22-FY24). Upon approval of HUDs FY2024 (HCD FY25) appropriation, and after official notification from HUD of HCDs actual FY25 HOME award, HCD will allocate the correct funding amount for HCD Planning and Administrative activities in its Annual Action Plan V submission.

Agency	Activity	Total App Score	Ranking	FY25 Funding Request	FY25 Funding Recommendation
Athens Housing Authority	Act I Homes Program: Savannah Heights new construction of 4 single family homebuyer units and down payment assistance	92.33	1	$1,297,188	$1,020,000
Athens Area Habitat for Humanity	Micah's Creek: Infrastructure to support development of affordable housing rental and homebuyer units	90.67	2	$1,500,000	$400,000
Athens Land Trust	235 Colima Ave.: CHDO Rehabilitation of single-family homebuyer unit	89.67	3	$246,500	$210,000
Athens Land Trust	825 Reese St.: CHDO Rental rehabilitation of single-family unit	87.33	4	$258,800	$220,000
Athens Land Trust	482 Ruth St.: CHDO New construction of 5 single family homebuyer units	86.33	5	$1,470,825.92	$0
			Total	**$4,773,313.92**	**$1,850,000**

6. HOME regulations require that at least 15% of the annual budget be set aside for specific activities to be carried out by a Community Housing Development Organization (CHDO). A CHDO is a private nonprofit, community-based organization that has staff capacity to develop affordable housing for the community it serves. There is currently only one active CHDO at this time in Athens-Clarke County, Athens Land Trust; however, HCD actively provides guidance to other organizations on how they may become certified as a CHDO.

7. The proposed FY25 Annual Action Plan **(Attachment #1)** and FY25 HOME Recommendations Summary **(Attachment #2)** identifies proposed activities and funding recommendation breakdowns for submitted applications.

8. The programs and funding outlined in **Attachment #1**, or as modified by the Mayor and Commission, will represent the fifth Annual Action Plan of the five-year Consolidated Plan for Housing and Community Development activities.

9. The FY25 (July 1, 2024 – June 30, 2025) Annual Action Plan will be available for public review and comment for 30 days, from April 8, 2024 through May 8,2024, on the Athens-Clarke County Government website: https://www.accgov.com/394/Housing-Community-Development; the East Athens Development Corporation and the Housing & Community Development Department office.

10. HCD staff is typically required to submit the Mayor and Commission approved HCD Annual Action Plan to HUD no later than May 17, 2024; however, CPD-24-01 (published by HUD on January 16, 2024) has issued guidance to delay AAP submission as a result of Congress not

yet passing HUDs FY2024 appropriation. Upon approval of HUDs FY2024 appropriation, and after official notification from HUD of HCDs actual FY25 HOME award, HCD will submit its Annual Action Plan V in IDIS for HUD review and approval. Per federal statute, Annual Action Plans must be submitted no later than August 16, 2024.

11. Upon approval of the HOME Annual Action Plan V, environmental reviews for awarded projects will be completed by HCD staff. All environmental review requirements must be satisfied before any HOME funds may be committed and expended.

12. Upon HUD's acceptance of the Annual Action Plan V, HCD staff will initiate contract execution for each agency's allocated HOME funding. HCD staff will begin implementation of Action Plan V activities by July 1, 2024.

13. These recommendations support the following ACCGov Strategic Plan Goals, Strategies, and/or initiatives:
    a. Strategy 2D: Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, nonprofit capacity building, and problem solving with connected community partners.
    b. Strategy 4A: Support home ownership by increasing opportunities for low-and middle-income people to own a home and help people retain and remain in homes.
    c. Strategy 4C: Preserve and increase the supply of affordable rental housing.
    d. Strategy 4D: Prevent and reduce homelessness by enabling supportive housing options that meet a variety of needs.
    e. Strategy 4E: Improve equitable housing opportunities in identified disinvested or underinvested areas.
    f. Strategy 4F: Provide support to tenants to improve quality of life.
    g. HCD Affordable Housing Investment Strategy

OPTIONS:

1. Mayor and Commission:
    a. Approve the proposed HOME Annual Action Plan V for submission to HUD, as shown in **Attachment #1**;
    b. Authorize acceptance of the HUD FY2024 (HCD FY25) Grant Award; and
    c. Authorize the Mayor and appropriate ACCGov staff to execute all related contracts and documents.

2. Mayor and Commission deny approval of the proposed HOME Annual Action Plan V for submission to HUD.

3. Mayor and Commission defined option.

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

DEPARTMENT: Housing and Community Development

Prepared by: Melinda Lord



Melinda Lord , Assistant Director

03/12/2024
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b & c



Manager

April 8, 2024
Date:

ATTACHMENTS:

Attachment #1. FY25 HOME Funding Recommendations
Attachment #2. FY25 HOME Funding Recommendations Summary
Attachment #3. FY25 HOME Staff Scoring and Ranking

Attachment #1

Athens-Clarke County
Housing & Community Development Department
July 1, 2024-June 30, 2025 Annual Action Plan
HUD HOME Investment Partnerships Program (HOME)

HOME Investment Partnerships Program:
HOME Investment Partnerships Program Funding: $1,930,103.00

FY25 July 1, 2024 – June 30, 2025 HOME funded Affordable Housing Activities:

Affordable Housing Objectives

1. Athens Housing Authority……. $1,020,000.00
   Savannah Heights: New construction of 4 single-family homebuyer units and downpayment assistance.
2. Athens Area Habitat for Humanity ……$400,000.00
   Micah's Creek: Infrastructure to support new construction of single-family homebuyer development activities.
3. Athens Land Trust (CHDO)……$210,000.00
   235 Colima Avenue: Rehabilitation of a single-family homebuyer unit and CHDO operating expenses.
4. Athens Land Trust (CHDO)……$220,000.00
   825 Reese Street: Rehabilitation of a single-family rental unit and CHDO operating expenses.

Total HOME Affordable Housing…… ……..……...$1,850,000.00

Administration and Planning

5. HCD Planning and Administration……. $80,103.00
   (10% Cap)

Total HOME Administration…….…...$80,103.00

TOTAL FY25 HOME……...…….……... $1,930,103.00

Attachment #2

Athens-Clarke County Unified Government

Housing and Community Development Department Consolidated Plan

July 1, 2024 – June 30, 2025

Annual Action Plan V

Summary of FY25 HOME Proposals

The Athens-Clarke County
Housing and Community Development Department (HCD)
375 Satula Avenue
Athens, GA 30601
706.613.3155
www.accgov.com/hcd

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HCD Goals and Priorities
HOME Investment Partnerships Program Synopsis
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Goals and Priorities for the Consolidated Plan – July 1, 2020 through June 30, 2025

The Consolidated Plan is a five-year strategic plan that requires annual updates known as Annual Action Plans. The Annual Action Plan outlines HOME and CDBG funded projects and activities. All HOME funded projects are required to meet a Consolidated Plan goal and National Objective.

On May 9, 2019, HCD staff initiated a series of seven focus group meetings to identify community resources and citizen concerns regarding housing and community development needs. HCD held each meeting in a different location, on a different day of the week, at a different time of day over an eight-week period. The focus groups were as follows: East Athens community, Latinx community, Hancock Corridor, Vision Committee, Elderly/Disabled, and two community wide Input meetings. Approximately 60 people participated in the community assessment meetings. Upon completion of the seven meetings, HCD staff sorted and consolidated the comments and concerns of all meeting participants into four topics: social services, business and employment services, housing related services, and community improvements. HCD drafted goals and objectives from the information gathered.

On May 20, 2019, HCD staff met with the Vision Committee to finalize proposed Consolidated Plan goals and objectives and to obtain their input.

On September 3, 2019, the Mayor and Commission approved the FY21-FY25 Consolidated Plan goals.

Consolidated Plan Goals and the CDBG Application for Funding

Following are the FY21-25 Consolidated Plan Goals as approved by the Mayor and Commission:

1. **Affordable Housing Development and Redevelopment:** To increase the amount of affordable housing for low and moderate-income Athens-Clarke County residents, and to provide access to services that help households access and maintain affordable housing.

2. **Economic Development and Workforce Development:** To promote the upward economic mobility of low and moderate-income Athens- Clarke County residents through, small business, worker-owned cooperative entrepreneurship, and workforce development support.

3. **Education and Enrichment:** To support the educational development and growth of children in Athens- Clarke County through educational, enrichment, and supportive services.

4. **Homeless Services:** To prevent and end homelessness through emergency shelter, permanent housing, prevention, street outreach, and other homeless services.

5. **Special Populations:** To enhance quality of life for individuals with mental illness, individuals with a substance use disorder, individuals with disabilities, individuals who are formerly incarcerated, and seniors.

6. **Public Infrastructure:** To foster public infrastructure improvements that improve the lives of low and moderate-income residents in Athens-Clarke County.

HOME Investment Partnerships Program

The HOME program is designed to promote partnerships among the US Department of Housing and Urban Development (HUD) and various federal entities, state, and local governments, and those in the non-profit and for-profit sectors who build, own, manage, finance, and support low-income housing initiatives. HOME provides the flexibility needed to fund a wide range of low-income housing initiatives through creative and unique housing partnerships. The HOME Program was created under *Title II* of the *Cranston Gonzales National Affordable Housing Act of 1990*.

HOME funds may be used for rehabilitation of affordable rental housing and homebuyer units. HOME funds may also be used for new construction of affordable rental housing and homes for homebuyers. All projects must be located within the geographic boundaries of Athens-Clarke County, Georgia. And must meet the requirements established under 24 CFR Part 92 (*HOME Investment Partnership Program*), the Athens-Clarke County Consolidated Plan, Annual Action Plan, HCD Affordable Housing Strategic Plan, ACCGov Strategic Plans and other Community Housing Goals for Athens-Clarke County.

HOME funds are only to be used as a gap financing subsidy, determined as necessary through subsidy layering and underwriting review, to help make project or development costs effective for the intended low-to-moderate income beneficiary. HOME funds may not be used to replace other available city, state or federal funds.

HCD currently has **$1,930,103** HOME funds available to support FY25 affordable housing activities.

10% Administration cap $80,103
15% CHDO Setaside $127,891
10% CHDO Operating.....$20,000
HOME Entitlement..... $1,702,109
FY25 HOME..... $1,930,103

FY25 HOME available for allocation: $1,850,000
$1,930,103 less $80,103 administration funding

On May 7, 2024, the Mayor and Commission will hold a Consolidated Plan public hearing to approve Annual Action Plan V activities and funding for Fiscal Year 2025 (July 1, 2024 – June 30, 2025).

Affordable Housing

The primary mission of the Athens-Clarke County Consolidated Plan for Housing is to foster and maintain affordable housing in the community. Affordable housing development and sustainability partners pursue several means of achieving this mission.

Goal: Affordable Housing Development and Redevelopment
To Increase the amount of affordable housing for low and moderate-income Athens-Clarke County residents and to provide access to services that help households access and maintain affordable housing.

Agency	Activity	Total App Score	Ranking	FY25 Funding Request	FY25 Funding Recommendation
Athens Housing Authority	Act I Homes Program: Savannah Heights new construction of 4 single family homebuyer units and down payment assistance	92.33	1	$1,297,188	$1,020,000
Athens Area Habitat for Humanity	Micah's Creek: Infrastructure to support development of affordable housing rental and homebuyer units	90.67	2	$1,500,000	$400,000
Athens Land Trust	235 Colima Ave.: CHDO Rehabilitation of single-family homebuyer unit	89.67	3	$246,500	$210,000
Athens Land Trust	825 Reese St.: CHDO Rental rehabilitation of single-family unit	87.33	4	$258,800	$220,000
Athens Land Trust	482 Ruth St.: CHDO New construction of 5 single family homebuyer units	86.33	5	$1,470,825.92	$0
			Total	**$4,773,313.92**	**$1,850,000**

FY25 HOME Affordable Housing Proposal

Agency Name: Athens Housing Authority	
Project Name: ACT I Homes Program: Savannah Heights Homebuyer New Construction and DPA	
Contact: Rachel Deal, Housing Programs Manager	
HOME Requested: $1,297,188.00	**HOME Staff Recommendation:** $1,020,000.00

Staff Funding Recommendation Summary:
3 beds/2.5 baths
Total Cost Per House: **$270,000.00**
New Construction Hard Costs: $250,000 each X 3 houses = **$750,000.00**
Down Payment Assistance: $20,000 each X 3 houses = **$60,000.00**

- 195 Thicket Court
- 215 Thicket Court
- 225 Thicket Court

2beds/2.5 baths
Total Cost Per House: **$210,000**
New Construction Hard Costs: $190,000 each X 1 house = **$190,000.00**
Down Payment Assistance: $20,000 each X 1 house = **$20,000.00**

- 205 Thicket Court

Total HOME Funds Recommendation Summary:
$1,020,000.00 is **78.6%** of the original HOME request of $1,297,188.00
Total New Construction Hard Costs recommendation: **$940,000**

- **79.8%** of the original HOME request of $1,177,188

Total Down Payment Assistance recommendation is **$80,000**

- **66.67%** of the original HOME request of $120,000

Project Summary:
The Athens Housing Authority (AHA) is a governmental entity in charge of public housing in Athens-Clarke County. AHA's mission is to provide secure, affordable, quality housing and resources, which encourage and sustain independence for wage earners, elderly, and families.

Athens Housing Authority (AHA), under the ACT I Homes homeownership program, plans to construct four (4) detached single family houses in the established Savannah Heights neighborhood in East Athens. This neighborhood is located in Census tract 302, shovel ready, with electrical and water stubs.
AHA proposes to construct three 3bed/2.5 bath houses and one 2bed/2.5 bath house.

- 195 Thicket Court
- 205 Thicket Court
- 215 Thicket Court
- 225 Thicket Court

These homes will be sold to eligible homebuyers with household income less than 80% of Athens Clarke County AMI. AHA will set sales prices at appraised values not to exceed HUD HOME New Homeownership Sales Price limits for Athens-Clarke County.

AHA is requesting HOME funds to support low-income homebuyer development activities for new construction and down payment assistance. AHA will use non-federal dollars for their portion of construction.

AHA proposed HOME budget includes:

- $1,177,188.00 Hard Construction Costs for four houses
- $120,000.00 Down Payment Assistance (2nd mortgage $30,000 per house)

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

AHA will work with partners to include realtors, lenders, and other housing agencies to seek potential qualified buyers interested in becoming homeowners.

Performance Evaluation: Not funded in FY22, FY23 or FY24

HCD Committee Ranking: #1 (out of 5)

FY25 HOME Affordable Housing Proposal

Agency Name: Athens Area Habitat for Humanity	
Project Name: Micah's Creek Infrastructure (Homebuyer and Rental New Construction Support)	
Contact: Charles Smith, Vice President of Operations	
HOME Requested: $1,500,000.00	**HOME Staff Recommendation:** $400,000.00

Staff Funding Recommendation Summary:
Infrastructure related to Micah's Creek new construction homebuyer and rental development activities located at the corner of Little Oak Street and Burney Street.

Hard Construction Costs (Non-Residential): **$400,000**

This recommendation includes on-site infrastructure hard costs, including:

- New on-site improvements such as sidewalks, utility connections, and sewer or water lines.
- Cost related to building new, off-site utility connections to an adjacent street that are eligible when necessary to connect on-site infrastructure to utility distribution system.
- Total infrastructure costs must be pro-rated based on HOME-eligible and ineligible portions.

Activities not eligible for HOME funding consideration include:

- Off-site infrastructure
- Construction contingency.
- Duplication of services and/or benefits received from multiple funding sources.

Total HOME Funds Recommendation Summary:
$400,000.00 is **27%** of the original HOME request $1,500,000

Project Summary:
Athens Area Habitat for Humanity, Inc. (AAHFH) plans to build a neighborhood known as Micah's Creek (MC) located in Census Tract 302. The proposed development will include approximately 40-47 owner-occupied homes; homes will be priced at less than $150,000. Approximately 15 rental homes known as Lydia's Second Home (L2H) will be constructed within Micah's Creek. The housing units will serve individuals or families who earn 50-80% of the area median income (AMI) with particular focus on those earning 50-60% of AMI. On December 5, 2023, the M&C approved AAHFH Mixed Density Residential Planned Development on 11.74 acres known as 437-445 Little Oak Street and 111-151 Burney Street, Athens GA 30601.

AAHFH is proposing HOME dollars to help fund Micah's Creek infrastructure costs associated with this development. Other Federal or State Funds to support includes but not limited to $535,000 for land acquisition and $1,990,300 for infrastructure; $2,091,461 for infrastructure and $2,220,608 for 15 houses; and $1,500,000 ARPA Affordable Housing for 10 houses.

AAHFH HOME Funds request includes the following uses:

- Infrastructure Design Fees (all drawings for utilities plus the infrastructure designs of roads, sidewalks, stormwater, curbs, gutters, and landscaping)
- Miscellaneous Infrastructure Fees (fees associated with water and sewer connection including tap fees, trenching, piping, electrical connection surveys, and engineering inspections.

- Infrastructure materials and labor costs for clearing/earthwork, paving (streets and parking lots), sidewalks, water lines, sewers, curbs, gutters, stormwater management, and landscaping.
- Construction Contingency for abnormal weather delays, cost overruns, incomplete designs or design errors, minor changes in the work, concealed conditions, and regulatory changes.
- Testing that includes, but is not limited to soil, environmental (including noise), hazard materials, and traffic.

AAHFH proposed HOME budget includes:

- $496,760.00 Materials and Supplies
- $500,000.00 Hard Construction Costs
- $503,240.00 Soft Costs (Project Management -W&A $250K, Site Plan- W&A $250K, and Insurance)

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

AAHFH has created a partnership with East Athens Development Corporation who is based in the neighborhood. Three community meetings were conducted and a public comment period with ACC Planning Commission. Lydia's Place will identify qualifying residents for the Second Home units.

Performance Evaluation: Not funded in FY22, FY23 or FY24

HCD Committee Ranking: #2 (out of 5)

FY25 HOME Affordable Housing Proposal

Agency Name: Athens Land Trust	
Project Name: 235 Colima Ave.: CHDO Rehab of Homebuyer Unit	
Contact: Chadsity Young, Affordable Housing Director	
HOME Requested: $246,500.00	**HOME Staff Recommendation:** $210,000.00

Staff Funding Recommendation Summary:
3 beds/2 baths
Total Cost Per House: **$210,000.00**
Rehabilitation Hard Costs: **$177,000.00**
Development and Infrastructure: **$17,000.00**
Soft Costs, including Project Management: **$6,000.00**
CHDO Operating Funds (Personnel and Fringe Benefits): **$10,000.00**

Total HOME Funds Recommendation Summary:
$210,000.00 is **85%** of the original HOME request of $246,500.00

Total Rehabilitation Hard Costs recommendation: **$177,000**

- **86%** of the original HOME request of $205,386

Total Development and Infrastructure recommendation: **$17,000**

- **86%** of the original HOME request of $19,800

Total Soft Costs recommendation: **$6,000**

- **53%** of the original HOME request of $11,314

Total CHDO Operating recommendation is **$10,000**

- **100%** of the original HOME request of $10,000

Project Summary:
The Athens Land Trust (ALT) is a Community Housing and Development Organization (CHDO) that strives to conserve, empower, and sustain communities through responsible and visionary land use. Using the community land trust model that ensures owner-occupancy and perpetual affordability, ALT builds and rehabilitate single and multi-family housing in historically under-resourced neighborhoods in Athens-Clarke County.

ALT is requesting HOME funds for homebuyer development activities to include CHDO operating and moderate to major rehabilitation to preserve affordable housing for low-income households. ALT proposes to renovate one vacant detached single-family home located in Census Tract 9. The home will have three bedrooms and two baths, and will be sold to a household with income less than 80% of the Area Median Income. The expected sales price will be between $100,000 -$115,000.

ALT proposed HOME budget includes:

- $236,500.00 Rehabilitation Costs (Construction Hard Costs, Development and Infrastructure, Other Soft Costs)
- $10,000.00 CHDO Operating funds to provide Personnel housing staff support and project oversight

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

ALT works closely with housing partners for referrals of potential clients interested in becoming homeowners. ALT works with First American Bank and Trust and Capital City Home Loans to provide a mortgage program designed for Athens Land Trust clients.

Performance Evaluation:

FY24	
HOME Project: Cottages at Dublin Street, Phase I, Homebuyer New Construction	
Project: $484,000 for the development of three affordable homebuyer units	
Total Funds Expended: $103,055.26 (21.3%)	3 HOME-assisted units will be completed and sold to eligible homebuyers.
Project Status: Active	
FY23	
HOME Project: 863 & 883 Reese Street, Rental Rehabilitation	
Project: $178,840 for rehabilitation of two single-family houses	
Total Rehab Funds Expended as of 12/30/2023: $44,308.67 out of $168,340. **Total Operating Funds Expended as of 12/30/2023:** $805.22 out of $10,500.	2 HOME-assisted units will be rehabbed for future tenant occupancy.
Project Status: Active	
FY22	
HOME Project: 874 & 876 Waddell Street, Homebuyer New Construction	
Project: $265,374 for the development of two affordable homebuyer units	
Total Funds Expended: $265,374	2 HOME-assisted units were completed and sold to eligible homebuyers
Project Status: Complete	

HCD Committee Ranking: #3 (out of 5)

FY25 HOME Affordable Housing Proposal

Agency Name: Athens Land Trust	
Project Name: 825 Reese St.: CHDO Rental Rehab	
Contact: Chadsity Young, Affordable Housing Director	
HOME Requested: $258,800.00	**HOME Staff Recommendation:** $220,000.00

Staff Funding Recommendation Summary:
2 beds/2 baths
Total Cost Per House: **$220,000.00**
Rehabilitation Hard Costs: **$204,000.00**
Soft Costs, including Project Management: **$6,000.00**
CHDO Operating Funds (Personnel and Fringe Benefits): **$10,000.00**

Total HOME Funds Recommendation Summary:
$220,000.00 is **85%** of the original HOME request of $258,800.00

Total Rehabilitation Hard Costs recommendation: **$204,000**

- **85%** of the original HOME request of $238,800

Total Soft Costs recommendation: **$6,000**

- **60%** of the original HOME request of $10,000

Total CHDO Operating recommendation is **$10,000**

- **100%** of the original HOME request of $10,000

Project Summary:
The Athens Land Trust (ALT) is a Community Housing and Development Organization (CHDO) that strives to conserve, empower, and sustain communities through responsible and visionary land use. Using the community land trust model that ensures owner-occupancy and perpetual affordability, ALT builds and rehabilitate single and multi-family housing in historically under-resourced neighborhoods in Athens-Clarke County.

ALT is requesting HOME funds for homebuyer rental development activities to include CHDO operating and moderate to major rehabilitation to preserve affordable rental housing for low-income households (tenants). ALT proposes to renovate one vacant detached single-family home known as 825 Reese Street located in Hancock Corridor, Census Tract 6. The house will have two bedrooms and two baths. The home will be rented to households earning less than 65% of Area Median Income.

ALT proposed HOME budget includes:

- $248,800.00 Rehabilitation Costs (Construction Hard Costs, Development and Infrastructure, Other Soft Costs)
- $10,000.00 CHDO Operating funds to provide Personnel housing staff support and project oversight

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

ALT will work with affordable housing partners and conduct community outreach efforts to residents, churches, and institutions in the neighborhood in order to seek potential qualified renters.

Performance Evaluation:

FY24	
HOME Project: Cottages at Dublin Street, Phase I, Homebuyer New Construction	
Project: $484,000 for the development of three affordable homebuyer units	
Total Funds Expended: $103,055.26 (21.3%)	3 HOME-assisted units will be completed and sold to eligible homebuyers.
Project Status: Active	
FY23	
HOME Project: 863 & 883 Reese Street, Rental Rehabilitation	
Project: $178,840 for rehabilitation of two single-family houses	
Total Rehab Funds Expended as of 12/30/2023: $44,308.67 out of $168,340. **Total Operating Funds Expended as of 12/30/2023:** $805.22 out of $10,500.	2 HOME-assisted units will be rehabbed for future tenant occupancy.
Project Status: Active	
FY22	
HOME Project: 874 & 876 Waddell Street, Homebuyer New Construction	
Project: $265,374 for the development of two affordable homebuyer units	
Total Funds Expended: $265,374	2 HOME-assisted units were completed and sold to eligible homebuyers
Project Status: Complete	

HCD Committee Ranking: #4 (out of 5)

FY25 HOME Affordable Housing Proposal

Agency Name: Athens Land Trust	
Project Name: 482 Ruth St.: CHDO Homebuyer New Construction	
Contact: Chadsity Young, Affordable Housing Director	
HOME Requested: $1,470,825.92	**HOME Staff Recommendation:** $0.00

Staff Funding Recommendation Summary:
Staff is not recommending this project for funding.

Project Summary:
The Athens Land Trust (ALT) is a Community Housing and Development Organization (CHDO) that strives to conserve, empower, and sustain communities through responsible and visionary land use. Using the community land trust model that ensures owner-occupancy and perpetual affordability, ALT builds and rehabilitate single and multi-family housing in historically under-resourced neighborhoods in Athens-Clarke County.

ALT is requesting HOME funds for homebuyer development activities to include CHDO operating and new construction. ALT plans to construct five (5) detached single family houses, replacing a demolished home at 482 Ruth Street, Census tract 301. These homes will be sold to eligible homebuyers with household income less than 80% of the Area Median Income. The five detached homes will be approximately 1100-1400 square feet. ALT proposes each house will have three bedrooms, and two baths, and the expected sales price will be between $110,000- $150,000. ALT's ground lease preserves the affordability for 99 years.

ALT proposed HOME budget includes:

- $1,041,250.00 Hard Construction Costs
- $83,750.00 Soft Costs including Project Management
- $270,000.00 Development and Infrastructure
- $44,500.00 Down Payment Assistance
- $31,325.92.00 CHDO Operating funds to provide Personnel housing staff support and project oversight

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

ALT will work with affordable housing partners and conduct community outreach efforts to residents, churches, and institutions in the neighborhood in order to seek potential qualified homebuyers.

Performance Evaluation:

FY24	
HOME Project: Cottages at Dublin Street, Phase I, Homebuyer New Construction	
Project: $484,000 for the development of three affordable homebuyer units	
Total Funds Expended: $103,055.26 (21.3%)	3 HOME-assisted units will be completed and sold to eligible homebuyers.
Project Status: Active	
FY23	

HOME Project: 863 & 883 Reese Street, Rental Rehabilitation	
Project: $178,840 for rehabilitation of two single-family houses	
Total Rehab Funds Expended as of 12/30/2023: $44,308.67 out of $168,340. **Total Operating Funds Expended as of 12/30/2023:** $805.22 out of $10,500.	2 HOME-assisted units will be rehabbed for future tenant occupancy.
Project Status: Active	
FY22	
HOME Project: 874 & 876 Waddell Street, Homebuyer New Construction	
Project: $265,374 for the development of two affordable homebuyer units	
Total Funds Expended: $265,374	2 HOME-assisted units were completed and sold to eligible homebuyers
Project Status: Complete	

HCD Committee Ranking: #5 (out of 5)

Attachment #3: FY25 HOME Staff Scoring and Ranking

Agency	Project Name	Funding Requested	Total Score	Ranking	Recommended Funding
Athens Housing Authority	Act I Homes Program: Savannah Heights new construction of 4 single family homebuyer units and down payment assistance	$1,297,188.00	92.33	1	$1,020,000.00
Athens Area Habitat for Humanity	Micah's Creek: Infrastructure to support development of affordable housing rental and homebuyer units	$1,500,000.00	90.67	2	$400,000.00
Athens Land Trust	235 Colima Ave.: CHDO Rehabilitation of single family homebuyer unit	$246,500.00	89.67	3	$210,000.00
Athens Land Trust	825 Reese St.: CHDO Rehabilitation of single family rental unit	$258,800.00	87.33	4	$220,000.00
Athens Land Trust	482 Ruth St.: CHDO New construction of 5 single family homebuyer units	$1,470,825.92	86.33	5	$0.00
	Total Requested:	**$4,773,313.92**	**Total Available:**		**$1,850,000.00**

ACC HOME Program [Reviewer Totals]

Organization Name / Application Title	Requested Amount	Average Recommend	Trial Decision	R1	R2	R3	Committee Score	Adm Q1	Adm Q2	Adm Q3	Adm Q4	Adm Q5	Adm Q6	Adm Q7	Adm Q8	Adm Q9	Adm Q10	Adm Score	Total Score
Athens Area Habitat for Humanity, Inc Micah's Creek Infrastructure	1,500,000.00	400,000	Approve	56	54	60	56.67	7	3	4	2	2	2	2	2	5	5	34	90.67
Athens Housing Authority ACT I Homes Program	1,297,188.00	1,020,000	Approve	60	62	62	61.33	7	2	4	1	2	2	2	1	5	5	31	92.33

Athens Land Trust 235 Colima Ave CHDO Homebuyer Rehab	246,500.00	210,000	Approve	63	63	62	62.67	7	3	4	2	2	2	2	0	5	0	27	89.67
Athens Land Trust 482 Ruth Street CHDO New Construction	1,470,825.92	0	Decline	61	58	59	59.33	7	3	4	2	2	1	2	1	0	5	27	86.33
Athens Land Trust 825 Reese HOME CHDO Rental Rehab	258,800.00	220,000	Approve	63	61	60	61.33	7	2	4	1	2	1	2	2	5	0	26	87.33
5 displayed 0 not included	4,773,313.92	1,850,000																	

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: RFP 24034 – ACCGov Space Allocation Study

DATE: March 22, 2024

EXECUTIVE SUMMARY: This agenda item recommends an award of up to $226,000 to Cooper Carry, Inc to complete a space allocation plan for ACCGov. This study is inclusive of facilities used by ACCGov and ACCGov facilities used by non-profit and quasigovernmental tenants. The core plan will take approximately 15 months and will be used to inform how ACCGov can better meet its space needs while also planning for future growth.

BUDGET INFORMATION:
REVENUES: $0

EXPENSES:
ANNUAL:
CAPITAL:
OTHER: $ 226,000 – Space Allocation Plan and Project Alternates

FUNDING SOURCE: Space Allocation Capital Project

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission:

a. Approve the selection of Cooper Carry, Inc. as the most responsive proposal for the provision of a comprehensive space allocation plan for the Unified Government of Athens-Clarke County (ACCGov); and
b. Authorize Mayor and appropriate staff to execute the proper documentation to award the contract to Cooper Carry, Inc. for an amount not to exceed $226,000 for the plan.

HISTORY:

1. In 1998, an initial Space Allocation Study was completed for the existing Athens-Clarke County Courthouse by Sizemore Floyd Architects. The purpose for the study was to develop and implement a long-term Strategic Plan for the relocation of the administrative functions from the Courthouse to provide more space for judicial functions.

2. In May 2010, an additional Space Allocation Study of the existing Courthouse was completed by the Sizemore Group. The purpose of this study was to update the previous study after some administrative functions have been moved from the Courthouse to other locations (e.g. Satula, City Hall, Dougherty Building, etc.) and to provide a 10-year needs analysis and strategic plan.

3. On September 10, 2018, a Space Allocation Study of select Athens-Clarke County (ACCGov) departments was completed by Prime Engineering. This study provided a five- and ten-year space needs analysis of 20 departments and offices outside of the Courthouse. The summary of this Space Allocation Study recommended the construction of a new 142,000 SF facility and a recommended $92.2 million budget and a 7-to-9-acre site, assuming traditional surface parking.

4. On April 2, 2019, the M&C, through a Commission Defined Option (CDO), approved the inclusion of a new Judicial Center, surface parking, renovation of the courthouse and annex as a proposed project on the upcoming SPLOST 2020 Program Referendum, under the title Project 01 – Facilities Space Modernization. In this CDO the M&C set the project budget at $77.9 million, which was well below the staff recommended budget of $92.4 Million.

5. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum. This Referendum included the Project 01 - Facilities Space Modernization. The Referendum also included the approval of the issuance of general obligation debt to facilitate the construction of the Project within the first few years of the SPLOST 2020 Program.

6. On April 5, 2022, Mayor Kelly Girtz assigned the Costa Building to the Property Committee, for use recommendations and an application process in consultation with the User Group for that SPLOST Project.

7. On June 13, 2022, Croft and Associates—the project architect for the new Judicial Center—issued the finalized program for the new Judicial Center detailing the needs of each department. The total estimated square footage needed to accommodate the needs of all the departments is 172,058 SF, which was approximately 32,058 SF greater than the 2018 Space Allocation Study estimate (History #3) that was used to establish SPLOST 2020 budget requests.

8. On July 15, 2022, Croft and Associates issued the initial construction cost estimate, based on the program. The estimated total project budget for the new 172,058 SF Judicial Center and courthouse renovation is now estimated at $140 million, assuming a construction start of late 2024.

9. On May 18, 2022 the Property Committee, with Central Services staff support, reviewed Costa Building Occupancy Load and Restrictions. Committee members asked staff to hold this topic until after the Committee completed a recommendation for a tenant(s) for the Taylor Grady House.

10. On January 24th, 2023, Interim Central Services Director Gavin Hassemer gave a short presentation to the Property Committee about the space allocation needs of the Unified Government of Athens-Clarke County.

11. On January 27th, 2023, Gavin Hassemer gave a similar presentation about space allocation needs at the M&C Budget Retreat.

12. On June 13, 2022, Croft and Associates issued the finalized program for the new Judicial Center detailing the needs of each department. The total estimated square footage needed to accommodate the needs of all the departments is 172,058 SF.

13. On January 24th, 2023, Interim Central Services Director Gavin Hassemer gave a short presentation to the Property Committee about the space allocation needs of the Unified Government of Athens-Clarke County.

14. On January 27th, 2023, Gavin Hassemer gave a similar presentation about space allocation needs at the M&C Budget Retreat.

15. On June 6, 2023, the M&C approved the FY24 Annual Operating and Capital Budget. This budget included $235,000 for a comprehensive ACCGov space allocation assessment and minor interim renovations.

16. On August 23, 2023, staff completed an interim update to the portions of the 2018 Space Allocation Assessment (History #3) that related to administrative users of City Hall, the Civic Building, the Dougherty Street Building, and the Satula Avenue Building.

17. On December 5, 2023, the M&C approved the Property Committee Recommendation to designate the use of the Costa Building for ACCGov operations.

18. On January 23, 2024, RFP #24034 for the Athens-Clarke County Space Allocation Plan was released.

19. On February 20, 2024, the M&C, under Suspension of Rules, authorized the purchase and renovation of property located at 440 College Avenue. This property was purchased in anticipation of meeting ACCGov's growing space needs.

20. On February 29, 2024, the proposal submission period ended for RFP #24034. In total four proposals were received from:
    - ASD|SKY
    - Cooper Carry
    - Jones Lang LaSalle Americas - d/b/a JLL
    - Tunnell, Spangler & Associates - d/b/a TSW

21. On March 1, 2024, the RFP #24034 review committee received the proposals, without pricing, from the Finance Department.

22. On March 18, 2028, the review committee submitted an evaluation score summary for the proposals, without pricing.

23. On March 20, 2024, the Finance Department shared proposal pricing with the review committee.

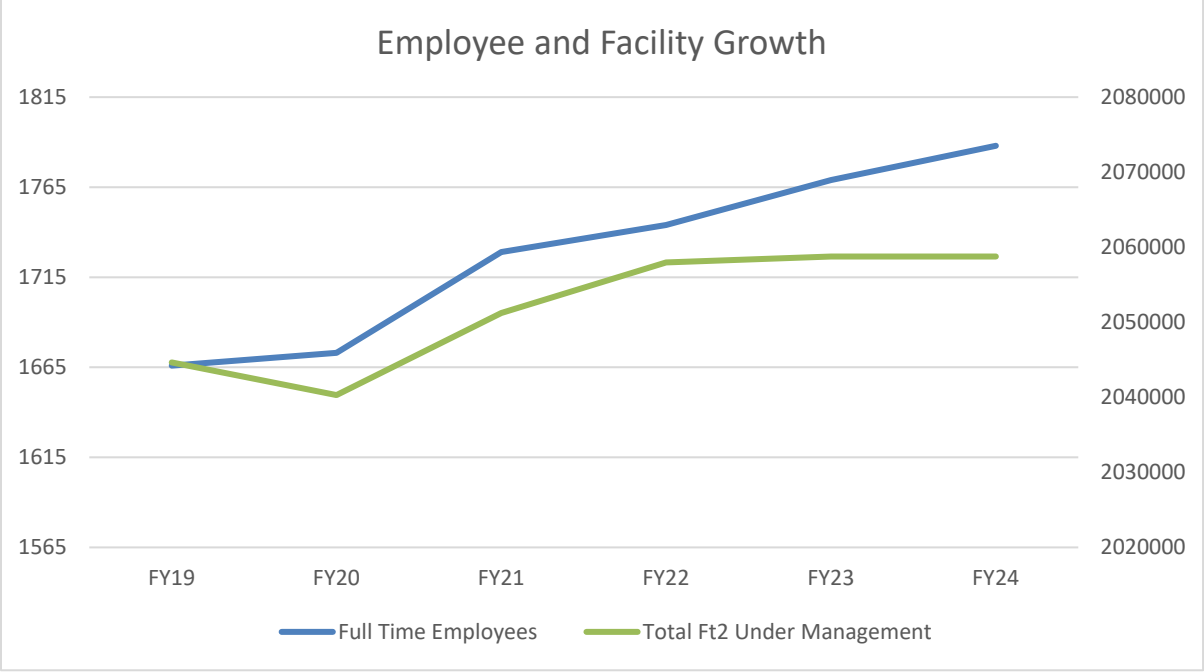
24. On March 21, 2024, the review committee submitted an updated evaluation score summary for the proposals, with pricing, and a recommendation of award for RFP #24034. After evaluating the proposal and pricing, the review committee recommended Cooper Carry as the recommended vendor for the Space Allocation Plan.

25. On March 22, 2024, ACCGov completed the acquisition of property at 440 College Avenue.

26. On March 27, 2024, the Finance Department certified the RFP #24034 review panel selection of Cooper Carry for award of the associated contract.

FACTS & ISSUES:

1. Since FY19, ACCGov has added 122 fulltime positions, while only increasing gross building area by 14,000 ft^2, which amounts to 115 ft^2/additional employee. Once it is factored in that new gross building area includes things like park restrooms, the Airport Commercial Terminal, and equipment storage bays, it is clear that employee work spaces have not kept pace with the growth in the ACCGov workforce.



2. As a result, ACCGov is at a critical need for space. The most recent projection for designated users of the Judicial Center (History #7) indicates there is a need for 99,000 ft^2 more than the current courthouse, and the interim update of select administrative users in the 2018 Space Allocation Assessment (History #16) identifies a current deficit of more than 18,800 ft^2.

Additional space deficits are anticipated to emerge as ACCGov conducts the comprehensive Space Allocation Assessment in 2024.

3. The impacts of overcrowding have been temporarily moderated through higher than usual vacancy rates, the implementation of telework, and the sharing of offices and cubicles. The benefit of these practices will begin to fade as vacancy rates decrease and staffing continues to increase.

4. ACCGov depends on the completion of the Judicial Center and the subsequent renovation of the current courthouse as the primary mechanism to address its space allocation challenges. However, the most recent construction budget of $140 million for the Judicial Center (History #8) is nearly double the $77.9 million allocated for the construction of the Judicial Center and the renovation of the Courthouse.

5. The Central Services Department has implemented extraordinary measures to create additional working space within ACCGov facilities. These measures include the renovation and reactivation of Old Fire Station #2 and modification of spaces for GIO, Inclusion, HR, HCD, Organizational Development, Elections, and others. These extraordinary measures are temporary and not sustainable.

6. At the request of staff, the M&C have approved more substantial measures to address ACCGov's space needs by designating the Costa Building for staff use and through the pending purchase and renovation of property at 440 College Avenue.

7. As the spaces in the Costa Building and 440 College Avenue enter service, ACCGov will have the opportunity to use spaced vacated by functions relocating to those buildings to further decompress other ACCGov departments that exceed their allocated space needs.

8. As a best practice, a comprehensive space plan should be used to inform the decision on how to allocate and optimize existing spaces. A space plan will further detail where long term space needs are projected to emerge. A comprehensive space plan has not been completed for ACCGov since 1996.

9. After reviewing all proposals, the review committee recommends the proposal from Cooper Carry, Inc. (**Attachment #1**) as the top qualified proposal. In the review, this proposal received a score of 90 out of 100 possible points. The review committee noted the following strengths regarding this proposal:
   - The approach accounts for both in-person and hybrid work environments and will project space needs as they exist currently and over five and ten year horizons.
   - The project team has prior experience on similar projects and good tenure with the firm. The have partnered with a 3rd party cost estimator for financial projections.
   - The firm references were good, noting satisfactory performance as it relates to both budget and scheduling.
   - While the proposed timeline is longer than a year, it is realistic and identifies specific milestones.

- The proposal price is within the target range and has offered reasonable rates for the project additions.

10. The base price for the Cooper Carry proposal is $182,000. They have also offered to complete alternate assignment #1 to assess the space needs of non-profit tenants using ACCGov facilities for an additional cost of $22,000, and to complete alternate assignment #2 to assess the space needs of quasigovernmental entities using ACCGov facilities for an additional cost of $22,000. Staff recommends that both project alternates be included so ACCGov has a fully comprehensive understanding of how space is being used in the community.

11. The plan will take approximately 15 months to complete. The addition of project alternates #1 and #2 to assess non-profit and quasigovernmental space will take an additional 3-5 months to complete. In order to streamline the process, Staff will work with Cooper Carry to see if the project alternates can be completed as addendums to the primary report. This will permit ACCGov to understand its core space needs in a timely manner.

12. It will take approximately a year for staff to fully renovate the newly acquired property at 440 College Avenue. Given the alignment of these timelines, and the work already underway in the Costa Building renovation and elsewhere, staff propose that this Space Allocation Plan will identify which additional ACCGov operations are best decompressed through the use of the new space on College Avenue.

13. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Organizational Improvement Goal, Strategy C: *Provide the tools staff need to improve their daily work and deliver better service to residents.*

OPTIONS:

1. Mayor & Commission:
    a. Approve the selection of Cooper Carry, Inc. as the most responsive proposal for the provision of a comprehensive space allocation plan for Athens-Clarke County; and
    b. Authorize Mayor and appropriate staff to execute the proper documentation to award the contract to Cooper Carry, Inc. for an amount not to exceed $226,000 for the plan.

2. Mayor & Commission deny approval of vendor selection of Cooper Carry, Inc.

3. Mayor & Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a and b

DEPARTMENT: Central Services
Prepared by: Andrew Saunders



3/22/24

Andrew Saunders
Central Services Director

Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



April 1, 2024

Manager

Date:

ATTACHMENTS:

Attachment #1 - Cooper Carry Proposal for ACCGov Space Allocation Plan



SPACE ALLOCATION PLAN

ATHENS-CLARKE COUNTY
RFP #24034
SUBMITTED BY: COOPER CARRY, INC.

FEBRUARY 29, 2024

COOPER CARRY



MILTON CITY HALL
MILTON, GA

© 2024 Cooper Carry, Inc.

February 29, 2024

COOPER CARRY

Angie Perteet
Senior Buyer
The Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, Georgia 30601

RE: RFP #24034 - ATHENS-CLARKE COUNTY SPACE ALLOCATION PLAN ATHENS, GEORGIA

Dear Ms. Perteet,

We are thrilled to have this opportunity to share with you our response to RFP #24034 Athens-Clarke County Space Allocation Plan. We have carefully reviewed the RFP materials and you will see in the following pages that we bring expertise in preparing facility space master plans, space allocation plans, and strategic development plans that guide public sector institutions, such as yours, to future capital projects, program growth, and decision making related to their facilities. Our capabilities include planning, programming, analysis of all aspects of building functionality and utilization, and engagement with diverse community members.

We understand that you are looking for a partner in your efforts to identify a space allocation strategy looking at current, 5-year and 10-year space needs projections that support your overall mission. We understand the importance of efficient and effective space utilization supports the mission and service delivery to your community. With Cooper Carry's ecosystem of practice studios, we are uniquely positioned to offer programming and space allocation expertise to deliver a strategic plan in alignment with your vision, goals and overall mission.

To make this a reality, we have assembled a collaborative team with rich experience in public sector space planning, programming, and utilization analysis, including but not limited to, judicial, public safety, recreational and administrative users. Led by our programming studio, but working hand in hand with our government and workplace studios, we will inform your project with the latest data, trends, and best practices. Each member of the team has unique capabilities that support and complement each other. Together, we bring you the experience, expertise and attentive service to deliver a streamlined and engaging process in creating an executable space allocation plan.

Our process involves a deep dive investigation into the data, as well as, interactive engagement with the stakeholders to get a complete understanding of the project vision and goals. Our team's unique ability to connect with stakeholders, synthesize information, and translate the information into an implementable strategy will ensure that, if selected, we will be able to create a framework for the future with a concrete, realistic plan for achieving measurable success.

We appreciate your consideration and look forward to sharing our ideas with you.

Sincerely,

Dots Colley, AIA, Associate Principal
Director of Programming
Cooper Carry, Inc.

191 PEACHTREE STREET NE, SUITE 2400
ATLANTA, GEORGIA 30303-1770
TEL 404 237 2000
FAX 404 237 0276



CENTER FOR INNOVATION, THE HATCHERY
EMORY UNIVERSITY, ATLANTA, GA

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We know that excellence in design emerges from the people and culture of a particular place. We design for context in all its complexity and sophistication. We engage key project stakeholders in a collaborative process that builds consensus for design. We seek to work side-by-side with clients both on-site and on the drawing board.

BUSINESS INFORMATION



COOPER CARRY ATLANTA OFFICE
ATLANTA, GEORGIA

COOPER CARRY

Focused on designing exceptional places, Cooper Carry is one of the nation's most dynamic, context-driven design firms. Since our founding in 1960, we have steadily built a reputation for our attention to detail and strive to incorporate our projects with surrounding buildings, communities and the environment through a contextual design philosophy. Our multidisciplinary approach integrates specialized knowledge to create Connective Architecture: connecting ideas and people to the places where they work, relax, live and learn.

With offices in Atlanta, Charlotte, Boulder/Denver, Washington, DC and New York City, Cooper Carry provides comprehensive architecture, planning, interior design, landscape architecture, environmental graphic design, branding, and sustainability consulting services to support all markets, building typologies and project types. Our professionals work in studios to bring focused expertise, while collaborating with others to bring projects to fruition and flourish.

Our holistic approach has long brought leaders and designers from these multi-disciplinary studios together to tackle complex projects. For this project, our architects and designers in the higher education studio will work with you to bring you creative design solutions while being efficient, functional and sustainable.

PROGRAMMING

Cooper Carry's Programming & Predesign Strategies Studio bridges design and engagement to shape human connections to spaces. Our designers and analysts are passionate about strategizing with clients and stakeholders to further define and align the project vision with spatial and functional requirements. Working across Cooper Carry's mixed-use ecosystem, we bring personality to projects and forge pathways for programming solutions for offices, government, primary and higher education, science and technology, and more.

COMPANY NAME

Cooper Carry, Inc.

OFFICE LOCATIONS

Atlanta, GA
Office from which project will be managed
Boulder/Denver, CO
Charlotte, NC
New York, NY
Washington, DC

PRIMARY CONTACT

Dots Colley
Associate Principal
404-237-2000
dotscolley@coopercarry.com

PHONE & FAX NUMBERS

Phone: 404-237-2000
Fax: 404-237-0276

FORM OF OWNERSHIP

Privately-owned corporation
(Incorporated in 1960)

STATE OF INCORPORATION

Georgia

NUMBER OF YEARS IN BUSINESS

64 years

COMPANY WEBSITE

www.coopercarry.com

QUALIFICATIONS & OPERATIONS

With over 250 architecture and design professionals, Cooper Carry has the resources to fully staff and shepherd this project from beginning to end . Our core project team, including our consultants, will remain on the project from beginning to end, facilitating awareness of the intricacies of the project for any additional team members added to the project. Each member of the design team has the current time, requisite experience, and resources to complete this project efficiently and expeditiously. Our team will work fluidly with the project owners, users, and stakeholders to make this project a long-lasting success. Cooper Carry will coordinate its work through regular communication and meetings with the entire design team to ensure each deliverable in the project scope receives expert input and thorough attention to be delivered on time and on budget.

COOPER CARRY

Architect of Record / Design Architect

Cooper Carry is organized around a diverse range of specialty practice groups, or studios. These studios are comprised of professionals with extensive experience in design and construction of their respective building type. We have selected a few relevant subject matter experts from our various studios to provide industry expertise for your project. They will be engaged in the project from beginning to end, lending support and insights to the core design team.

PALACIO COLLABORATIVE

Cost Estimator

Palacio Collaborative, Inc. was founded in 2006 in Atlanta, GA as a full service construction cost and value management firm. We have provided cost and value management for diverse building types in most industry sectors. Our value-added services manage cost, preserve the integrity of the design and deliver to the owner the most building for the money. Palacio is a certified Disadvantaged, Minority and Hispanic Business Enterprise (DBE, MBE and HABE, respectively).





DESIGN TEAM - COOPER CARRY

Dots Colley
DIRECTOR OF PROGRAMMING
PRIMARY POINT OF CONTACT

Sean McLendon
DESIGN PRINCIPAL

Beth McArthur
PROJECT MANAGER

Erika Luker
INTERIOR DESIGNER

CONSULTANT TEAM

Palacio Collaborative
COST ESTIMATING

STAFF WORKLOAD

PROJECT NAME	TEAM MEMBERS INVOLVED	CURRENT PHASE
Clemson University, Alumni & Visitor Center *	Brian Campa, Christopher Bivins. Dots Colley, Saeed Dornajafi, Gloria Hahn	Construction Administration
Glenn School at Emory University	Beth McArthur	Design Development - Anticipated Completion 12/2024
Johnson Ferry Master Plan	Sean McLendon	Design Development
Piedmont Healthcare Administrative Support Services	Dots Colley	Programming and Building Test Fits
Amber Grace Community	Dots Colley, Erika Luker	Construction Administration - Anticipated Completion 2025
Ebenezer Baptist Church Education Building	Dots Colley, Beth McArthur	Design Development- Anticipate Completion 2025
NAVFAC P1312, P254, P246, P162, P883	Sean McLendon, Dots Colley, Erika Luker, Beth McArthur	Construction Administration - Completion Summer 2024
Virginia Tech, Hitt Hall *	Erika Luker, Beth McArthur	Construction Administration - Completion 6/2024
Southern Law	Dots Colley	Programming - Completion August 2024

DOTS COLLEY, AIA, IIDA, LEED AP®

DIRECTOR OF PROGRAMMING



As Director of Programming at Cooper Carry, Dots specializes in working with clients and stakeholders to craft program statements and documentation that set a foundation for successful and executable projects. She leads complex programming efforts for a wide range of architecture and interior design projects. Dots brings over 30 years of architecture and interior design experience, including expertise in higher education, government, science and technology, and office workplace facilities. She is an expert working with large institutional stakeholder groups and is passionate about engaging personally with every team member. Dots joined Cooper Carry in 1998 and was named Associate Principal in 2015.

RELEVANT EXPERIENCE

Fulton County Central Library Renovation, LEED Gold®, Atlanta, GA
Georgia State University, 25 Park Place Facility Space Planning Study & Detailed Facility Programming Services, Atlanta, GA
Fulton County Government Complex, Atlanta, GA
Bibb County Government Complex, designed for LEED-NC Certification, Macon, GA
Federal Bureau of Investigation Field Office, LEED Silver®, Charlotte, NC
GSA Camp Creek, ICE Center, Atlanta, GA
GSA Spring Street, DHS & DOJ Office Building, Atlanta, GA
Roosevelt Warm Springs Institute for Rehabilitation Residence Hall & Training Building, Warm Springs, GA
Athens Technical College, Health Sciences Center, LEED Silver®, Athens, GA
Atlanta Metropolitan College, Sciences Building, Atlanta, GA
Augusta University / University of Georgia Medical Partnership, Russell Hall Renovation, Athens, GA
Clemson University, Alumni & Visitors Center, Clemson, SC
College of Coastal Georgia, Science & Allied Health Building Renovation, Brunswick, GA
Emory University, Callaway Memorial Center Renovations, Atlanta, GA
Emory University, Rollins School of Public Health Expansion Feasibility Study, Atlanta, GA
Georgia College & State University, Integrated Science Complex, Milledgeville, GA
Georgia Institute of Technology, School of Applied Physiology, Engineering Center Renovation, Atlanta, GA
Georgia Institute of Technology, Jesse W. Mason Building Renovation, Atlanta, GA
Georgia State University, 3rd Floor Annex Renovation for University Research Support Services & Administrations Office, Atlanta, GA
Georgia State University, Creative Media Industries Institute, Atlanta, GA
Georgia State University, Decatur Campus Space Study, Decatur, GA
Georgia State University J. Mack Robinson College of Business, Delta Student Success Center, Atlanta, GA

EDUCATION

MASTER OF ARCHITECTURE, GEORGIA INSTITUTE OF TECHNOLOGY, 1990
BACHELOR OF SCIENCE IN ARCHITECTURE, GEORGIA INSTITUTE OF TECHNOLOGY, 1986

REGISTERED ARCHITECT

GEORGIA #RA008176

ACCREDITATIONS

LEED AP®, U.S. GREEN BUILDING COUNCIL® (USGBC®)

ASSOCIATIONS

AMERICAN INSTITUTE OF ARCHITECTS (AIA)
INTERNATIONAL INTERIOR DESIGN ASSOCIATION (IIDA)

COOPER CARRY

M. SEAN MCLENDON, AIA

DESIGN PRINCIPAL



Sean joined Cooper Carry in 1995 and has served as Principal since 2008, leading the firm's Office Workplace and Government studios. With over 30 years of professional design experience, he specializes in highly secure, design-build, government, corporate, healthcare, and parking facilities. Sean has a particular interest in integrating mixed-use thinking into office buildings to improve the workplace experience, integrating the latest trends to improve constituent relations and employee retention, and designing facilities that are both physically and data secure.

RELEVANT EXPERIENCE

Milton Public Safety Complex-Police Station, Courthouse and Fire Station, Milton, GA
Alcovy Environmental Education Center, Covington, GA
Atlanta Community Food Bank, LEED Silver®, Atlanta, GA
Bibb County Courthouse (Programming & Schematic Design), Macon, GA
Bibb County Juvenile Justice Center, Macon, GA
Boy Scouts of America Volunteer Service Center, Atlanta, GA
Marcus Atlanta Jewish Community Center, Dunwoody, GA
Milton City Hall, Milton, GA
Naval Air Station Jacksonville (NAVFAC Southeast), P-8A Integrated Simulation/Training Center, LEED Gold®, Jacksonville, FL
U.S. Army Corps of Engineers, Deployment Readiness Training Center, Robins Air Force Base, Warner Robins, GA
U.S. Army Corps of Engineers, Value Engineering Studies, Savannah District, Savannah, GA
100 Milton Park, Alpharetta, GA
200 Milton Park, Alpharetta, GA
100 Northwinds Tower and Parking Deck, Alpharetta, GA
400 Northwinds Center West, Alpharetta, GA
500 Northwinds Center West, Alpharetta, GA
600 Northwinds Center West, Alpharetta, GA
Burton Hills IV, Nashville, TN
Carolina Square, Chapel Hill, NC
Cumberland, Atlanta, GA
Easton Oval, Columbus, OH
Highwoods Office Park at Cool Springs, Franklin, TN
Lake Nona, Orlando, FL
Metropolitan Plaza, LEED Silver®, Charlotte, NC
One Northwinds Center, Alpharetta, GA
The Forum at Piazza at Paces, Atlanta, GA
Three Northwinds Center, Alpharetta, GA
Two Northwinds Center, Alpharetta, GA

EDUCATION

MASTER OF ARCHITECTURE, GEORGIA INSTITUTE OF TECHNOLOGY, 1988
BACHELOR OF SCIENCE, GEORGIA INSTITUTE OF TECHNOLOGY, 1986
L'ECOLE DES BEAUX ARTS, 1986

REGISTERED ARCHITECT

GEORGIA #RA007706
ALABAMA #7885
COLORADO #402600
FLORIDA #AR95062
NEW YORK #039523-1
NORTH CAROLINA #11243

ASSOCIATIONS

AMERICAN INSTITUTE OF ARCHITECTS (AIA)
BUILDING OWNERS AND MANAGERS ASSOCIATION (BOMA)
DESIGN BUILD INSTITUTE OF AMERICA (DBIA)
NATIONAL ASSOCIATION OF INDUSTRIAL OFFICE PARKS (NAIOP)
SOCIETY OF AMERICAN MILITARY ENGINEERS (SAME)
URBAN LAND INSTITUTE (ULI)
NATIONAL ASSOCIATION OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)

BETH MCARTHUR, NCIDQ

PROJECT MANAGER



Beth brings 15 years of experience in a variety of projects, including multifamily, education, retail, government, and office workplace. As a Project Manager, she is committed to conceptual design and leveraging her detail-driven approach to bring the creative direction to life, all while maintaining the budget, schedule, and design integrity through construction. She is passionate about leading and building trust and collaboration in her relationships with her clients and project team. Beth McArthur joined Cooper Carry in 2020 and was named Senior Associate in 2022.

GOVERNMENT

Naval Facilities Engineering Command (NAVFAC)

- Legal Services Support Section, NC
- Hadnot Point Mess Hall, NC
- Classified Buildings in support of Naval Special Warfare Groups, VA

Boiling Springs Library, Boiling Springs, SC*
Carolina Alliance Bank, Spartanburg, SC*
City of Manassas Fire Station 21, Manassas, VA*
Fort Meade Child Development Center, Fort Meade, MD*
Tactical Response Force Alert Facility, Malmstrom Air Force Base, MT*

OFFICE WORKPLACE

Avocet Tower, LEED Platinum®, Bethesda, MD
CARE, DC Field Office Relocation, Washington, DC
Rosslyn City Center Tenant Renovations, Arlington, VA

K-12 EDUCATION

Loudoun County Public Schools, Briar Woods
High School Addition, Ashburn, VA
Loudoun County Public Schools, Potomac Falls High School
Weight Room Additions, Potomac Falls, VA
Fairfax County Public Schools, Herndon Elementary
School Renovation & Addition, Herndon, VA
Immanuel Christian High School, Office to School Conversion, Alexandria, VA
McNair Upper Elementary School, Herndon, VA*
Spartanburg High School, Spartanburg, SC*
Tilden Middle & Rock Terrace School, Rockville, MD*

RETAIL

Assembly Food Hall at Rosslyn City Center, Arlington, VA

HIGHER EDUCATION

Wofford College, Joe E. Taylor Athletic Center, Spartanburg SC*
Wofford College, The Richardson Building, Spartanburg, SC*
Wofford College, Village Housing, Spartanburg, SC*

EDUCATION

BACHELOR OF FINE ARTS, INTERIOR DESIGN, CONVERSE COLLEGE, 2008

REGISTERED INTERIOR DESIGNER

NCIDQ #35300

ASSOCIATIONS

NATIONAL COUNCIL OF INTERIOR DESIGN QUALIFICATIONS (NCIDQ)
NATIONAL ASSOCIATION FOR INDUSTRIAL AND OFFICE PARKS (NAIOP)

COOPER CARRY

ERIKA LUKER, NCIDQ

INTERIOR DESIGNER



Erika joined Cooper Carry in 2018 as a member of the Interior Design Studio and was named Associate in 2022. She has worked on projects spanning a variety of sectors, including higher education, office workplace, government, and senior living. While Erika has worked on all project phases, her expertise is in concept development, finish selection, and furniture and equipment specification. Whether working on a one million square foot (SF) office workplace project or a 7,000 SF renovation project, she is passionate about bringing human-centric design to the table and creating a sense of belonging in any space. Erika is skilled at weaving a client's story throughout a project and thrives on collaboration with clients and peers.

RELEVANT EXPERIENCE

P1519 Legal Services Support Section Facility & Courthouse, Marine Corps Base Camp Lejeune, NC
Fulton County, ADA Modifications & Common Areas, Atlanta, GA
NAVFAC Security Building, Cherry Point, NC
Park Center, Phase II, LEED Gold®, Dunwoody, GA
Davidson/Pivot Office Renovation, Dunwoody, GA
Town Center 4 at North Fork, a University of Virginia Discovery Park, LEED Gold®, Charlottesville, VA
Auburn University, School of Kinesiology, Auburn, AL
Howard University, National Research Center for Health Disparities, Tracking LEED Gold, Washington, DC
Institute for Human and Machine Cognition, Healthspan, Resilience and Performance Research Complex, Pensacola, FL
Middle Tennessee State University Applied Engineering Building, Murfeesboro, TN
Oglethorpe University, Cousins Center for Science & Innovation, Atlanta, GA
PHLOW Continuous Drug Manufacturing, Research & Development Lab, Richmond, VA
University of Georgia, Boyd Graduate Studies Research Center Renovations, Athens, GA
University of Georgia, Science Hill Restroom Enabling, Athens, GA
University of Virginia, Biocomplexity Institute Tenant Fit-Out at Town Center 4, Charlottesville, VA
US Pharmacopeia (USP) Laboratory Renovations, Rockville, MD
USP Advanced Manufacturing Technology Laboratory, Richmond, VA
Virginia Tech Myers Lawson School of Construction Hitt Hall, New Dining Facility & Classroom Building, Tracking LEED Gold, Blacksburg, VA
Auburn University, Tony & Libba Rane Culinary Science Center, Tracking LEED Silver, Auburn, AL
Emory University, Center for Innovation - The Hatchery, Atlanta, GA
Georgia Institute of Technology, Campus Center FF&E, Atlanta, GA
University of Georgia Journalism Building, MFA Film Production Studio Renovation, Athens, GA

EDUCATION

BACHELOR OF SCIENCE IN INTERIOR DESIGN, AUBURN UNIVERSITY, 2018

ACCREDITATIONS

NATIONAL COUNCIL FOR INTERIOR DESIGN QUALIFICATION (NCIDQ) CERTIFIED
LEED® GREEN ASSOCIATE™, U.S. GREEN BUILDING COUNCIL® (USGBC®)

ACCREDITATIONS

COMMERCIAL REAL ESTATE WOMEN (CREW)

COOPER CARRY

MICHAEL D. PALACIO, CPE

CHEIF COST ESTIMATOR



Michael D. Palacio has over twenty years of experience in the Design and Construction industry. Michael is President and Chief Cost Manager of Palacio Collaborative, Inc. a full-service Construction Cost and Value Management firm in Atlanta, Georgia. In this capacity, Michael leads projects ranging from $1 Million to over $100 Million providing timely and accurate cost estimates. Under Michael's oversight, each project achieves Palacio Collaborative's core mission to manage cost from start to finish, preserve the integrity of the design and give the Owner the most building value within the budget. A Certified Professional Estimator, Michael has worked on numerous building types in every industry sector including projects that have achieved LEED Platinum Certification and below. As a member of the US Green Building Council, Palacio Collaborative has assisted the Owner achieve sustainability and long-term best value for their projects.

SELECT PROJECT EXPERIENCE

Fulton County Command Center
Fulton County Adamsville Health Center Site Analysis
Georgia Capitol Square
Georgia Department of Corrections Energy Audits Georgia Department of Corrections President's House and Denmark Fitness Center Renovation
General Services Administration Rome Courthouse Testing

PALACIO COLLABORATIVE

EDUCATION

BACHELOR OF SCIENCE IN ARCHITECTURE, GEORGIA INSTITUTE OF TECHNOLOGY

ACCREDITATIONS

CERTIFIED PROFESSIONAL ESTIMATOR

POTENTIAL ADDITIONAL SERVICES

The following potential additional services are not required to complete the requirements set forth in the RFP, but can be provided as additional services by Cooper Carry and may enhance the success of the project:

1. **ADDITIONAL COMMUNITY ENGAGEMENT MEETING/PRESENTATIONS**
   If it is found to be necessary to inform the community about this project, Cooper Carry can create content and lead large town hall presentation meeting to inform the community at large about the overall goal of the project and findings from the study.

2. **ADVANCED DATA VISUALIZATION OR INTERACTIVE DASHBOARDS**
   Cooper Carry can provide advanced data visualization graphics and interactive dashboards to present building space and population data using PowerBi software.

3. **WAYFINDING/INTERIOR SIGNAGE ASSESSMENT AND RECOMMENDATIONS**
   Cooper Carry can provide a wayfinding and interior signage audit assessment and recommendations to understand and correct challenging wayfinding in your existing facilities.

4. **SUSTAINABILITY/WELL-BEING ASSESSMENT FOR INTERIOR SPACES**
   Cooper Carry can provide sustainability and employee well-being assessment for your interior spaces and make spatial and other recommendations to improve employee well-being. We also can provide LEED for Commercial Interiors, Energy Star, Fitwel or Well Building certification services if desired.

SUBJECT MATTER EXPERTS

Cooper Carry's in-house subject matter experts will collaborate with the project team to provide insights as needed. Whether we are reimagining your food and dining experience, navigating extant earthworks on site, or benchmarking space utilization, they are poised to provide insights and recommendations to the team. They will review conceptual plans for compliance with industry standards and best practices. Their expertise provides an extra layer of quality to the project and ensures plans are innovative yet grounded in reality.



BRIAN PARKER

Workplace Specialist

Serving as the leader of the Interior Design studio at Cooper Carry, he brings passion and experience to numerous project types, but with a strong focus on office workplace and corporate projects. Prior to his involvement with interior architecture, Brian spent nearly a decade as part of Cooper Carry's Office/Corporate Architectural studio and contributed to cutting-edge office building designs constructed all over the country.



ALLISON BICKERS

Government and Community Planner

Allison collaboratively works with project designers and project managers on planning projects that range from small redevelopments to large community vision plans. Bringing her proficiency in planning, historic preservation, and adaptive reuse, she has helped manage various mixed-use projects through community outreach and entitlements in Atlanta, Virginia, Maryland, District of Columbia, and other locations across the United States.



PAUL BOWMAN

Experiential Graphic Design

With a background in Industrial Design, Paul's education and experience combine traditional 2-dimensional graphic design with 3-dimensional products and environments. Paul leads design and development for the Experiential Graphic Design Studio guided by his passion for people and guest experiences. He will provide insight and understanding to the potential impact that experiential graphics and wayfinding will have on the campus experience.



HANNAH SPATES, LEED AP O+M, BD+C, ND, WELL AP, FITWEL AMBASSADOR, BREEAM USA IN-USE ASSESSOR

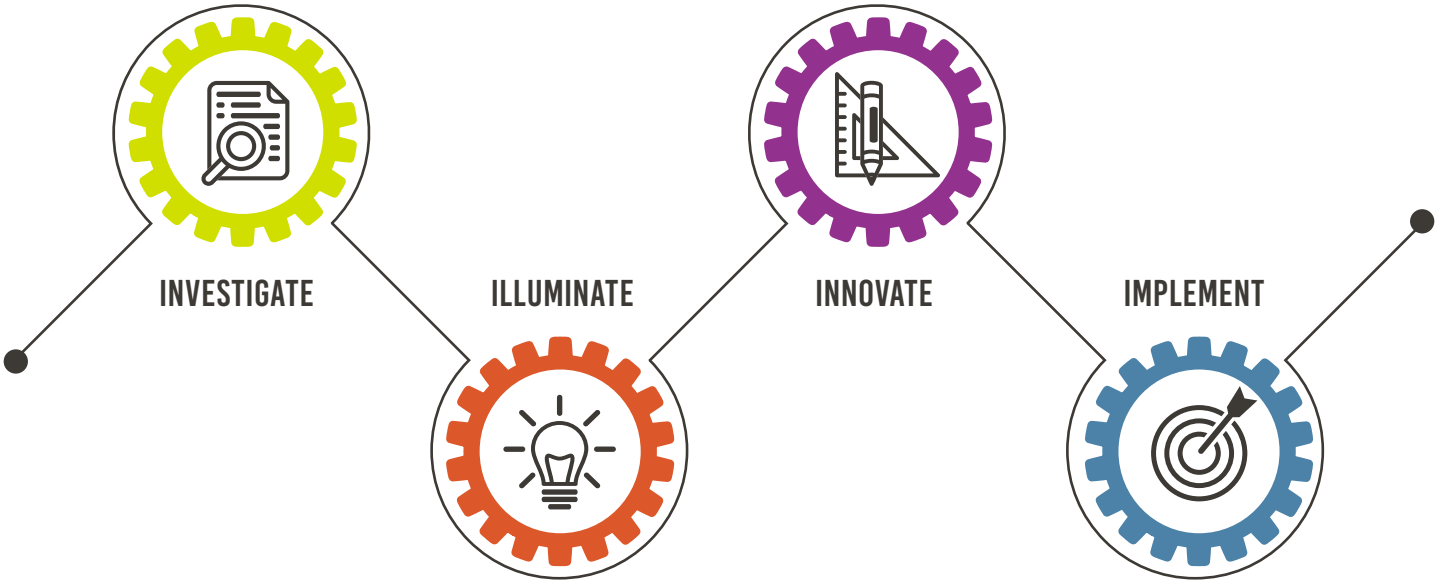
Experiential Graphic Design

Hannah has spent the last five years deepening her understanding of urban ecosystems and strengthening her devotion to sustainability. With over 25 Green Building Certifications achieved under various standards and codes, Hannah helps establish each client's sustainability goals and leads their assets toward certification. Her experience in third-party systems includes LEED, Fitwel, WELL, Living Building Challenge (LBC), and BREEAM.

PROJECT APPROACH



OUR APPROACH: THE 4I'S PROCESS



PROJECT UNDERSTANDING

We understand that the overall goal of this project is to conduct a comprehensive space needs assessment to develop a Space Allocation Plan for Athens-Clarke County (ACCGov) facilities with the aim to understand future space needs, optimize space utilization in current facilities and address the changing dynamics of hybrid teleworking. We understand the this study includes approximately 90 facility locations with 1900 full-time employees over 40 diverse functional areas.

The project objectives include the following:

1. Determine the current space requirements of each of the 40 functional areas
2. Project space needs for each functional area for the next five and ten years
3. Analyze the impact of hybrid telework on the current and future space needs for each functional area
4. Assess existing building space allocations to determine which functional areas are priority for short-term intervention
5. Assess how the spaces within existing buildings might be optimized to address needs
6. Address departmental functional adjacencies for optimized workflow and improved customer services
7. Determine the impact of currently planned facility construction projects might be used to address current and upcoming needs
8. Provide estimated costs for short and intermediate term interventions

The assessment and deliverables will be phased as recommended by the RFP in the following phases:

1. Operations and Maintenance Users
2. Public Safety Users
3. Recreational Users
4. Administrative Users
5. Judicial/Justice Users

OUR APPROACH: THE 4I PROCESS

Cooper Carry's programming and strategy team follows a four-part approach we call the **"4i Process ."**

It provides an efficient and meaningful way to engage stakeholders. This process allows us to actively listen, discover areas of consensus, and build upon the key ideas that arise through engagement.

Straightforward and direct, our process is organized around the four **"4i" Process: Investigate, Illuminate, Innovate,** and **Implement.** This process will lead to developing a strategic space allocation plan to guide the future growth and space utilization of Athens Clarke County Government facilities over the next 5 and 10 years.

Investigate allows our team to dive into the physical and functional realities of your existing facilities. **Illuminate** is when we focus on stakeholder engagement to really understand what works and what you'd like to achieve. **Innovate** focuses on creating space and planning strategies by analyzing and synthesizing information from the **Investigate** and **Illuminate** phases and developing these strategies in an iterative process, with your input, which ultimately leads to the final short term and long- term intervention options. Finally, **Implement** focuses on creating a game plan or framework to move the project from vision to reality by establishing final short and intermediate term interventions, cost/benefit analysis, and potential alternates.

INVESTIGATE

For the optimal solution, our team must understand, and familiarize ourselves with the existing conditions, space usage, and characteristics of your facilities. This is the due diligence period, we will gather and dig into the current headcount and facility plan documentation to establish a baseline understanding of current space utilization, deficiencies, challenges, and constraints. The Investigate phase begins with a kickoff meeting the client leadership team and any invited key stakeholders identified by the client . During this phase, we will:

- Develop the project's overarching vision, goals, guiding principles, and milestones
- Gather and review existing campus and facility documents
- Gather data through site observations
- Confirm stakeholders/end user shepherd and establish a clear communication strategy
- Identify key dates for engagement/ interview opportunities
- Review departmental employee headcount
- Create and distribute questionnaires to your departmental end user shepherds to understand space needs for employees, support and storage, anticipated employee growth over the next
- 5- year and 10-year increments, and required and desired adjacencies for support workflow efficiencies

ILLUMINATE

In the next phase, we ask others to **illuminate** the less visible aspects of their current space allocation and needs that may not be available or observable to an outsider. Cooper Carry will develop, coordinate, and conduct stakeholder engagement plan to access all required end users for the +40 function areas which you have indicated fall in the following overall user group categories:

1. Operations and Maintenance
2. Public Safety Users
3. Recreational Users
4. Administrative Users
5. Judicial/Justice Users

Our engagement process is an opportunity to have dialogue with the end user shepherds representing the functional areas. This engagement will allow for the development of a space allocation strategy that is data-driven and collaboratively constructed. As we listen, we will ask questions that help us further understand the space needs and employee growth provided on the departmental questionnaires, and to open dialogue seeking opportunities to optimize space utilization, workflow, and adjacencies. We will also use this opportunity to understand each department's hybrid telework schedules and interaction with other departments and the public.

Understanding how the existing facilities function, how they are utilized, and what the user goals would be for the next generation expansion opportunities, will lead to implementable, appropriate strategies and, recommendations that will be explored in the **Innovate** phase. From our engagement and end user interviews, we will identify and further define the future desired growth activities and facility interventions. We will create space summaries and diagrams defining the

requirements of each space. This will create the outline for the space needs for the **Innovate** Phase.

INNOVATE

The Innovate phase focuses on building a space allocation plan informed by the **Investigate** and **Illuminate** phases. We achieve this through an iterative process that incorporates feedback from the client team and selected stakeholders, through one or more interactive meetings/workshops where we present the aggregated information from the earlier phases. We will listen, translate data and ideas to paper, and prioritize goals to inform a set of initial space strategies and planning options for each of the functional departments. We will then present these options for discussion, and ultimately arrive at the final recommended strategies that achieve the desired space decompression, optimization of space usage, efficient departmental adjacency co-locations that will be further developed with budget estimates in the **Implement** phase.

Cooper Carry's approach is rooted in our in-depth understanding of building construction and renovation, ensuring that our recommendations are feasible and achievable. We want ACCGov facilities to support their mission and service to the community by prioritizing efficient and effective space utilization in their facilities. In addition to the information about functionality, building utilization, and existing conditions from the previous phase, these concept options will incorporate ideas about access, character, identity, and serving the community. The understanding gained of the physical site and the building's history, in conjunction with your input and expertise in your day-to-day operations, will allow us to arrive at refined, focused recommendations, and a path forward toward a timeline for implementation.

IMPLEMENT

Once the space allocation needs and vision for the project is established, the focus shifts to implementation. One of the most important components of any space allocation plan is a realistic implementation strategy which identifies short term and intermediate term interventions with appropriate supporting budget estimates and prioritizes a phased approach to execute the recommended projects establishing a clear road map to achieve the overall goals of the space allocation plan.

As we work toward an implementation plan, the Cooper Carry team anticipates facilitating core team workshop meetings and implementation-focused workshops to ensure the coordination of anticipated funding, phasing, and expected timelines. Our experience in design and construction projects, including rehabilitation and renovation, gives us a relevant understanding of costs and feasibility when it comes to implementation. We will engage a cost consultant to assist us in preparing estimates for portions of the recommended work to align with anticipated funding sources in the short, intermediate, and long term. We will prepare a final report at the end of the **Implement** phase documenting the process, key information provided by you, relevant findings, and recommendations for moving forward. With this information on hand, ACCGov will have a realistic road map that guides your future investments in space allocation. The **Implement** phase includes a final work session presentation to the Mayor and Commission of Athens-Clarke County covering the process and high-level outcomes of the study.

PROPOSED SCHEDULE

PROJECT INITIATION
CORE TEAM MEETING: - Project Kick-off
- Define Scope, Goals & Vision, Schedule

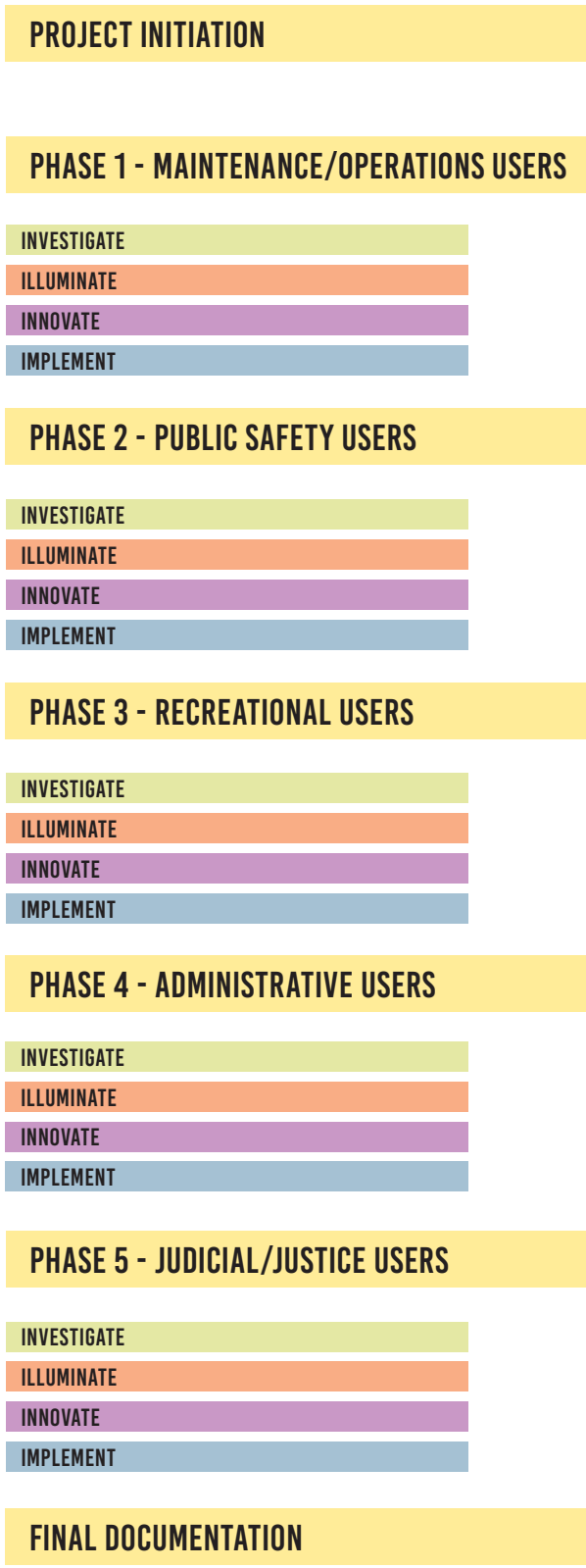
INVESTIGATE:
- Review existing facility drawings
- Site visits - space use observations. Create existing space inventory and descriptions
- Review employee staffing and historical growth
- Review and analyze data from space questionnaire
- Create staffing/workstyles working database
- **CORE TEAM MEETING:** - Progress Review and identify Information Gaps

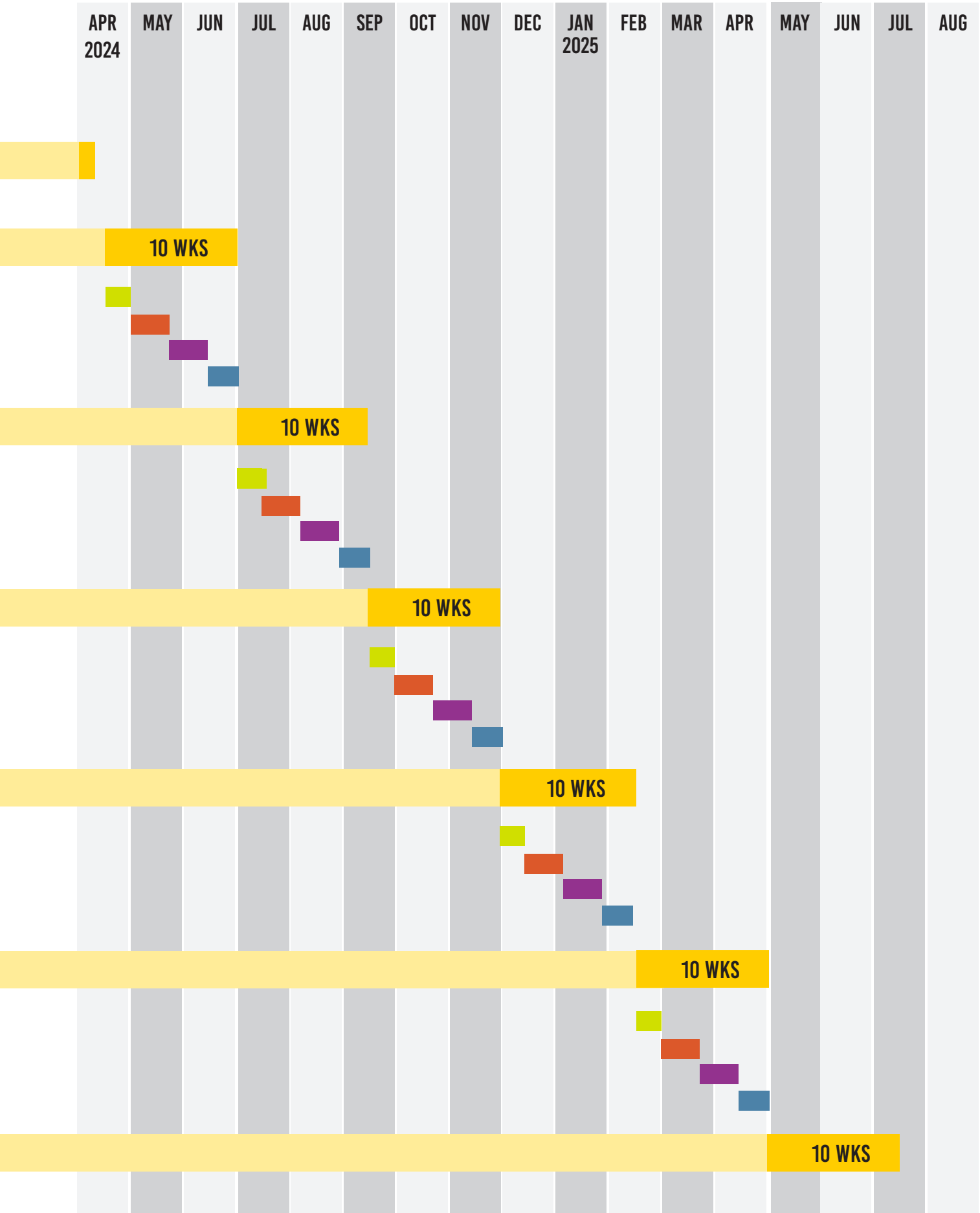
ILLUMINATE:
- Department/Division user shepherd interviews - verify data from questionnaire
- Data Analysis - staffing, workstyles, growth, space needs, adjacencies, public interaction
- Prepare and submit preliminary findings report - projected space allocation needs and recommendations
- **CORE TEAM MEETING:** Verify preliminary findings and determine priorities

INNOVATE:
- Explore decompression strategies and optimization planning
- Data Analysis - staffing, workstyles, growth, space needs, adjacencies, public interaction
- Prepare and submit preliminary findings report - projected space allocation needs and recommendations
- **CORE TEAM MEETING:** Review strategies and planning for each phase

IMPLEMENT:
- Explore decompression strategies and optimization planning
- Data Analysis - staffing, workstyles, growth, space needs, adjacencies, public interaction
- Prepare and submit preliminary findings report - projected space allocation needs and recommendations
- **CORE TEAM MEETING:** Review strategies and planning for each phase

FINAL PROJECT DOCUMENTATION:
- Compile final report with revisions to each section
- **CORE TEAM MEETING:** Review Draft Document/ Approve with Revisions
- Revise/Publish Final Study Document
- Prepare work session presentation
- **WORK SESSION PRESENTATION:** Mayor and Commission of ACCGov





NOTE: The addition of Alternates 1 and/or 2 will add approximately 3-5 months to the overall schedule.



REFERENCES

LOUDOUN COUNTY PUBLIC SCHOOLS ADMINISTRATIVE SPACE MASTER PLAN
MELISSA TELLO, LEED AP

Assistant Director, Design
Loudoun County Public Schools | Support Services | Division of Construction Services
960 Sycolin Road SE, Suite 110
Leesburg, VA 20175
(571) 252-1283 | Melissa.Tello@LCPS.org

25 PARK PLACE FACILITY PLANNIN
RAMESH VAKAMUDI

Vice President of Facilities for Facilities Management Services Division
Georgia State University
34 Broad Street, Suite 1200
Atlanta, GA 30303
(404) 413-0721 | rameshvakamudi@gsu.edu

FULTON COUNTY CENTRAL PUBLIC LIBRARY
ALFRED COLLINS

Assistant Director, Building Engineering & Library
Project at Fulton County
141 Pryor
Atlanta, GA 30303
(404) 768-7171

FULTON CENTRAL PUBLIC LIBRARY

ATLANTA, GA

Existing to New Space Analysis

CATEGORY	CATEGORY DESCRIPTION	EXISTING NET SF	NEW TOTAL NET SF	DELTA
1	GENERAL PUBLIC SPACE			
	Subtotal	27,007	30,133	3,126
2	CIRCULATION			
	Subtotal	1,338	800	-538
3	ADULT SERVICES			
	Subtotal	57,220	18,411	-38,809
4	LEARNING AND CAREER SERVICES			
	Subtotal	11,645	7,933	-3,712
	YOUTH SERVICES			
	Subtotal	5,992	7,443	1,451
	PARTNERSHIP PROGRAMS			
	Subtotal	5,069	3,956	-1,113
	VOLUNTEER SERVICES			
	Subtotal	585	448	-137
	LIBRARY ADMINISTRATION			
	Subtotal	11,849	3,572	-8,277
	FINANCE AND ADMINISTRATION			
	Subtotal	5,320	3,522	-1,798
10	COLLECTIONS MANAGEMENT			
	Subtotal	4,305	3,616	-689
11	OUTREACH SERVICES			
	Subtotal	628	692	64
12	BUILDING SUPPORT			
	Subtotal	37,143	120	-37,023
	FOOD SERVICE			
	Subtotal	2,473	1,820	-653
14	OUTDOOR AREAS			
	SUBTOTAL	13,377	13,377	0
GRAND TOTAL		170,574	82,466	-88,108





Cooper Carry led programming and design to renovate the Fulton County Library System's Central Library, a landmark in downtown Atlanta. Originally designed by Marcel Breuer and opened in 1980, the full renovation of the 10-level building modernized the public library to better serve the community while also providing adaptability for future advances. The result is a unique mix of the classic Brutalist architecture with contemporary amenities and finishes, creating a sustainable, efficient design.

The design team convened community and staff members for input on priorities and features to maximize long-term maintenance and operations. The design also incorporated cutting-edge technology, ADA-accessible spaces, improved lighting, and flexible rooms that accommodate a wide range of activities. A grand staircase between the first and second floors provides a warm welcome to the space and helps draw users up through the building.

The programming process ensured the renovated library addressed the needs of the Atlanta community, as libraries have shifted from quiet book depositories to more engaging, lively spaces. One example of this was the creation of a flexible entry area on the first floor that includes art studios, a break-style area for food and beverages, and a large central space for events and lectures.

For this project, Cooper Carry was the design architect in collaboration with Vines Architecture, then turned it over to a design-build team to complete the documentation and construction.

CLIENT

FULTON COUNTY PUBLIC LIBRARY SYSTEM

SCOPE

234,000 SF

RENOVATION

SERVICES

PROGRAMMING & VISIONING

ARCHITECTURE

INTERIOR DESIGN

LANDSCAPE ARCHITECTURE

URBAN DESIGN + PLANNING

KEY PERSONNEL

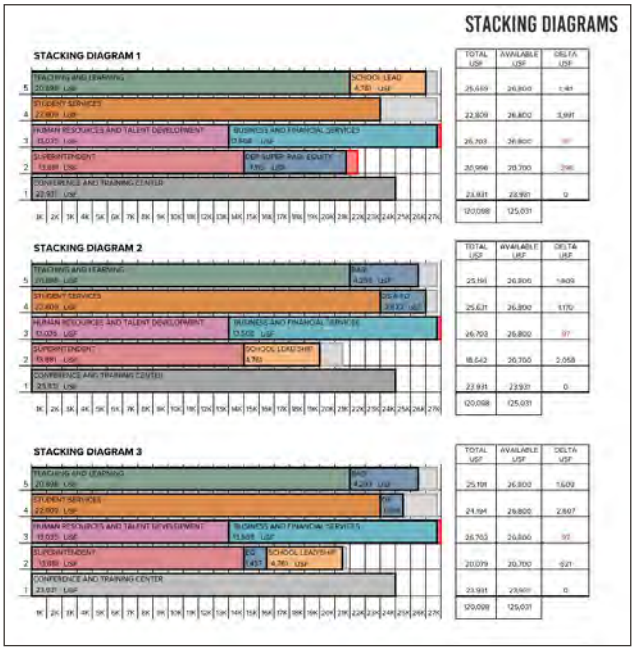
DOTS COLLEY - LEAD PROGRAMMER & INTERIOR DESIGN PROJECT MANAGER

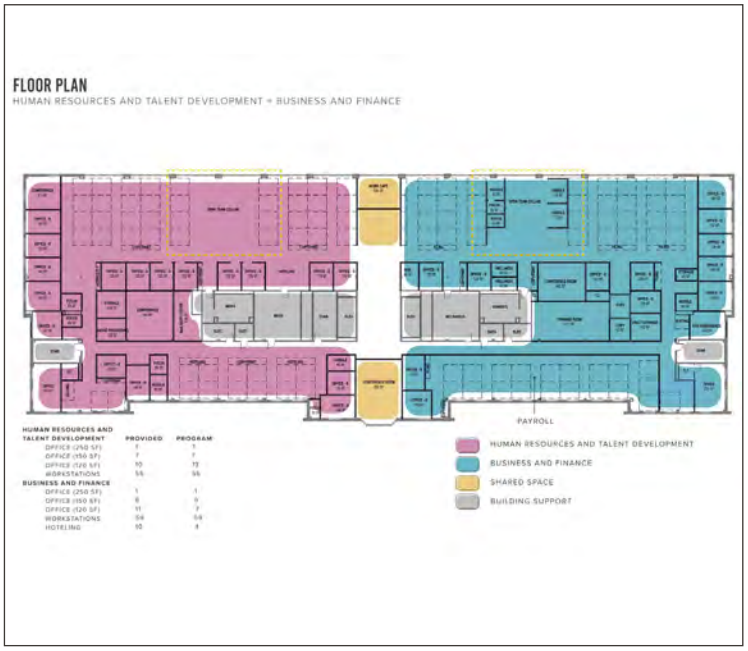
ERIKA LUKER - SPACE PLANNING

COOPER CARRY

LCPS ADMINISTRATIVE SPACE MASTER PLAN

LOUNDOUN COUNTY, VA





The purpose of this administrative space master plan was to gather and document existing administrative space utilization, 5-year projected departmental growth and space needs to inform future capital project planning for Loudoun County Public Schools.

The scope of the study included studying the utilization of seven (7) facilities compromising approximately 214,000 SF of administrative space including the following departments:

- Superintendent's Office
- Human Resources and Talent Development
- Business and Financial Services
- Student Services
- Department of Instruction
- Support Services
- Department of Digital Innovation

Phase I of the study included the following tasks:

- Electronic space utilization survey
- Review existing building documents
- Create existing space inventory per department
- On-site observation tours
- Departmental interviews to understand existing space utilization, departmental organization, adjacencies and space needs
- Work with key department and division leaders to understand hybrid working policies and 5-year projected personnel growth

Based on the data gathering and analysis of the Phase 1 master plan, Phase II of the project focused re-allocation of space in the Administrative Building. The team provided conceptual space plans, phasing options and cost estimates.

CLIENT

LOUDOUN COUNTY PUBLIC SCHOOLS

SCOPE

450,000 SF

SERVICES

EXISTING FACILITY ASSESSMENT
SPACE UTILIZATION ANALYSIS
PROGRAMMING
SPACE PLANNING
INTERIOR DESIGN

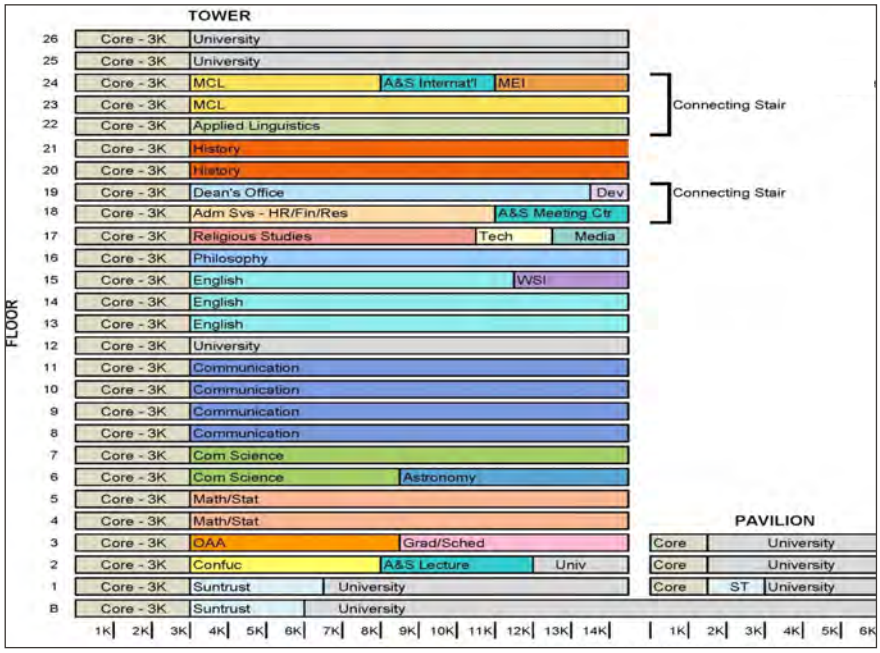
KEY PERSONNEL

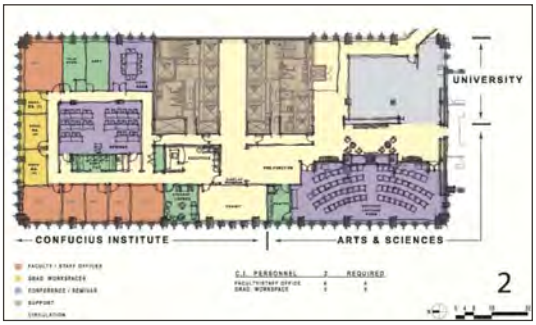
DOTS COLLEY - PROJECT DIRECTOR
BETH MCARTHUR - INTERIOR DESIGNER / SPACE PLANNING

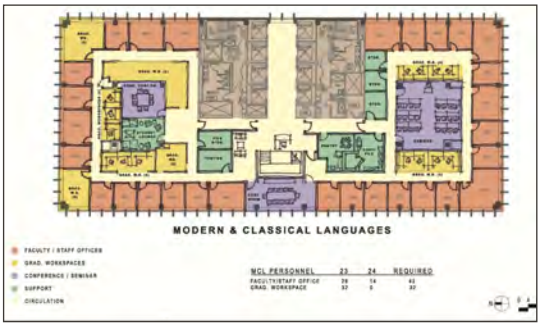
COOPER CARRY

25 PARK PLACE FACILITY PLANNING

GEORGIA STATE UNIVERSITY, ATLANTA, GA







Georgia State University (GSU) engaged Cooper Carry to conduct a detailed programming and space planning effort to co-locate 24 departments of the College of Arts and Sciences from 9 different locations to 25 Park Place, an existing 450,000-square-foot office building in downtown Atlanta. The comprehensive process included existing conditions analysis, programming, and space planning, as well as conceptual design for an important and high-profile component of the project, the Creative Media Industries Institute.

Cooper Carry managed a team of consultants, including engineering, technology, and life safety to review, document, and assess the existing conditions. The process began with reviewing available documentation and then performing field inspections to confirm or document the existing conditions. The team then designed what infrastructure changes would be necessary to meet current codes and the new program.

The programming and space planning phase included information gathering, such as visioning sessions and interviews. From this information, room data sheets and building block/stack diagrams were designed and reviewed with GSU. The resultant document provided GSU with a complete master plan for the renovation of the building, including required infrastructure upgrades, program, and design of spaces, as well as cost and schedule implications.

CLIENT

GEORGIA STATE UNIVERSITY
COLLEGE OF ARTS AND SCIENCES

SCOPE

450,000 SF

SERVICES

EXISTING FACILITY ASSESSMENT
SPACE UTILIZATION ANALYSIS
PROGRAMMING
SPACE PLANNING
INTERIOR DESIGN

KEY PERSONNEL

DOTS COLLEY - PROJECT MANAGER;
LED PROGRAMMING AND
SPACE PLANNING EFFORT

COOPER CARRY

FINANCIAL INFORMATION & DOCUMENTATION



COOPER CARRY FIRM ORGANIZATION

OFFICERS / PRINCIPALS

Jerome M. Cooper, FAIA, Founder
C. Robert Neal, AIA,
Chairman of the Board
Kyle Reis, AICP, President,
Chief Executive Officer
Brent Amos, AIA,
Secretary / Treasurer
James A. Babinchak, AIA, Principal
T.Jack Bagby, AIA, Principal
Samantha Bennett, AIA, Principal
E. Pope Bullock, AIA, Principal
A. Brian Campa, AIA, Principal
Angelo A. Carusi, AIA, Principal
Manny Dominguez, AIA, Principal
Krista Dumkrieger, AIA, Principal
T. Scott Fleming, AIA, Principal
C. Timothy Fish, AIA, Principal
William R. Halter, AIA, Principal
Nicholas L. Igel, AIA, Principal
Mark D. Jensen, AIA, Principal
David Kitchens, AIA, Principal
Michael Linker, AIA, Principal
Kathy Logan, AIA, Principal
Alexandra Lopatynsky, AIA, Principal
M. Sean McLendon, AIA, Principal
Gregory A. Miller, AIA, Principal
Roger L. Miller, AIA, Principal
Carl T. Okazaki, Principal
Brian M. Parker, AIA, Principal
Nicolia Robinson, AICP, Principal
Andrea M. Schaub, AIA, Principal
Keith A. Simmel, AIA, Principal
Stephen M. Smith, AIA, Principal
Anita M. Summers, AIA, Principal
Daniel Sweeney, AIA, Principal
Sophia Tarkhan, AIA, Principal
Robert F. Uhrin, AIA, Principal
John C. Ward, AIA, Principal

STUDIOS

OFFICE WORKPLACE

T. Scott Fleming
William R. Halter
M. Sean McLendon
Stephen M. Smith

GOVERNMENT/CIVIC

M. Sean McLendon
Stephen M. Smith

HOSPITALITY

E. Pope Bullock
T.Jack Bagby
Manny Dominguez
Michael Linker
Kathy Logan
Alexandra Lopatynsky
C. Robert Neal
Andrea M. Schaub
Keith Simmel
Robert F. Uhrin

MIXED-USE + RESIDENTIAL

James A. Babinchak
Krista Dumkrieger
Nicholas L. Igel
David W. Kitchens
Roger L. Miller
Gregory A. Miller
John C. Ward

RETAIL

Samantha Bennett
Angelo A. Carusi
Nicholas L. Igel
Carl T. Okazaki
Daniel Sweeney
John C. Ward

K-12 EDUCATION

Sophia Tarkhan

HIGHER EDUCATION

Brent Amos
A. Brian Campa
C. Timothy Fish

SCIENCE + TECHNOLOGY

Brent Amos
A. Brian Campa
Mark Jensen

URBAN DESIGN + PLANNING

Kyle Reis
Nicolia Robinson

LANDSCAPE ARCHITECTURE

Josh Daniel

TRANSIT + TOD

William R. Halter
Gregory A. Miller

INTERIOR DESIGN

Brian Parker

THE JOHNSON STUDIO

Anita M. Summers

ENVIRONMENTAL GRAPHICS

Paul Bowman
Angelo A. Carusi
Kevin Kern

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Atlanta, GA 30328
Phone: 770-394-8000
jolson@cricpa.com

BANKING REFERENCE

Lex Mayers
Senior Vice President
Middle Market Banking / Truist
303 Peachtree Street NE, 32nd Floor, Atlanta, GA 30308
Mobile: 770-842-1331
lex.mayers@truist.com

B. Cooper Carry has never failed to complete a project.

C. Within the last three years, Cooper Carry has not incurred any penalties or assessed any damages based on not meeting the initial program, budget and schedule for our projects as outlined in the initial contract. To the extent changes in program, budget and schedule has occurred in the contract, it has not been under the Architect's control, but has been due to Owner changes, market conditions (escalation and availability of materials) or other conditions under the General Contractor's responsibility.



TIME/COST PROCEDURES

TIME MANAGEMENT

A well-developed work plan is one of the keys to a project's success. Our team has found the following ideas keep projects on schedule:

- Be flexible and adapt to change.
- The schedule document itself needs to be clear and easy to understand.
- A commitment to honor the schedule from everyone involved in the project.
- Have the appropriate participants at each meeting.
- Thorough documentation of decisions made during each meeting is sent out to all stakeholders.
- Use technology, such as web conferencing systems, to have quick meetings to solve immediate problems instead of calling a large meeting.

Cooper Carry will develop a detailed schedule in conjunction with all ACCGov stakeholders and other team members . The schedule will drive the structure of the work plan and identify interim and final milestones. Additional constraints, if any, will be applied, and the schedule will then be coordinated with ACCGov leadership. The schedule will be updated as the project progresses to communicate expectations and keep goals achievable. A weekly updated Task/Action Item list will be integrated with the schedule to measure progress. The task list will be updated at each project phase.

COST MANAGEMENT

We have extensive experience creating a "menu" of cost analysis for potential planning options. This financial information is helpful for providing ACCGov with the data to make informed decisions . We will work closely with you to evaluate all design options and give you a list of pros and cons with each approach . Additionally, we will utilize an evaluation criteria scorecard matrix to help analyze ideas in an objective fashion. Critical decisions made early regarding scope will set the path for realistic cost estimating in all subsequent phases. The first step in the cost control process is to work closely with ACCGov and the project team to establish a project cost model during the planning process.

Establishing target value budgets and sub-budgets allows for discussions and consensus building across the entire team regarding each component relative to the performance expectations, desired appearance, intended quality level, and a host of other criteria that will guide the amount of money, from within the overall budget, to be allocated to each component. We test systems early in design when decisions yield the best value . This approach will allow your staff to consider systems from not only a first cost basis but for the life of your facility.



CONTRACTOR PROVIDER EQUIPMENT

For this project contractor equipment needed and supplied to perform the services is minimal and largely regular office supplies. Here is a brief list of equipment required:

1. Digital Camera
2. Note pads/pens
3. Laptop/Desk top computers
4. Microsoft Office Suite Software
5. Sketch paper/markers
6. Copier/copy paper
7. Measuring Tape
8. Presentation Drawings/Boards for in person presentations and work sessions



REQUIRED FORMS

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

A: PROPOSAL FORM

Proposal of Cooper Carry, Inc.

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

Georgia, ***doing business as*** Cooper Carry, Inc. *******.

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP #24034 ATHENS-CLARKE COUNTY SPACE ALLOCATION PLAN** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V-B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of one hundred and twenty (120) days following such time.

Company:	Cooper Carry, Inc.		
Contact:	Dorothy Colley, AIA		
Address:	191 Peachtree Street NE		
	Suite 2400, Atlanta, GA 30303		
Phone:	404-237-2000	Fax	678-539-4630
Email:	dotscolley@coopercarry.com		

☒ ***By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in*** **RFP #24034 ATHENS-CLARKE COUNTY SPACE ALLOCATION PLAN if awarded.**

Dorothy Colley, Director of Programming		2/26/2024
Authorized Representative/Title ***(print or type)***	**Authorized Representative** ***(Signature)***	**Date**

Company Name (*printed*): Cooper Carry, Inc.

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

B: ADDENDA ACKNOWLEDGEMENT

The Offeror has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.	1	dated	2/12/2024	Acknowledgement	DC
Addendum No.		dated		Acknowledgement	*Initial*
Addendum No.		dated		Acknowledgement	*Initial*
Addendum No.		dated		Acknowledgement	*Initial*
					Initial

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner's requirements.

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

(1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

SECTION V – PROPOSAL FORMS

MANDATORY SUBMITTAL

C: CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1735842 — Federal Work Authorization Company Identification Number

09/2021 — Date of Authorization

Name of Contractor: Cooper Carry, Inc.

Name of Project: Athens Clarke County Space Allocation Plan

Name of Public Employer: The Unified Government of Athens-Clarke County

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 27, February, 2024 in Atlanta, Georgia.

Signature of Authorized Officer or Agent

Dorothy Colley, AIA, Director of Programming
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF February 2024

Notary Public
My Commission Expires: Apr. 4, 2027

ROSE M POLLION NOTARY PUBLIC HENRY COUNTY, GEORGIA COMMISSION EXPIRES APRIL 04, 2027



COOPER CARRY

THE CENTER FOR CONNECTIVE ARCHITECTURE

© 2024 Cooper Carry, Inc.

Company Name (*printed*): Cooper Carry, Inc.

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

D: PRICE PROPOSAL SCHEDULE

$182,000 - Price for the Base Project as Proposed

$22,000 - Additional Price for Project Alternate #1 (Non-Profit Tenant Assessment)

$22,000 - Additional Price for Project Alternate #2 (Quasi-Governmental Tenant Assessment)

Please include the hourly rates for the project team and named partners for documentation purposes.

Individual/Partner	Role	Hourly Rate
Sean McLendon	Design Principal	$360
Dots Colley	Director of Programming	$345
Beth McArthur	Project Manager	$285
Erika Luker	Interior Designer	$235

The project will retain 30% of accumulated payments until completion.

(Must be submitted separately in a sealed USB flash drive)

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: CY24 Pavement Maintenance Program - Roadway List, Project Resolution & Contract Renewal

DATE: March 18, 2024

EXECUTIVE SUMMARY:

The proposed action will approve the Calendar Year 2024 (CY24) Pavement Management Program (PMP) Project list of roadways, identify treatment based on current pavement condition index (PCI), and renew unit cost contract with Pitman Construction Contractor with anticipated Notice to Proceed in May 2024.

BUDGET INFORMATION:

REVENUES:	$ 2,652,974	FY24 General Fund Carryforward
	$ 2,400,000	FY25 General Fund Capital Budget
	$22,195,000	TSPLOST 2023 Project #21 (All Tiers)
	$ 1,523,623	2024 GDOT LMIG Program
	$49,602,334	Total Funds Available
EXPENSES:	$23,601,653	Current Expenses & Encumbrances (Previous Programs)
	$ 120,460	Paving Inspection Staff Salary & Benefits (Designated Funds)
	$ 150,000	Materials Testing and Inspection Services (Designated Funds)
	$ 593, 759	Project Management/Program Admin Fees (Designated Funds)
	$17,311,682	Future Program Funds (Designated Funds)
	$ 500,000	Program Overall Contingency (Designated Funds)
	$ 7,324,780	Available for Construction of CY24 Paving Program

FUNDING SOURCE: General Fund Capital Budget
TSPLOST 2023 Project 21
GDOT Local Maintenance and Improvement Grant (LMIG)

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that Mayor and Commission:

a. Approve the list of roadways and associated maintenance activities recommended for the CY24 Pavement Maintenance Program (PMP) project, as shown in **Attachment #1**;
b. Adopt the Project Resolution, as shown in **Attachment #2**, authorizing the Mayor and appropriate staff to sign all related contracts, documents, and certifications associated with funding for this project;

c. Authorize the Mayor to execute a second one-year extension to the Unit Price Construction Services Contract with Pittman Construction Company, Inc. for the CY24 PMP project at a cost not to exceed (TBD); and
d. Authorize Mayor and appropriate staff to execute all related documents.

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, 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., to perform automated pavement condition assessment and inventory of all ACCGov roadways including inventory of signs and intersections utilizing an elementary pavement management software, Micro Paver (Paver™).

6. In April 2019, T&PW 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 June 15, 2020, Manager Williams shared with the M&C an Interdepartmental 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 to be implemented in CY21.

8. 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 periodic training on Micro Paver software with T&PW staff.

9. On May 24, 2022, voters of Athens-Clarke County passed the TSPLOST 2023 referendum, which included Project No. 21, Pavement Rehabilitation.

10. On June 7, 2022, M&C approved the selection of 6 firms to provide on-call engineering services, one of which is KCI Technologies, Inc. The recommendations for these 6 firms were based on technical ability, experience, resources, references, interviews and overhead & profit/cost multipliers.

11. On June 10, 2022, under suspension of rules, M&C approved the CY22 PMP list of roadways and associated maintenance activities recommended by staff, approved the designation of Pittman Construction Company as the apparent low responsive and responsible bidder for the CY22 PMP project, awarded a Unit Price Construction Services Contract in the amount of $8,149,423.70 (three-year term renewable contract), and authorized the Mayor to execute all related project and contract documents.

12. On August 2, 2022, M&C approved a change order in the amount of $281,243.95 to the CY22 PMP Project Contract to change the lane configurations and add bike lanes to Prince Ave as part of a pilot project.

13. On October 11, 2022 T&PW staff received a letter from Pittman Construction requesting renewal to the CY22 PMP contract. This will be the first renewal to the existing contract.

14. On December 6, 2022, T&PW staff provided Pittman Construction Company with proposed CY23 PMP roadway list and requested pricing from the contractor.

15. 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” 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).

16. On January 27, 2023, Pitman Construction Company provided a unit price schedule for the resurfacing list and the preventative maintenance list of the CY23 PMP Project to ACC T&PW staff in the amount of $7,324,779.92.

17. On March 7, 2023, M&C approved a contract for services through KCI Technologies to provide a comprehensive pavement inventory and condition assessment with multiyear

maintenance report and software training for a cost not to exceed $332,900.

18. On April 4, 2023, M&C approved the CY23 PMP list of roadways and associated maintenance activities recommended for the CY23 PMP project, and authorized the Mayor to execute a one-year extension to the Unit Price Construction Services Contract with Pittman Construction Company, Inc. for the CY23 PMP Project at a cost not to exceed $7,324,779.92.

19. On July 19, 2023, Change Order # 1 was executed to existing KCI Technologies Task Order (History #17) to develop a curb and gutter inventory and curb reveal elevation and to perform a Ground Penetrating Radar (GPR) evaluation of selected streets owned by ACCGov and located in Athens-Clarke County. Change Order # 1 to Core Task for a cost not to exceed $45,750.

20. On January 2, 2024, M&C authorized 2024 GDOT LMIG application in the amount of $1,523,622.84 and adopted associated budget ordinance.

21. On January 2, 2024, M&C approved a Change Order to the existing unit price contract in the amount of $323,301.83 to add additional streets for full depth patching and to extend the substantial completion date to March 1, 2024.

22. On January 29, 2024, T&PW received confirmation that ACCGov's GDOT LMIG application was approved, and funding in the amount of $1,523,622.84 is now available to support the CY24 PMP Project.

23. On February 13, 2024 in a Work Session meeting, T&PW staff and KCI consultant presented KCI pavement rating results for all publicly maintained roadways and solicited feedback on funding, future treatment strategy and priority.

24. On March 18, 2024, T&PW staff shared the tentative CY24 PMP Project List with Pittman Construction and requested expedited pricing for the work.

25. On March 21, 2024, T&PW staff received a draft 2023 Pavement Evaluation Report and Management Plan from KCI consultant that is currently going through review and comments from staff (See F&I #15).

FACTS & ISSUES:

1. The Initial Project Statement for TSPLOST 2023 Project 21 Pavement and Bridge Maintenance Program reads as follows:

   Project 21 – This program will provide continuation of preventive road and bridge maintenance, road reconstruction, and/or rehabilitation activities for various streets and roadways throughout ACC. Depending upon actual costs and funding availability, improvements may include, but are not limited to: crack sealing, full depth patching,

resurfacing, roadway reconstruction with the intent to preserve and/or extend the life of existing roadways, in addition to bridge maintenance, bridge improvements, bridge repairs, and/or bridge replacements. This is a continuation of the SPLOST 2005, SPLOST 2011, and TSPLOST 2018 Program funding. To the extent allowed by law, budgeted project funds may be used as matching funds for leveraging grant opportunities. Additionally, to the extent allowed by law, other funding sources, including, but not limited to, grants, may be utilized to offset and/or reduce the project budget. Any unspent project funds that accrue as a result of the receipt of grants or other funding sources may be assigned to other approved TSPLOST projects.

2. ACCGov owns and maintains 628 centerline miles (1270 lane-miles) of public roadways including collectors, arterials, and local streets.

3. Pavement maintenance activities require temperatures of at least 45 degrees Fahrenheit, and therefore typically takes place between the months of March and October. To match the paving season, T&PW staff began to group the delivery of paving activities into calendar year (CY) rather than the fiscal year (FY).

4. 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.

5. 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.

6. T&PW requested PMP funding from the 2018 TSPLOST Program of $50,000,000 to address the accumulated deficit roadways with a PPI score ≥ 23 as well as future pavement maintenance needs.

7. The 2018 TSPLOST was approved with $25,000,000 funding for the Pavement Maintenance Program. Funding for the PMP also includes General Capital Funds, SPLOST, and State/Federal LMIG Funds. CY23 PMP Project utilized the last remaining funds in the 2018 TSPLOST Project 07 – Pavement Rehabilitation Program.

8. CY20, 21, 22 & 23 PMP Projects resurfaced over 160 lane-miles of roadways and over 400 lane miles of roadways received at least one preventative maintenance, with an expenditure of over $29 million. The average PCI increased from 67 in 2019 to 68 in 2023.

9. T&PW requested PMP funding from the 2023 TSPLOST Program of $75,000,000 to address the accumulated deficit roadways with a PCI score ≤ 40 as well as future pavement maintenance needs.

10. The 2023 TSPLOST was approved with $22,000,000 funding for the Pavement & Bridge Maintenance Program, including $2,000,000 designated for Bridge Maintenance and $20,000,000 for PMP projects. Funding for the PMP also includes General Capital Funds, SPLOST, and GDOT LMIG Funds.

11. In calendar year 2020 (CY20), T&PW initiated a new PMP methodology that utilized 2019 automated condition ratings (PCI) to inform future PMP Projects (F&I #8), and it consisted of the following elements:
    a. 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 four years on all ACCGov maintained public roadways.
    b. Asset maintenance software & tools: PCI scores will be entered into PAVER™ (also known as MicroPaver) software, a Pavement Maintenance Management System originally developed in the late 1970s 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). PCI scores will be entered into the software every four years concurrent with future ratings.
    c. Pavement maintenance activities selection: T&PW staff will work with consultants and local contractors to set up the PAVER™ software with preferred pavement treatments and historic unit costs.
    d. Annual project development: T&PW staff will use the PAVER™ software to generate a multi-year program with alternative treatments based on the PCI based on available budget and preferred average PCI scoring.

12. T&PW staff previously utilized the PAVER™ program in order to maximize efficiency and transparency providing data driven approach to annual paving programs. The PAVER™ program did not meet all expectations triggering a new initiative for CY24 PMP Project List to utilize City Works, an already acquired asset management software, followed by the purchase of Pavement Express application offered as an extension to City Works (History #15). City Works software is already in use by multiple ACCGov departments for day-to-day work orders.

13. Newly collected roadway PCI scores by on-call consultant KCI (History #17 & #23) are utilized to develop annual paving programs, including the CY24 PMP Project List (resurfacing & preventative maintenance lists), based on available funding. 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
55-75	Good	Good conditions that should have received crack sealing and may be considered for other preventative treatments based on observed localized deteriorations.
40-55	Marginal	Acceptable conditions that require 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.

14. KCI pavement inventory and condition assessment with multiyear maintenance software training and report is planned to be completed early 2024.

15. KCI's 2023 Pavement Evaluation Report and Maintenance Plan (History #24) is currently under review by staff. The report is incomplete and contains multiple errors that will need to be ironed out with the consultant before it is shared with management and with M&C.

16. Based on observed pavement deterioration, T&PW's goal and industry standard sets a resurfacing frequency of 10 years for arterials, 15 years for collectors, and 20 years for local roads. This equates to resurfacing 75 lane-miles annually for a weighted frequency of about 17 years as opposed to the current 50-year cycle based on current funding. T&PW staff estimates that the annual PMP funding would need to be approximately $9.2 million to achieve the recommended frequency, but this level of funding still does not address the backlog in paving that has accumulated from years of underfunding.

17. Pavement deterioration rates are different for each roadway. Therefore, PCI score changes over time and when asset management tools are utilized over a number of years (5 to 20 years), it will allow departmental staff to better predict needed maintenance including resurfacing in the future. Proactive planning, periodic inspections, preventative maintenance,

and adequate funding, will better equip T&PW staff to accurately provide future paving and maintenance schedules.

18. Roadway surface deterioration is driven by multiple factors including:
    a. Traffic loading: this includes total annual traffic counts and the type of vehicles navigating the roadway.
    b. Roadway construction and subsurface integrity: This can vary based on the roadway pavement thickness and whether if there is adequate sub-base or not. For example, roadways built without graded aggregate stone, are prone to swelling and deterioration a lot faster than a road that has the adequate subsurface construction.
    c. Utility cuts: All utility cuts are prone to failure, and the lack of oversight and quality inspections may lead to substandard work that may fail and cause water to seep into cracks and cause major pavement failures.
    d. Weather: Water and excessive low and high temperature will contribute greatly to escalating deterioration rates. With contraction and expansion comes more cracks that allow for more water to inter into the roadway subsurface that leads to roadway surface and subsurface failure.
    e. Lack of funding: Minimal preventative maintenance such as crack sealing, thin patching, and thin overlay will cause the pavement surface to deteriorate faster, and it becomes far more expensive to rehabilitate and more likely to require extensive preparatory work prior to resurfacing.

19. M&C approved the CY22 PMP Contractor to Pittman Construction Inc. with the option of extending the contract two additional years (through 2024) using the GDOT Asphalt Cement Index to adjust unit prices, provided that the contractor has performed satisfactorily.

20. Pittman Construction has completed 100% of the CY23 PMP Project and is currently addressing corrective work list before reaching final completion.

21. Typically, PCI rating is given to a short segment of the roadway, reflecting a granular look and small portion of the entire stretch of one roadway. For example, one roadway that is typically paved all at once may have multiple segments, and each segment has its own rating (PCI). Facts & Issues No. 21 through 23 explain how the CY24 PMP Project List was selected.

22. The selection matrix developed by KCI will first examine segments with low PCI (PCI ≤ 55) and determine the best approach/treatment to improve the roadway condition. If there is a localized deterioration present that can be addressed via limited deep patching treatment, the road segment is placed in the preventative maintenance list for deep patching. Otherwise, the road and adjoining segments will be examined under the resurfacing treatment matrix (F&I #23). Additional roads with abnormal localized deterioration that exceeds TPW's in-house ability to repair are usually provided by Street & Drainage Division staff and added to the recommended deep patching list.

23. There are three GDOT roadway classifications. It is T&PW staff and KCI recommendations to set a different PCI threshold for resurfacing and/or rehabilitation per classifications as follows:
    a. Local – PCI ≤ 40
        i. These roadways provide access to homes, businesses, and other property
        ii. Posted speed generally 25 mph (may be greater)
        iii. Have a low truck and heavy equipment traffic and the low traffic
    b. Collector – PCI ≤ 48
        i. These roadways link arterials and local roads and perform some of the duties of each.
        ii. Posted speed typically exceeds 30 MPH
        iii. May have residents - rural sections
        iv. Have higher truck traffic and heavy equipment than local roadways.
    c. Arterials – PCI ≤ 55
        i. These roadways provide mobility so traffic can move from one place to another quickly and safely.
        ii. Posted speed 40+ MPH
        iii. Have high traffic with higher truck traffic and movement of goods and services than Collector roadways.

24. When a roadway segment is below threshold for resurfacing based on roadway classification (F&I#22 & #21), multiple steps are taken to select the preferred treatment:
    a. **Existing curb condition and curb reveal:** T&PW will build a tailored treatment to re-establish curb reveal. This is projected to build a deficit list of roadways that needs full depth reconstruction (FDR). This type of work will have to be bid separately. When a road is put in the FDR list, it will continue to receive patching treatments to maintain an acceptable PCI (above threshold) until funding is adequate to move into FDR work and contracts.
    b. **Subsurface conditions**: Many of ACC roadways lack adequate subsurface compaction resulting in a short service life for roadway pavement. Roads with failed or inadequate subsurface condition that do not qualify for traditional resurfacing will be placed on the FDR list of roadways. When a road is put in the FDR list, it will continue to receive patching treatments to maintain an acceptable PCI (above threshold) until funding is adequate to move into FDR work and contracts.
    c. **Pavement design based on roadway classification and traffic loading:** A design matrix is in development to create a systemic design process for selecting the mill and inlay thickness that is based on the subsurface conditions and traffic loading with the intent to re-establish curb reveal and proper drainage in the roadway.

25. A small section of Lullwater Road located between Witherspoon Road and Woodard Way that was resurfaced in 2015 and measures 250 feet requires mill and inlay to help mitigate stormwater issues noted by residents and staff. The mill and inlay work proposed will

reestablish curb reveal and roadway cross-section and will improve stormwater runoff collection and conveyance through existing stormwater inlets located in the lowest section of the roadway. The work proposed exceeds T&PW's in-house resources, and it is included in the Proposed CY24 PMP Rehabilitation (Resurfacing) List to be performed as part of the CY24 PMP Project.

26. The proposed CY24 PMP Project List includes:
    - **Rehabilitation (Resurfacing)** will be performed on 131 roadway segments totaling approximately 25.18 lane-miles of roadway at an estimated cost of $6,412,613, as shown in **Attachment #1**.

      Rehabilitation activities typically include one or more of the following preparatory treatments followed by a structural asphalt overlay (commonly referred to as resurfacing): crack seal, chip seal, full-depth patch, milling and inlay, gutter milling, crack preventative layer, leveling, and full depth replacement. In addition to Shoulder buildup for rural roadways.
    - **Preventative Maintenance** on 280 roadway segments totaling approximately 78.83 lane-miles of roadway at an estimated cost of $1,048,974, as shown in **Attachment #1**. This list includes:
        - Post-resurfacing crack sealing performed on entire roadway segments with pavement from 4 to 5 years old.
        - Deep patching with crack sealing performed on localized deteriorated areas within poor and marginal roadways (PCI ≤ 55) which exceeds the Department's in-house capabilities to address.

      Preventative maintenance activities are designed to preserve existing asphalt pavements and arrest deterioration before it becomes more serious and costly to repair. The effect of timely preventative maintenance is the extension of the life of roadway pavements, thereby delaying resurfacing and/or reconstruction for several years. Preventative Maintenance activities include one or more of the following treatments: crack seal, chip seal, and patching/repair of high severity potholes, corrugation, and rutting.

27. Upon receipt of final unit prices for the CY24 PMP Project from Pittman Construction Inc., T&PW staff reviewed the submitted unit prices and have confirmed that unit prices provided by Pittman Construction are consistent with GDOT Item Mean Summary for CY23 through April 2024 once mobilization, traffic control, and production rate cost and losses are added to the CY24 PMP unit prices.

28. On April 15, 2024, the TSPLOST Oversight Committee will meet to review the Proposed Project Concept for the CY24 Pavement Maintenance Program to determine if it is consistent with the Initial Project Statement for TSPLOST 2023 Project 21 - CY24 Pavement Maintenance Program. This agenda report will be updated prior to the May 7, 2024 voting meeting.

29. Based on the previous year's performance and unit price analysis, T&PW has recommended to the Purchasing Division that the existing contract with Pittman Construction Company, Inc. be extended for the CY24 PMP Project at a unit cost not to exceed $(TBD).

30. A project resolution authorizing the Mayor and appropriate staff to execute all contracts, documents and certifications related to this project is provided in **Attachment #2**.

31. T&PW staff plans to continue to work with KCI consultant to develop project list for M&C approval and with FY25 funding and TSPLOST 2023 funding to support:
    a. Preservation Treatments such as fog seal and thin overlay
    b. Full Depth Reclamation
    c. Cold-In-Place Recycling

32. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:
    - Safely Move Around Athens, Strategy D: *Create more usable and aesthetically pleasing corridor connections between residential and commercial areas*
    - Built and Natural Infrastructure, Strategy C: *Adequate funding for maintenance of existing and newly constructed infrastructure*

OPTIONS:

1. Mayor and Commission:
    a. Approve the list of roadways and associated maintenance activities recommended for the CY24 Pavement Maintenance Program (PMP) project, as shown in **Attachment #1**;
    b. Adopt the Project Resolution, as shown in **Attachment #2**, authorizing the Mayor and appropriate staff to sign all related contracts, documents, and certifications associated with funding for this project;
    c. Authorize the Mayor to execute a second one-year extension to the Unit Price Construction Services Contract with Pittman Construction Company, Inc. for the CY24 PMP Project at a cost not to exceed $(TBD); and
    d. Authorize Mayor and appropriate staff to execute all related documents.

2. The Mayor and Commission do not approve the roadway list, Project Resolution, and/or the one-year contract extension for the CY24 PMP project.

3. Mayor and Commission Defined Option.

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

DEPARTMENT: Transportation & Public Works

Prepared by: Jason Miz, Pavement Coordinator
Derick Mason, Engineering Coordinator

Stephen Bailey
Director

March 18, 2024
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager

April 8, 2024
Date:

ATTACHMENTS:

Attachment #1: CY24 PMP Project List
Attachment #2: CY24 PMP Resolution

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP REHABILITATION RESURFACING

PROPOSED

REHABILITATION: Structural asphalt overlay (resurfacing) including preparatory treatments.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
1	SEGID-4492	Allen Dr	Jail Dr	Hughes St	25	0.03	0.046	Resurfacing
2	SEGID-4675	Ashbrook Ct	WEST END	Ashbrook Dr	37	0.12	0.311	Resurfacing
3	SEGID-3806	Ashmore Ct	Ashmore Dr	NE END	27	0.05	0.140	Resurfacing
4	SEGID-2552	Ashwood Ct	SE END	Greystone Ter	24	0.03	0.111	Resurfacing
5	SEGID-5505	Athena Dr	Collins Industrial Blvd	US 29 Hwy N	34	0.02	0.063	Resurfacing
6	SEGID-1067	Bayberry Ct	SW END	Cedar Shoals Dr	35	0.04	0.117	Resurfacing
7	SEGID-830	Berlin St	North Ave	Berlin Ct	28	0.10	0.173	Resurfacing
8	SEGID-828	Berlin St	Berlin St	Berlin Ct	36	0.00	0.006	Resurfacing
9	SEGID-236	Bloomington Dr	Auburn Pkwy	Providence Rd	29	0.10	0.187	Resurfacing
10	SEGID-3022	Bobbin Mill Rd	Cloverhurst Cir	W Cloverhurst Ave	34	0.05	0.100	Resurfacing
11	SEGID-4803	Bonita Hills Rd	Barnett Shoals Rd	Felton Cir	35	0.18	0.342	Resurfacing
12	SEGID-5286	Brickleberry Rdg	Charles Ct	Charles Ct	37	0.20	0.452	Resurfacing
13	SEGID-5267	Buttonwood Loop	Elderberry Cir	Elderberry Cir	35	0.40	0.835	Resurfacing
14	SEGID-4518	Cabin Creek Rd	Woody Ln	Woody Ln	16	0.06	0.128	Resurfacing
15	SEGID-5005	Cedar Creek Dr	EAST END	Sandstone Dr	24	0.05	0.144	Resurfacing
16	SEGID-302	Chadds Ln	SE END	Chadds Walk	24	0.03	0.108	Resurfacing
17	SEGID-169	Cherokee Ct	NW END	Cherokee Rdg	37	0.05	0.104	Resurfacing
18	SEGID-2258	Clifton Dr	Ashton Dr	Atkinson Dr	38	0.16	0.385	Resurfacing
19	SEGID-3377	Cloverhurst Ter	Cloverhurst Pl	alley	21	0.02	0.030	Resurfacing
20	SEGID-3381	Cloverhurst Ter	alley	W Cloverhurst Ave	34	0.05	0.106	Resurfacing
21	SEGID-2711	Club Dr	Fairway Dr	Championship Dr	31	0.07	0.257	Resurfacing
22	SEGID-4642	Clyde Rd	Takeda Way	Brookwood Dr	36	0.23	0.485	Resurfacing
23	SEGID-4660	Clyde Rd	Tara Pl	Takeda Way	37	0.09	0.202	Resurfacing
24	SEGID-4330	Cook Dr	Spring Cir	Cook Cir	26	0.01	0.022	Resurfacing
25	SEGID-4334	Cook Dr	Cook Cir	Wright Cir	30	0.05	0.114	Resurfacing
26	SEGID-5094	Cooper Rd	Lexington Rd	Deer Pkwy	31	0.14	0.234	Resurfacing
27	SEGID-5101	Cooper Rd	Deer Pkwy	Deer Park Dr	37	0.06	0.087	Resurfacing
28	SEGID-5057	Cooper Springs Ct	Reed St	NW END	38	0.04	0.146	Resurfacing
29	SEGID-4685	Curtis Dr	Old Lexington Rd	Curtis Way	30	0.13	0.253	Resurfacing
30	SEGID-4686	Curtis Dr	Curtis Way	Crestwood Dr	34	0.17	0.347	Resurfacing
31	SEGID-5098	Deer Pkwy	Fawn Dr	NE END	33	0.06	0.176	Resurfacing

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP REHABILITATION RESURFACING

PROPOSED

REHABILITATION: Structural asphalt overlay (resurfacing) including preparatory treatments.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
32	SEGID-5099	Deer Pkwy	Deer Park Dr	Fawn Dr	37	0.07	0.145	Resurfacing
33	SEGID-4168	Diamond Dr	Sapphire Ct	Onyx Pl	20	0.07	0.145	Resurfacing
34	SEGID-5769	Diamond Dr	Onyx Pl	Sorenson Rdg	22	0.03	0.063	Resurfacing
35	SEGID-4165	Diamond Dr	WEST END	Sapphire Ct	30	0.04	0.131	Resurfacing
36	SEGID-647	E Cloverhurst Ave	University Ct	S Finley St	10	0.01	0.038	Resurfacing
37	SEGID-858	E Dougherty St	N Thomas St	Foundry St	13	0.10	0.206	Resurfacing
38	SEGID-462	E Surry Ct	SOUTH END	Hampton Park Dr	37	0.07	0.157	Resurfacing
39	SEGID-1093	Evergreen Ter	Cherokee Rd	NW END	34	0.12	0.294	Resurfacing
40	SEGID-1063	Garland Hill Dr	SE END	Dobbs Dr	31	0.13	0.280	Resurfacing
41	SEGID-2366	Garnet Ridge Dr	Amethyst Dr	Vincent Dr	33	0.05	0.089	Resurfacing
42	SEGID-2662	Gloria St	Clover St	Sunset Dr	36	0.09	0.146	Resurfacing
43	SEGID-4720	Greenwood Cir	Sorenson Rdg	Sorenson Rdg	26	0.03	0.067	Resurfacing
44	SEGID-2483	Hampton Park Dr	Joanne Ct	Jarrett Ct	36	0.06	0.124	Resurfacing
45	SEGID-874	Harper St	SW END	Herring St	14	0.04	0.068	Resurfacing
46	SEGID-441	Hawthorne Park	Hawthorne Ln	Hawthorne Ave	33	0.04	0.088	Resurfacing
47	SEGID-4762	Heidi Pl	SE END	Richard Way	23	0.10	0.263	Resurfacing
48	SEGID-4135	Hidden Hills Ln	Whitehall Rd	Hidden Hills Pl	23	0.05	0.092	Resurfacing
49	SEGID-4916	Highland Park Dr	SE END	Redstone Dr	25	0.12	0.262	Resurfacing
50	SEGID-5014	Horseshoe Cir	Cedar Creek Dr	Sandstone Dr	33	0.29	0.690	Resurfacing
51	SEGID-1534	Hoyt St	State St	NE END	16	0.06	0.118	Resurfacing
52	SEGID-5643	Hoyt St	N Jackson St	State St	25	0.01	0.024	Resurfacing
53	SEGID-3132	Hunters Run Rd	SOUTH END	Will Hunter Rd	32	0.27	0.616	Resurfacing
54	SEGID-1751	Jessica Way	SW END	Randy Pt	31	0.08	0.208	Resurfacing
55	SEGID-2118	Jones Ct	SOUTH END	Jones Dr	21	0.05	0.087	Resurfacing
56	SEGID-308	Lake Dr	Michele Dr	Michele Pl	27	0.05	0.101	Resurfacing
57	SEGID-3136	Lakeside Dr	Lakeside Dr	Riverbend Rd	12	0.03	0.073	Resurfacing
58	SEGID-181	Littleton Way	Logmont Trce	Crane Dr	37	0.03	0.067	Resurfacing
59	SEGID- 3243	Lullwater Rd	Woodward Way	Witherspoon Rd	61	0.10	0.200	Resurfacing
60	SEGID-4647	Lynwood Ct	Forest Rd	NORTH END	23	0.05	0.077	Resurfacing
61	SEGID-718	Madison St	SOUTH END	Atlanta Ave	23	0.06	0.084	Resurfacing
62	SEGID-2554	Marblewood Ct	WEST END	Greystone Ter	27	0.04	0.127	Resurfacing

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP REHABILITATION RESURFACING

PROPOSED

REHABILITATION: Structural asphalt overlay (resurfacing) including preparatory treatments.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
63	SEGID-3958	McKinley Dr	Moreland Ave	Carver Dr	32	0.12	0.224	Resurfacing
64	SEGID-3351	McWhorter Dr	McWhorter Dr	McWhorter Dr	16	0.02	0.043	Resurfacing
65	SEGID-3036	McWhorter Dr	W Rutherford St	W Cloverhurst Ave	33	0.08	0.141	Resurfacing
66	SEGID-3443	Mell St	W Cloverhurst Ave	Springdale St	19	0.08	0.123	Resurfacing
67	SEGID-2043	Merlin Pl	Merlin Ct	NE END	26	0.08	0.189	Resurfacing
68	SEGID-313	Michele Dr	Michele Pl	Lake Dr	28	0.14	0.296	Resurfacing
69	SEGID-4751	Milford Dr	Alley	Wiltshire Dr	35	0.03	0.065	Resurfacing
70	SEGID-3144	Moose Club Dr	Entrance Ramp	S Milledge Dr	19	0.06	0.104	Resurfacing
71	SEGID-766	Mossy Pt	SE END	Creek Hollow Way	33	0.11	0.285	Resurfacing
72	SEGID-5621	N Harris St	Hill St	Cobb St	30	0.08	0.124	Resurfacing
73	SEGID-5608	N Newton St	W Broad St	Reese St	14	0.10	0.219	Resurfacing
74	SEGID-5609	N Newton St	Reese St	W Hancock Ave	32	0.08	0.181	Resurfacing
75	SEGID-2849	Nantahala Ext	Buena Vista Ave	Satula Ave	32	0.09	0.180	Resurfacing
76	SEGID-2862	New Ave	Lakeview St	W End	33	0.01	0.021	Resurfacing
77	SEGID-5316	Oak Creek Way	Whisperwood Ln	Timberidge Ct	31	0.12	0.249	Resurfacing
78	SEGID-4865	Oak Meadows Dr	Whispering Spgs	Twin Creek Shrs	32	0.10	0.180	Resurfacing
79	SEGID-3709	Old Commerce Rd	Commerce Rd	Old Creek Rd	16	0.08	0.155	Resurfacing
80	SEGID-4502	Pamela Dr	Lexington Hts	Lexington Hts	28	0.14	0.276	Resurfacing
81	SEGID-2922	Pine Needle Rd	Westover Dr	Willow Run	30	0.08	0.141	Resurfacing
82	SEGID-637	Pineview Ct	Pineview Dr	NW END	25	0.03	0.116	Resurfacing
83	SEGID-4909	Plantation Dr	Old Lexington Rd	Homestead Dr	32	0.22	0.489	Resurfacing
84	SEGID-4912	Plantation Dr	Homestead Dr	Whit Davis Rd	36	0.31	0.682	Resurfacing
85	SEGID-153	Randy Pt	Jessica Way	SE END	14	0.06	0.182	Resurfacing
86	SEGID-5067	Reed St	Smoke Rise Ct	Reed Ct	21	0.08	0.143	Resurfacing
87	SEGID-4712	Richmond Ct	Sorenson Rdg	EAST END	34	0.04	0.137	Resurfacing
88	SEGID-3850	River Birch Way	Alley	Fern Ridge Ct	28	0.03	0.044	Resurfacing
89	SEGID-3851	River Birch Way	Bridgewater Way	Alley	32	0.02	0.035	Resurfacing
90	SEGID-4867	River Chase Dr	Twin Creek Shrs	Whispering Spgs	31	0.09	0.167	Resurfacing
91	SEGID-4110	Riverbend Pkwy	River Oak Way	Ridgewood Way	30	0.10	0.226	Resurfacing
92	SEGID-251	Riverbottom Ter	Riverbottom Rd	NE END	18	0.07	0.196	Resurfacing
93	SEGID-385	Rivermont Ct	SOUTH END	Rivermont Rd	22	0.01	0.069	Resurfacing

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP REHABILITATION RESURFACING

PROPOSED

REHABILITATION: Structural asphalt overlay (resurfacing) including preparatory treatments.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
94	SEGID-3090	Riverview Rd	Dellwood Dr	Woodward Way	37	0.09	0.176	Resurfacing
95	SEGID-3057	Rock Glen Rd	WEST END	McWhorter Dr	29	0.18	0.368	Resurfacing
96	SEGID-848	Rosa Nell Howard St	Pearl St	John St	30	0.07	0.117	Resurfacing
97	SEGID-722	Rowe Rd	N Chase St	Barber St	30	0.27	0.796	Resurfacing
98	SEGID-5819	Ruth St	Dr MLK Jr Pkwy	Ruth Dr	33	0.11	0.214	Resurfacing
99	SEGID-3880	Ruth St	Magnolia Bluff Dr	Jonas Ave	35	0.06	0.115	Resurfacing
100	SEGID-6052	Ruth St	Ruth Dr	Magnolia Bluff Dr	37	0.10	0.194	Resurfacing
101	SEGID-892	S Poplar St	Oconee St	Oak St	18	0.05	0.093	Resurfacing
102	SEGID-4235	Spalding Cir	Spalding Ct	Phinizy Ln	37	0.05	0.098	Resurfacing
103	SEGID-4613	Spring Lake Dr	W Paces Dr	Spring Lake Ct	30	0.19	0.399	Resurfacing
104	SEGID-645	Springdale St	Stanton Way	S Rocksprings St	24	0.06	0.162	Resurfacing
105	SEGID-3359	Stanton Way	W Rutherford St	W Cloverhurst Ave	14	0.11	0.240	Resurfacing
106	SEGID-3343	Stanton Way	Oakland Ave	Woodlawn Ave	24	0.08	0.187	Resurfacing
107	SEGID-389	Stoneland Dr	Pine Forest Dr	Wood Valley Ln	18	0.08	0.176	Resurfacing
108	SEGID-4772	Stonybrook Dr	Pebble Creek Dr	Brookstone Dr	35	0.08	0.157	Resurfacing
109	SEGID-2915	Talmadge Dr	Pine Needle Rd	Prince Ave	28	0.14	0.246	Resurfacing
110	SEGID-4645	Tara Pl	Clyde Rd	Brookwood Dr	34	0.13	0.268	Resurfacing
111	SEGID-3913	Third St	Pearl St	Ridge Ave	27	0.02	0.047	Resurfacing
112	SEGID-4278	Thumpa Ave	SE END	Thumpa Ave	37	0.12	0.303	Resurfacing
113	SEGID-5318	Timber Creek Dr	Whisperwood Ln	Timberidge Ct	33	0.32	0.659	Resurfacing
114	SEGID-4554	Torrey Pine Pl	SW END	Cedar Creek Dr	34	0.05	0.168	Resurfacing
115	SEGID-4907	Victory Estates Dr	Malabar Ter	Whit Davis Rd	37	0.07	0.183	Resurfacing
116	SEGID-5172	Virginia Ln	Hidden Lake Dr	CITY LIMIT	26	0.04	0.083	Resurfacing
117	SEGID-3021	W Cloverhurst Ave	Bobbin Mill Rd	McWhorter Dr	31	0.05	0.179	Resurfacing
118	SEGID-3016	W Hancock Ave	Baxter St	Evans St	12	0.01	0.024	Resurfacing
119	SEGID-3355	W Rutherford St	Oakland Way	Stanton Way	36	0.09	0.176	Resurfacing
120	SEGID-670	Waddell St	Florida Ave	S Hull St	34	0.08	0.228	Resurfacing
121	SEGID-2900	Waverly Ct	Hillcrest Ave	NW END	25	0.04	0.108	Resurfacing
122	SEGID-516	Wedgefield Ln	Wedgefield Ln	Kathwood Dr	36	0.04	0.108	Resurfacing
123	SEGID-5249	Weeping Willow Dr	Daisy Ln	Hummingbird Trl	29	0.15	0.376	Resurfacing
124	SEGID-5247	Weeping Willow Dr	Tabby Ln	Daisy Ln	37	0.09	0.216	Resurfacing

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP REHABILITATION RESURFACING
PROPOSED

REHABILITATION: Structural asphalt overlay (resurfacing) including preparatory treatments.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
125	SEGID-4948	Whisperwood Ln	Whit Davis Rd	Bordeaux Ln	27	0.05	0.151	Resurfacing
126	SEGID-3991	Wilkerson St	Pottery St	E Broad St	23	0.05	0.110	Resurfacing
127	SEGID-1876	Winterberry Ln	Winterberry Dr	Tawnyberry Ln	34	0.22	0.359	Resurfacing
128	SEGID-3344	Woodlawn Ave	Oakland Way	Stanton Way	37	0.09	0.177	Resurfacing
129	SEGID-4776	Wren Ct	SW END	Robin Rd	34	0.09	0.165	Resurfacing
130	SEGID-814	Wynter Ct	Spring Ct	NE END	27	0.09	0.234	Resurfacing
131	SEGID-4323	Zatella Ln	Carver Dr	EAST END	36	0.05	0.095	Resurfacing
					TOTAL	11.43	25.18	

N

Legend

CY24 PMP Resurfacing

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
1	SEGID-5350	Allyson Way	Cherokee Rd	EAST END	93	0.06	0.146	Post Resurfacing Crackseal
2	SEGID-5046	Arbor View Dr	Spruce Valley Rd	Ponderosa Dr	89	0.29	0.718	Post Resurfacing Crackseal
3	SEGID-4766	Arthur Cir	Richard Way	Richard Way	84	0.26	1.324	Post Resurfacing Crackseal
4	SEGID-3659	Athens Ave	Stevens St	Savannah Ave	91	0.05	0.096	Post Resurfacing Crackseal
5	SEGID-3658	Athens Ave	Barber St	Stevens St	84	0.04	0.078	Post Resurfacing Crackseal
6	SEGID-3660	Athens Ave	Savannah Ave	Augusta Ave	85	0.08	0.168	Post Resurfacing Crackseal
7	SEGID-3670	Athens Ave	Augusta Ave	Macon Ave	92	0.09	0.156	Post Resurfacing Crackseal
8	SEGID-3667	Athens Ave	Macon Ave	EAST END	82	0.07	0.139	Post Resurfacing Crackseal
9	SEGID-1070	Blackmor Ct	SW END	Cedar Shoals Dr	86	0.04	0.119	Post Resurfacing Crackseal
10	SEGID-5663	Bob Godfrey Rd	Belmont Rd	Double Bridges Rd	71	0.73	1.389	Post Resurfacing Crackseal
11	SEGID-5298	Bob Godfrey Rd	Barnett Shoals Rd	Barnett Shoals Rd	58	1.56	2.983	Post Resurfacing Crackseal
12	SEGID-3955	Booker St	Moreland Ave	W Carver Dr	80	0.15	0.301	Post Resurfacing Crackseal
13	SEGID-4052	Branch St	Dublin St	Royal Ct	93	0.09	0.168	Post Resurfacing Crackseal
14	SEGID-4023	Branch St	Simmons St	Derby St	82	0.09	0.168	Post Resurfacing Crackseal
15	SEGID-4057	Branch St	Old Winterville Rd	Dublin St	82	0.07	0.125	Post Resurfacing Crackseal
16	SEGID-4006	Branch St	S Peter St	S Poplar St	86	0.05	0.093	Post Resurfacing Crackseal
17	SEGID-4049	Branch St	Royal Ct	Burney St	95	0.09	0.164	Post Resurfacing Crackseal
18	SEGID-4048	Branch St	Burney St	Simmons St	85	0.07	0.133	Post Resurfacing Crackseal
19	SEGID-424	Buckingham Ter	Buckingham Ct	NE END	93	0.02	0.099	Post Resurfacing Crackseal
20	SEGID-2382	Buckingham Ter	Sage Ln	Buckingham Ct	92	0.07	0.164	Post Resurfacing Crackseal
21	SEGID-5117	Buddy Christian Way	Cherokee Rd	Cherokee Rd	94	1.23	2.568	Post Resurfacing Crackseal
22	SEGID-5339	Candy Cir	SW END	Crossbow Cir	91	0.17	0.318	Post Resurfacing Crackseal
23	SEGID-5340	Candy Cir	Crossbow Cir	Cherokee Rd	88	0.18	0.308	Post Resurfacing Crackseal
24	SEGID-3769	Catalpa Way	Burkland Ln	Burkland Dr	80	0.10	0.178	Post Resurfacing Crackseal
25	SEGID-3774	Catalpa Way	Burkland Dr	Burkland Ln	71	0.09	0.194	Post Resurfacing Crackseal
26	SEGID-2756	Cellar Ct	SW END	Vineyard Dr	78	0.06	0.194	Post Resurfacing Crackseal
27	SEGID-2775	Cellar Ct	Vineyard Dr	NE END	91	0.04	0.156	Post Resurfacing Crackseal
28	SEGID-4985	Churchill Cir	Jockey Club Dr	NW END	90	0.05	0.090	Post Resurfacing Crackseal
29	SEGID-211	Coile Dr	Mitchell Bridge Rd	NORTH END	88	0.23	0.555	Post Resurfacing Crackseal
30	SEGID-3693	Conrad Dr	Dr MLK Jr Pkwy	Bridgewater Way	57	0.08	0.174	Post Resurfacing Crackseal
31	SEGID-3698	Conrad Dr	Bridgewater Way	Lake St	58	0.40	0.831	Post Resurfacing Crackseal
32	SEGID-3165	Davis Estates Rd	Julia Ann Cir	Davis St	90	0.10	0.186	Post Resurfacing Crackseal

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
33	SEGID-3162	Davis Estates Rd	Davis St	Julia Ann Cir	84	0.22	0.440	Post Resurfacing Crackseal
34	SEGID-3157	Davis St	Moose Club Dr	Moose Club Dr	93	0.16	0.259	Post Resurfacing Crackseal
35	SEGID-3164	Davis St	Davis Estates Rd	Moose Club Dr	90	0.05	0.103	Post Resurfacing Crackseal
36	SEGID-3167	Davis St	Heatherwood Ln	Davis Estates Rd	90	0.18	0.342	Post Resurfacing Crackseal
37	SEGID-3159	Davis St	Davis Estates Rd	Jane Cir	89	0.05	0.100	Post Resurfacing Crackseal
38	SEGID-3160	Davis St	WEST END	Davis Estates Rd	85	0.03	0.059	Post Resurfacing Crackseal
39	SEGID-3156	Davis St	Moose Club Dr	S Milledge Ave	69	0.05	0.084	Post Resurfacing Crackseal
40	SEGID-1625	Deerfield Run	SOUTH END	Deerfield Rd	91	0.15	0.201	Post Resurfacing Crackseal
41	SEGID-4027	Dublin St	Head St	E Broad St	89	0.06	0.135	Post Resurfacing Crackseal
42	SEGID-4054	Dublin St	Old Winterville Rd	Branch St	83	0.12	0.223	Post Resurfacing Crackseal
43	SEGID-4306	Dublin St	Arch St	Vine St	68	0.09	0.140	Post Resurfacing Crackseal
44	SEGID-4050	Dublin St	Branch St	Head St	74	0.05	0.116	Post Resurfacing Crackseal
45	SEGID-4030	Dublin St	Hawkins St	Arch St	93	0.05	0.093	Post Resurfacing Crackseal
46	SEGID-4031	Dublin St	E Broad St	Hawkins St	89	0.07	0.131	Post Resurfacing Crackseal
47	SEGID-4013	E Broad St	S Peter St	Derby St	90	0.21	0.419	Post Resurfacing Crackseal
48	SEGID-3937	E Broad St	Mulberry St	Arch St	89	0.02	0.030	Post Resurfacing Crackseal
49	SEGID-4028	E Broad St	Simmons St	Anderson St	80	0.17	0.368	Post Resurfacing Crackseal
50	SEGID-4303	E Broad St	Dublin St	Old Winterville Rd	82	0.11	0.205	Post Resurfacing Crackseal
51	SEGID-4032	E Broad St	Anderson St	Dublin St	79	0.10	0.201	Post Resurfacing Crackseal
52	SEGID-4018	E Broad St	Derby St	Simmons St	81	0.08	0.158	Post Resurfacing Crackseal
53	SEGID-4012	E Broad St	S Poplar St	S Peter St	88	0.08	0.142	Post Resurfacing Crackseal
54	SEGID-3951	E Broad St	Arch St	N Poplar St	92	0.09	0.204	Post Resurfacing Crackseal
55	SEGID-3403	E Rutherford St	W Rutherford St	Pinecrest Dr	82	0.24	0.471	Post Resurfacing Crackseal
56	SEGID-947	Eastwood Ct	Winterville Rd	Eastwood Ter	77	0.13	0.248	Post Resurfacing Crackseal
57	SEGID-4260	Faulkner St	Mark Twain Cir	Mark Twain Cir	91	0.11	0.205	Post Resurfacing Crackseal
58	SEGID-3916	First St	Ridge Ave	Moreland Ave	90	0.08	0.166	Post Resurfacing Crackseal
59	SEGID-3898	First St	Rosa Nell Howard St	Strickland Ave	91	0.13	0.230	Post Resurfacing Crackseal
60	SEGID-3920	First St	Vine St	Ridge Ave	87	0.12	0.310	Post Resurfacing Crackseal
61	SEGID-3901	First St	Trail Creek St	Water Oak St	91	0.02	0.050	Post Resurfacing Crackseal
62	SEGID-3900	First St	Water Oak St	Rosa Nell Howard St	91	0.04	0.065	Post Resurfacing Crackseal
63	SEGID-3902	First St	Third St	Trail Creek St	92	0.08	0.172	Post Resurfacing Crackseal
64	SEGID-3927	First St	E Broad St	Vine St	90	0.22	0.519	Post Resurfacing Crackseal

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
65	SEGID-3914	First St	Moreland Ave	Third St	91	0.07	0.160	Post Resurfacing Crackseal
66	SEGID-3897	Fourth St	First St	Bonnie Ln	95	0.07	0.122	Post Resurfacing Crackseal
67	SEGID-3887	Fourth St	Bray St	Oak Hill Dr	75	0.50	1.235	Post Resurfacing Crackseal
68	SEGID-2512	Fox Trce	St George Ct	EAST END	89	0.17	0.369	Post Resurfacing Crackseal
69	SEGID-2514	Fox Trce	Timothy Rd	St George Ct	92	0.07	0.135	Post Resurfacing Crackseal
70	SEGID-3145	Garden Ln	Garden Ct	Macon Hwy	83	0.07	0.160	Post Resurfacing Crackseal
71	SEGID-1433	Garden Ln	SOUTH END	Garden Ct	83	0.02	0.029	Post Resurfacing Crackseal
72	SEGID-5741	Glenwood Dr	Riverview Rd	Brandon Ln	85	0.21	0.349	Post Resurfacing Crackseal
73	SEGID-3087	Glenwood Dr	Brandon Ln	Dogwood Dr	71	0.11	0.173	Post Resurfacing Crackseal
74	SEGID-3220	Greenwood Dr	Gran Ellen Dr	Marion Dr	72	0.08	0.142	Post Resurfacing Crackseal
75	SEGID-5302	Hearthstone Ct	Millstone Cir	NW END	82	0.09	0.169	Post Resurfacing Crackseal
76	SEGID-3168	Heatherwood Ln	SW END	Davis St	85	0.14	0.289	Post Resurfacing Crackseal
77	SEGID-4419	Helican Springs Rd	Smokey Rd	Smokey Rd	90	0.05	0.099	Post Resurfacing Crackseal
78	SEGID-4425	Helican Springs Rd	Smokey Rd	Helican Springs Rd	94	0.38	0.650	Post Resurfacing Crackseal
79	SEGID-3947	Herman St	Arch St	Braswell Dr	83	0.16	0.302	Post Resurfacing Crackseal
80	SEGID-3945	Herman St	Braswell Dr	Vine St	88	0.04	0.085	Post Resurfacing Crackseal
81	SEGID-875	Herring St	Derby St	Harper St	66	0.13	0.184	Post Resurfacing Crackseal
82	SEGID-4804	Hickory Pointe Dr	Chickadee Ct	Barnett Shoals Rd	92	0.48	0.792	Post Resurfacing Crackseal
83	SEGID-4793	Hickory Pointe Dr	Greyfriars Rd	Chickadee Ct	87	0.82	1.347	Post Resurfacing Crackseal
84	SEGID-3928	Hillside St	Ridge Ave	Moreland Ave	84	0.07	0.149	Post Resurfacing Crackseal
85	SEGID-3929	Hillside St	Vine St	Ridge Ave	89	0.12	0.238	Post Resurfacing Crackseal
86	SEGID-383	Holly Ln	Holly Ct	Rivermont Rd	90	0.09	0.182	Post Resurfacing Crackseal
87	SEGID-384	Holly Ln	Rivermont Rd	Holly Ct	89	0.09	0.189	Post Resurfacing Crackseal
88	SEGID-2679	Holman Ave	Gloria St	Edwards Dr	90	0.11	0.203	Post Resurfacing Crackseal
89	SEGID-2677	Holman Ave	Edwards Dr	Gilmer St	85	0.08	0.161	Post Resurfacing Crackseal
90	SEGID-1437	Holman Ave	Best Dr	Sunset Ter	70	0.02	0.049	Post Resurfacing Crackseal
91	SEGID-2961	Holman Ave	Sunset Dr	Talmadge Dr	87	0.06	0.120	Post Resurfacing Crackseal
92	SEGID-2672	Holman Ave	Gilmer St	Oglethorpe Ave	89	0.08	0.159	Post Resurfacing Crackseal
93	SEGID-2980	Holman Ave	W Broad St	Old W Broad St	79	0.08	0.281	Post Resurfacing Crackseal
94	SEGID-2950	Holman Ave	Price Ave	Millard Ave	89	0.12	0.227	Post Resurfacing Crackseal
95	SEGID-2947	Holman Ave	Millard Ave	Millard Ave	95	0.01	0.012	Post Resurfacing Crackseal
96	SEGID-2978	Holman Ave	Old W Broad St	Sunset Dr	85	0.12	0.228	Post Resurfacing Crackseal

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
97	SEGID-2948	Holman Ave	Millard Ave	Gloria St	95	0.08	0.162	Post Resurfacing Crackseal
98	SEGID-2952	Holman Ave	Sunset Ter	Price Ave	88	0.14	0.249	Post Resurfacing Crackseal
99	SEGID-2954	Holman Ave	Talmadge Dr	Best Dr	83	0.06	0.135	Post Resurfacing Crackseal
100	SEGID-1534	Hoyt St	State St	NE END	16	0.06	0.118	Post Resurfacing Crackseal
101	SEGID-3585	Hoyt St	College Ave	alley	67	0.04	0.094	Post Resurfacing Crackseal
102	SEGID-710	Hoyt St	N Hull St	College Ave	77	0.15	0.278	Post Resurfacing Crackseal
103	SEGID-5644	Hoyt St	alley	N Jackson St	86	0.02	0.055	Post Resurfacing Crackseal
104	SEGID-3163	Jane Cir	Davis St	NORTH END	92	0.06	0.138	Post Resurfacing Crackseal
105	SEGID-5237	Jockey Club Dr	Shoemaker Ct	SE END	74	0.20	0.379	Post Resurfacing Crackseal
106	SEGID-1728	John Collier Rd	Tallassee Rd	Tallassee Rd	89	0.10	0.132	Post Resurfacing Crackseal
107	SEGID-1729	John Collier Rd	DS@509E Tallassee Rd	DS@509E Tallassee Rd	94	0.34	0.462	Post Resurfacing Crackseal
108	SEGID-145	John Collier Rd	Tallassee Rd	John Collier Rd	86	0.07	0.095	Post Resurfacing Crackseal
109	SEGID-1731	John Collier Rd	Private Dr	John Collier Rd	72	0.20	0.298	Post Resurfacing Crackseal
110	SEGID-1732	John Collier Rd	Hale Rd	Private Dr	95	0.15	0.202	Post Resurfacing Crackseal
111	SEGID-3161	Julia Ann Cir	SOUTH END	Davis Estates Rd	91	0.06	0.134	Post Resurfacing Crackseal
112	SEGID-2644	Julious Dr	Smith St	Hawthorne Ave	88	0.07	0.124	Post Resurfacing Crackseal
113	SEGID-2641	Julious Dr	Walker St	Smith St	91	0.07	0.115	Post Resurfacing Crackseal
114	SEGID-2890	King Ave	Cobb St	Prince Ave	66	0.08	0.236	Post Resurfacing Crackseal
115	SEGID-2904	King Ave	Hillcrest Ave	Hill St	89	0.20	0.393	Post Resurfacing Crackseal
116	SEGID-2897	King Ave	Hill St	Cobb St	89	0.10	0.159	Post Resurfacing Crackseal
117	SEGID-2966	King Ave	Mathews Ave	Hillcrest Ave	76	0.08	0.136	Post Resurfacing Crackseal
118	SEGID-1733	Lavender Lakes Dr	Lavender Rd	NORTH END	57	0.33	0.695	Post Resurfacing Crackseal
119	SEGID-956	Lombardy Pl	Lombardy Cir	NORTH END	84	0.03	0.082	Post Resurfacing Crackseal
120	SEGID-5039	Longbranch Ct	SE END	Shadow Moss Dr	89	0.06	0.159	Post Resurfacing Crackseal
121	SEGID-4943	Lost Tree Trl	Sandstone Dr	Honey Tree Dr	91	0.29	0.696	Post Resurfacing Crackseal
122	SEGID-4944	Lost Tree Trl	Honey Tree Dr	Sandstone Dr	90	0.11	0.236	Post Resurfacing Crackseal
123	SEGID-5642	Madison Ave	College Ave	N Jackson St	78	0.07	0.122	Post Resurfacing Crackseal
124	SEGID-3106	Maple Ln	Maple Cir	Lullwater Rd	87	0.09	0.207	Post Resurfacing Crackseal
125	SEGID-4346	Martin Cir	Martin Ct	Martin Ct	86	0.15	0.279	Post Resurfacing Crackseal
126	SEGID-4337	Martin Cir	Luther Ln	Cook Dr	89	0.18	0.343	Post Resurfacing Crackseal
127	SEGID-4349	Martin Cir	Martin Ct	Washington Dr	83	0.12	0.204	Post Resurfacing Crackseal
128	SEGID-4345	Martin Cir	Cook Dr	Martin Ct	91	0.08	0.160	Post Resurfacing Crackseal

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
129	SEGID-4328	Martin Cir	Andrea Dr	Luther Ln	78	0.10	0.197	Post Resurfacing Crackseal
130	SEGID-3443	Mell St	W Cloverhurst Ave	Springdale St	19	0.08	0.123	Post Resurfacing Crackseal
131	SEGID-3379	Mell St	W Rutherford St	alley	56	0.07	0.127	Post Resurfacing Crackseal
132	SEGID-3382	Mell St	alley	W Cloverhurst Ave	65	0.04	0.058	Post Resurfacing Crackseal
133	SEGID-2584	Middleton Ct	Middleton Pl	NORTH END	86	0.05	0.158	Post Resurfacing Crackseal
134	SEGID-2587	Middleton Pl	Middleton Ct	Branford Pl	88	0.30	0.547	Post Resurfacing Crackseal
135	SEGID-2585	Middleton Pl	WEST END	Middleton Ct	89	0.07	0.164	Post Resurfacing Crackseal
136	SEGID-3245	Milledge Avenue Ext	Pinecrest Ct	S Milledge Ave	70	0.04	0.074	Post Resurfacing Crackseal
137	SEGID-3250	Milledge Avenue Ext	E Campus Rd	Pinecrest Ct	87	0.11	0.164	Post Resurfacing Crackseal
138	SEGID-3284	Milledge Ct	S Milledge Ave	EAST END	66	0.05	0.101	Post Resurfacing Crackseal
139	SEGID-4011	Mulberry St	S Poplar St	E Broad St	43	0.18	0.344	Post Resurfacing Crackseal
140	SEGID-2433	N Homewood Dr	Valleywood Dr	Valleywood Dr	90	0.35	0.883	Post Resurfacing Crackseal
141	SEGID-2430	N Homewood Dr	Hunnicutt Dr	S Homewood Dr	87	0.06	0.140	Post Resurfacing Crackseal
142	SEGID-5609	N Newton St	Reese St	W Hancock Ave	32	0.08	0.181	Post Resurfacing Crackseal
143	SEGID-3538	N Newton St	Meigs St	Prince Ave	70	0.02	0.045	Post Resurfacing Crackseal
144	SEGID-3539	N Newton St	W Hancock Ave	Meigs St	44	0.08	0.189	Post Resurfacing Crackseal
145	SEGID-5608	N Newton St	W Broad St	Reese St	14	0.10	0.219	Post Resurfacing Crackseal
146	SEGID-1263	N Pope St	Meigs St	Hill St	92	0.08	0.130	Post Resurfacing Crackseal
147	SEGID-1264	N Pope St	W Hancock Ave	Meigs St	90	0.08	0.132	Post Resurfacing Crackseal
148	SEGID-3596	N Pope St	Hill St	Prince Ave	71	0.03	0.047	Post Resurfacing Crackseal
149	SEGID-1259	N Pope St	S Pope St	Reese St	84	0.08	0.130	Post Resurfacing Crackseal
150	SEGID-1260	N Pope St	Reese St	W Hancock Ave	63	0.08	0.129	Post Resurfacing Crackseal
151	SEGID-3599	N Pope St	Prince Ave	NORTH END	83	0.18	0.335	Post Resurfacing Crackseal
152	SEGID-281	Northfort Ct	Westwood Dr	NE END	86	0.06	0.103	Post Resurfacing Crackseal
153	SEGID-5079	Oak Dr	Midway Rd	Lexington Rd	89	0.19	0.351	Post Resurfacing Crackseal
154	SEGID-4994	Oak Park Ct	SE END	E Paces Dr	92	0.13	0.293	Post Resurfacing Crackseal
155	SEGID-2932	Oglethorpe Ter	WEST END	Willow Run	92	0.07	0.149	Post Resurfacing Crackseal
156	SEGID-5191	Pittard Rd	Old Elberton Rd	Old Elberton Rd	95	1.06	2.020	Post Resurfacing Crackseal
157	SEGID-1086	Pittard Rd	Hull Rd	Hull Rd	82	0.01	0.018	Post Resurfacing Crackseal
158	SEGID-5190	Pittard Rd	Star Dr	Star Dr	90	0.35	0.663	Post Resurfacing Crackseal
159	SEGID-3990	Pottery St	Wilkerson St	E Broad St	76	0.09	0.116	Post Resurfacing Crackseal
160	SEGID-616	Puritan Ln	WEST END	Macon Hwy	76	0.14	0.221	Post Resurfacing Crackseal

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
161	SEGID-85	Putter Pl	Nassau Ln	EAST END	82	0.07	0.209	Post Resurfacing Crackseal
162	SEGID-5854	Putters Dr	Divot Pt	Mulligan Way	87	0.05	0.080	Post Resurfacing Crackseal
163	SEGID-1338	Putters Dr	SW END	Divot Pt	82	0.03	0.057	Post Resurfacing Crackseal
164	SEGID-5853	Putters Dr	Mulligan Way	Jefferson Rd	90	0.32	0.582	Post Resurfacing Crackseal
165	SEGID-4789	Raccoon Row	SW END	Red Fox Run	94	0.20	0.325	Post Resurfacing Crackseal
166	SEGID-5765	Red Fox Run	SW END	SW END	90	0.64	1.161	Post Resurfacing Crackseal
167	SEGID-4785	Red Fox Run	Beaver Trl	Barnett Shoals Rd	92	0.79	1.442	Post Resurfacing Crackseal
168	SEGID-4787	Red Fox Run	Raccoon Row	Beaver Trl	92	0.20	0.370	Post Resurfacing Crackseal
169	SEGID-4759	Richard Way	Wolfe Ln	Heidi Pl	82	0.17	0.422	Post Resurfacing Crackseal
170	SEGID-4765	Richard Way	Myles Ct	Arthur Cir	89	0.07	0.151	Post Resurfacing Crackseal
171	SEGID-4769	Richard Way	Arthur Cir	Barnett Shoals Rd	89	0.14	0.355	Post Resurfacing Crackseal
172	SEGID-4761	Richard Way	Heidi Pl	Arthur Cir	92	0.07	0.166	Post Resurfacing Crackseal
173	SEGID-4760	Richard Way	Arthur Cir	Wolfe Ln	88	0.06	0.126	Post Resurfacing Crackseal
174	SEGID-4764	Richard Way	Wolfe Ln	Myles Ct	93	0.08	0.190	Post Resurfacing Crackseal
175	SEGID-2501	Riverhill Ct	NW END	Riverhill Dr	90	0.07	0.173	Post Resurfacing Crackseal
176	SEGID-2494	Riverside Dr	SOUTH END	Dell Ave	78	0.11	0.231	Post Resurfacing Crackseal
177	SEGID-2497	Riverside Dr	Dell Ave	Briarcliff Rd	78	0.04	0.069	Post Resurfacing Crackseal
178	SEGID-2496	Riverside Dr	Dell Ave	Dell Ave	75	0.04	0.072	Post Resurfacing Crackseal
179	SEGID-3082	Riverview Rd	Woodward Way	Lullwater Rd	91	0.15	0.327	Post Resurfacing Crackseal
180	SEGID-3199	Riverview Rd	Lullwater Rd	S Lumpkin St	88	0.09	0.187	Post Resurfacing Crackseal
181	SEGID-6052	Ruth St	Ruth Dr	Magnolia Bluff Dr	37	0.10	0.194	Post Resurfacing Crackseal
182	SEGID-5819	Ruth St	Dr MLK Jr Pkwy	Ruth Dr	33	0.11	0.214	Post Resurfacing Crackseal
183	SEGID-3880	Ruth St	Magnolia Bluff Dr	Jonas Ave	35	0.06	0.115	Post Resurfacing Crackseal
184	SEGID-3878	Ruth St	Greenview Rd	Cherry Ln	68	0.05	0.097	Post Resurfacing Crackseal
185	SEGID-3877	Ruth St	Lake St	North Ave	89	0.40	0.841	Post Resurfacing Crackseal
186	SEGID-3875	Ruth St	Jonas Ave	Greenview Rd	57	0.03	0.067	Post Resurfacing Crackseal
187	SEGID-3879	Ruth St	Cherry Ln	Lake St	66	0.07	0.134	Post Resurfacing Crackseal
188	SEGID-3507	S Finley St	Judy Cir	Waddell St	53	0.05	0.102	Post Resurfacing Crackseal
189	SEGID-3488	S Finley St	Waddell St	Dearing St	51	0.08	0.124	Post Resurfacing Crackseal
190	SEGID-669	S Hull St	Waddell St	Waddell St	89	0.01	0.038	Post Resurfacing Crackseal
191	SEGID-6223	S Hull St	Waddell St	Wray St	88	0.02	0.039	Post Resurfacing Crackseal
192	SEGID-671	S Hull St	Wray St	W Broad St	82	0.14	0.480	Post Resurfacing Crackseal

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
193	SEGID-3996	S Jackson St	Baldwin St	Fulton St	87	0.28	0.563	Post Resurfacing Crackseal
194	SEGID-3987	S Jackson St	Fulton St	South St	95	0.04	0.089	Post Resurfacing Crackseal
195	SEGID-3985	S Jackson St	South St	N Jackson St	60	0.04	0.103	Post Resurfacing Crackseal
196	SEGID-3390	S Lumpkin St	Woodrow St	W Rutherford St	72	0.09	0.249	Post Resurfacing Crackseal
197	SEGID-3478	S Lumpkin St	Baldwin St	Bocock St	87	0.16	0.578	Post Resurfacing Crackseal
198	SEGID-4067	S Lumpkin St	Smith St	Carlton St	88	0.06	0.210	Post Resurfacing Crackseal
199	SEGID-4068	S Lumpkin St	Carlton St	Green St	88	0.05	0.164	Post Resurfacing Crackseal
200	SEGID-3387	S Lumpkin St	Bloomfield St	Pinecrest Dr	88	0.05	0.183	Post Resurfacing Crackseal
201	SEGID-3404	S Lumpkin St	Brittain Ave	Smith St	87	0.08	0.283	Post Resurfacing Crackseal
202	SEGID-3479	S Lumpkin St	Baxter St	Baldwin St	85	0.12	0.373	Post Resurfacing Crackseal
203	SEGID-3405	S Lumpkin St	Pinecrest Dr	Brittain Ave	85	0.12	0.424	Post Resurfacing Crackseal
204	SEGID-3383	S Lumpkin St	W Rutherford St	Bloomfield St	77	0.04	0.153	Post Resurfacing Crackseal
205	SEGID-4066	S Lumpkin St	Green St	University Ct	88	0.14	0.406	Post Resurfacing Crackseal
206	SEGID-5632	S Lumpkin St	Bocock St	W Broad St	83	0.14	0.514	Post Resurfacing Crackseal
207	SEGID-3461	S Lumpkin St	University Ct	Baxter St	88	0.27	0.772	Post Resurfacing Crackseal
208	SEGID-3143	S Milledge Dr	Moose Club Dr	S Milledge Ave	85	0.20	0.546	Post Resurfacing Crackseal
209	SEGID-3487	S Pope St	Waddell St	Dearing St	83	0.08	0.131	Post Resurfacing Crackseal
210	SEGID-3506	S Pope St	Baxter St	Waddell St	92	0.23	0.379	Post Resurfacing Crackseal
211	SEGID-5627	S Pope St	Dearing St	W Broad St	80	0.08	0.132	Post Resurfacing Crackseal
212	SEGID-3413	S Rocksprings St	Springdale St	Baxter St	86	0.14	0.456	Post Resurfacing Crackseal
213	SEGID-3462	S Rocksprings St	Henderson Ext	Waddell St	92	0.08	0.235	Post Resurfacing Crackseal
214	SEGID-3466	S Rocksprings St	Dearing St	W Broad St	83	0.08	0.254	Post Resurfacing Crackseal
215	SEGID-3464	S Rocksprings St	Baxter St	Rocksprings Ct	87	0.07	0.221	Post Resurfacing Crackseal
216	SEGID-3467	S Rocksprings St	Waddell St	Dearing St	90	0.08	0.239	Post Resurfacing Crackseal
217	SEGID-3463	S Rocksprings St	Rocksprings Ct	Henderson Ext	93	0.07	0.206	Post Resurfacing Crackseal
218	SEGID-1967	Sassafras Way	Jasmine Trl	Lavender Rd	88	0.05	0.115	Post Resurfacing Crackseal
219	SEGID-5321	Scarlet Oak Dr	Timberidge Ct	Timberidge Ct	78	0.22	0.489	Post Resurfacing Crackseal
220	SEGID-2513	St George Ct	St George Dr	Fox Trce	86	0.10	0.185	Post Resurfacing Crackseal
221	SEGID-2515	St George Dr	Kalen Holw	St George Ct	92	0.12	0.235	Post Resurfacing Crackseal
222	SEGID-2598	St George Dr	SE END	St George Pl	85	0.07	0.143	Post Resurfacing Crackseal
223	SEGID-2510	St George Dr	Renfrew Dr	St George Pl	93	0.28	0.517	Post Resurfacing Crackseal
224	SEGID-2511	St George Dr	St George Ct	Renfrew Dr	94	0.11	0.224	Post Resurfacing Crackseal

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - POST RESURFACING CRACK SEALING

PROPOSED

PREVENTATIVE MAINTENANCE: Post 4 year old pavement crack sealing.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
225	SEGID-2509	St George Pl	SW END	St George Dr	79	0.11	0.224	Post Resurfacing Crackseal
226	SEGID-1072	Studio Ct	SW END	Cedar Shoals Dr	86	0.04	0.086	Post Resurfacing Crackseal
227	SEGID-2918	Sylvan Rd	Talmadge Dr	Pine Needle Rd	89	0.19	0.278	Post Resurfacing Crackseal
228	SEGID-4643	Takeda Way	Clyde Rd	Brookwood Dr	85	0.12	0.235	Post Resurfacing Crackseal
229	SEGID-1755	Travis Dr	SW END	Christa Ln	95	0.17	0.364	Post Resurfacing Crackseal
230	SEGID-3068	Valley Rd	West Lake Dr	NORTH END	89	0.23	0.310	Post Resurfacing Crackseal
231	SEGID-3944	Vine St	N Peter St	Herman St	89	0.15	0.310	Post Resurfacing Crackseal
232	SEGID-3936	Vine St	Herman St	Oakridge Ave	92	0.12	0.393	Post Resurfacing Crackseal
233	SEGID-3933	Vine St	Oakridge Ave	Hillside St	91	0.05	0.096	Post Resurfacing Crackseal
234	SEGID-3932	Vine St	Hillside St	First St	89	0.05	0.111	Post Resurfacing Crackseal
235	SEGID-3624	Virginia Ave	Dubose Ave	Boulevard	73	0.18	0.422	Post Resurfacing Crackseal
236	SEGID-653	Waddell St	S Rocksprings St	S Billups St	93	0.08	0.183	Post Resurfacing Crackseal
237	SEGID-1548	Walter Sams Rd	Lexington Rd	CITY LIMIT	93	0.37	0.570	Post Resurfacing Crackseal
238	SEGID-4343	Washington Dr	Wright Cir	Spring Cir	81	0.10	0.226	Post Resurfacing Crackseal
239	SEGID-4348	Washington Dr	Spring Cir	Martin Cir	81	0.06	0.129	Post Resurfacing Crackseal
240	SEGID-4326	Washington Dr	Nellie B Ave	Luther Ln	91	0.12	0.371	Post Resurfacing Crackseal
241	SEGID-4341	Washington Dr	Kennedy Cir	Wright Cir	91	0.12	0.304	Post Resurfacing Crackseal
242	SEGID-4336	Washington Dr	Kennedy Cir	Cook Dr	91	0.08	0.233	Post Resurfacing Crackseal
243	SEGID-4340	Washington Dr	Cook Dr	Kennedy Cir	77	0.06	0.162	Post Resurfacing Crackseal
244	SEGID-4329	Washington Dr	Luther Ln	Kennedy Cir	92	0.04	0.122	Post Resurfacing Crackseal
245	SEGID-1071	Wellington Ct	SW END	Cedar Shoals Dr	81	0.04	0.108	Post Resurfacing Crackseal
246	SEGID-3130	Will Hunter Rd	SOUTH END	Dans Way	89	0.21	0.363	Post Resurfacing Crackseal
247	SEGID-3129	Will Hunter Rd	Dans Way	Betsy Ln	88	0.05	0.099	Post Resurfacing Crackseal
248	SEGID-362	Windy Hill Ct	SOUTH END	Windy Hill Way	91	0.09	0.188	Post Resurfacing Crackseal
249	SEGID-365	Windy Hill Ct	Epps Bridge Rd	Windy Hill Way	89	0.09	0.149	Post Resurfacing Crackseal
250	SEGID-3194	Witherspoon Ct	Witherspoon Rd	NE END	88	0.06	0.176	Post Resurfacing Crackseal
251	SEGID-388	Wood Valley Ln	Pine Forest Dr	Stoneland Dr	93	0.16	0.369	Post Resurfacing Crackseal
252	SEGID-4353	Woodridge Cir	Oliver Cir	Oliver Cir	92	0.25	0.515	Post Resurfacing Crackseal
253	SEGID-4354	Woodridge Cir	Oliver Cir	Oliver Cir	92	0.06	0.119	Post Resurfacing Crackseal
254	SEGID-4351	Woodridge Cir	Woodridge Cir	Oliver Cir	89	0.26	0.516	Post Resurfacing Crackseal
255	SEGID-4350	Woodridge Cir	Oliver Cir	Indian Hills Dr	86	0.03	0.062	Post Resurfacing Crackseal
					TOTAL	35.05	72.60	

N

Legend

CY24 PMP Post Resurfacing Crack Sealing

ATHENS-CLARKE COUNTY TRANSPORTATION AND PUBLIC WORKS

CY2024 PMP PREVENTATIVE MAINTENANCE - PATCH ONLY

PROPOSED

PREVENTATIVE MAINTENANCE: Includes patching on localized deterioations including large potholes, corrugations, and rutting of pavement.

No.	Segment ID	Road Name	From Road	To Road	PCI	Centerline Miles	Lanemiles	Treatment Type
1	SEGID-3012	Baxter St	Baxter Dr	Collins Ave	55	0.14	0.474	Patch Only
2	SEGID-4962	Cedar Shoals Dr	Studio Ct	Crows Nest Ct	44	0.06	0.204	Patch Only
3	SEGID-5000	Cedar Shoals Dr	Laurie Dr	E Paces Dr	46	0.09	0.328	Patch Only
4	SEGID-4254	College Station Rd	Mark Twain Cir	International Dr	45	0.04	0.227	Patch Only
5	SEGID-5804	College Station Rd	River Rd	Lake Herrick Dr	42	0.01	0.025	Patch Only
6	SEGID-4274	College Station Rd	Research Dr	College Cir	47	0.22	1.488	Patch Only
7	SEGID-4532	Gaines School Rd	Sunnyview Rd	Civitan Club Dr	55	0.01	0.028	Patch Only
8	SEGID-5170	Harve Mathis Rd	Virginia Ln	US 29 Hwy N	52	0.13	0.264	Patch Only
9	SEGID-6051	Ila Rd	Norwood Ln	Ila Rd	52	0.10	0.195	Patch Only
10	SEGID-3146	Macon Hwy	Garden Ln	Entrance Ramp	50	0.10	0.337	Patch Only
11	SEGID-1271	N Chase St	S Chase St	Reese St	46	0.08	0.131	Patch Only
12	SEGID-679	N Chase St	Reese St	W Hancock Ave	42	0.08	0.152	Patch Only
13	SEGID-1276	N Thomas St	E Clayton St	E Washington St	51	0.06	0.221	Patch Only
14	SEGID-1275	N Thomas St	E Clayton St	E Washington St	49	0.00	0.007	Patch Only
15	SEGID-2806	Newton Bridge Rd	Barber St	Paradise Blvd	52	0.12	0.435	Patch Only
16	SEGID-3562	Prince Ave	Meigs St	W Dougherty St	55	0.04	0.159	Patch Only
17	SEGID-2434	S Homewood Dr	N Homewood Dr	Magnolia Blossom Way	47	0.06	0.150	Patch Only
18	SEGID-3254	S Lumpkin St	West Lake Dr	Hope Ave	55	0.08	0.178	Patch Only
19	SEGID-5748	S Lumpkin St	S Milledge Ave	Milledge Cir	47	0.01	0.023	Patch Only
20	SEGID-3142	S Milledge Ave	Weymanda Cir	Entrance Ramp	54	0.06	0.333	Patch Only
21	SEGID-3140	S Milledge Ave	Pineview Dr	Riverbend Rd	54	0.03	0.072	Patch Only
22	SEGID-861	S Thomas St	Spring St	Fulton St	44	0.04	0.102	Patch Only
23	SEGID-2169	Timothy Rd	Kirkwood Dr	Epps Bridge Pkwy	51	0.07	0.379	Patch Only
24	SEGID-666	W Broad St	S Newton St	N Newton St	55	0.00	0.012	Patch Only
25	SEGID-2628	West Lake Dr	Alpine Way	Alps Rd	55	0.08	0.302	Patch Only
					TOTAL	1.71	6.23	

N

Legend

CY24 PMP Patching

AUTHORIZING RESOLUTION
CY2024 PAVEMENT MAINTENANCE PROGRAM PROJECT

WHEREAS, The Mayor and Commission of the Unified Government of Athens-Clarke County, Georgia, have specifically determined and found that it is in the public interest to perform rehabilitation on approximately **25.18 (twenty five point eighteen)** lane miles and preventive maintenance on approximately **78.83 (seventy eight point eighty three)** lane miles of locally maintained roads (hereinafter referred to as "the PMP Project"); and

WHEREAS, The Mayor and Commission of the Unified Government of Athens-Clarke County have further found that the PMP Project is necessary and appropriate for the protection of public safety and serves the general welfare of Athens-Clarke County.

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

SECTION 1. This PMP Project is authorized and approved as an official project of the Unified Government of Athens-Clarke County, Georgia.

SECTION 2. The Mayor, Clerk of Commission, and Manager, or their respective lawful designees, are hereby expressly authorized to initiate, certify, and sign all documents and to perform all lawful acts necessary to secure funds from the State of Georgia, or the United States of America, or from any department, agency, or subdivision thereof or from any private individual or entity, to defray, in whole or in part, the cost of the said PMP Project; and

SECTION 3. The Manager or his lawful designees are hereby expressly authorized to acquire appropriate interest or title to all real estate necessary for the reasonable execution of said PMP Project, by any means allowed by law including, without limitation, the exercise on behalf of the Unified Government of Athens-Clarke County, of the power of eminent domain;

SECTION 4. The Manager or his lawful designees are hereby authorized to employ or contract for the professional services of attorneys, accountants, engineers, architects, appraisers, sureties, indemnitors, actuaries, and other professional consultants necessary for the plan, design, construction, execution, and general management of the said PMP Project; and,

SECTION 5. The Manager or his lawful designees are hereby authorized to seek bids or competitive proposals in the newspaper, on radio stations and television stations, or by other means as they deem appropriate or as may be required by law; and

SECTION 6. The Mayor, Clerk of Commission, and Manager, or their respective lawful designees, are hereby authorized to execute and file all documents and certifications necessary for the proper completion of the said PMP Project.

SECTION 7. This Resolution shall be construed to confer upon the Mayor, Clerk of Commission, and Manager, or their respective lawful designees, all incidental authority necessary to carry out the purposes of this Resolution as expressed in the preamble and the foregoing sections.

SO RESOLVED on this _____ day of _____, 20____.

APPROVED: _____
Mayor

ATTEST: _____
Clerk of Commission

COMMUNITY PARTNERSHIPS PROGRAM

Commission-Defined Option (CDO) - Commissioners Fisher, Houle, and Link

Athens-Clarke County Mayor and Commission

May 7, 2024

Agenda Item Title:
FY25 Community Partnerships Program (CPP) Funding Recommendations

PROPOSAL:

a. Approve the proposed FY25 Community Partnership Program (CPP) funding recommendations listed in Attachment #1;
b. Approve four additional funding recommendations as shown in the table below for programs as described in the applicable agencies' submissions for the FY25 CPP;

1. Agency	2. Amount Requested	3. Amount in FY24 Budget	4. Amount Rec. in Agenda Item for FY25	5. Additional Amount Rec in CDO for FY25	6. Total Award to Agency with CDO for FY25
Athens Model Neighborhood Health Center, Inc. – ANHC Behavioral Health Program	$100,000	$100,000	$53,893	$46,107	$100,000
Athens Area Homeless Shelter (AAHS)	$220,000	$220,000	$120,000	$100,000	$220,000
Envision Athens	$75,000	$75,000	$0	$75,000	$75,000
Athens Land Trust (ALT) - Young Urban Builders	$100,000	n/a (ARPA funding)	$0	$100,000	$100,000
			Total	$321,107	

c. Adopt the budget ordinance associated with this CDO for the total amount of $321,107 using Unassigned Fund Balance as the source of revenue for the additional amounts recommended as outlined above in column 5; and
d. Authorize the Mayor and appropriate ACCGov staff to execute all related contracts and documents.

COMMENTS:

This aligns FY25 program funding with FY24 funding for three agencies (AAHS, ANHC, and Envision) that applied through the CPP, and provides essential supplementary support for the Young Urban Builders program, which has already been partially funded by ACCGov's previous commitment of ARPA funds.

This is being recommended to more smoothly transition ACCGov's support for programs from the old methodology of Independent Agency funding to this new methodology through the CPP.

It is recommended that the creators of the FY26 CPP Request for Proposals (RFP) make a larger total amount available for the FY26 RFP than was posted for the FY25 RFP, adding approximately the amount added herein.

Attachment #2

AN ORDINANCE TO AMEND THE FY25 ANNUAL OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE ADDITIONAL FUNDING FOR THE COMMUNITY PARTNERSHIP PROGRAM (CPP); 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 FY25 General Fund Budget for the purpose of providing additional funding for the Community Partnership Program (CPP). Said Operating and Capital budget is hereby amended as follows:

General Fund:

REVENUES:

Decrease:	
Unassigned Fund Balance	$321,107

EXPENDITURES:

Increase:	
Housing & Community Development (HCD) Department	
Community Partnership Program	$321,107

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: FY25 Community Partnerships Program (CPP) Funding Recommendations

DATE: ~~February 28, 2024~~ April 9, 2024

EXECUTIVE SUMMARY:
As facilitators for the Vision Committee, HCD is presenting funding recommendations for the FY25 Community Partnership Program. 11 out of 16 agency applicants are recommended for funding to support priority community services and homeless services activities with general funds totaling $550,000.

BUDGET INFORMATION:

REVENUES:

FY25 Community Partnership Program (CPP) General Funds	
$550,000	FY25 Community Partnership Program General Funds
$550,000	**Total Estimated FY25 CPP Allocation**

EXPENSES:

FY25 CPP Funding Recommendations	
$38,800	Bigger Vision of Athens – Abundant Life Program
$46,850	Sparrow's Nest – Breaking the Cycle Program
$16,500	Acceptance Recovery Center – ARC Indigent Funds Program
$91,428	Project Safe – High Risk Team Advocates
$35,129	Georgia Conflict Center – Restorative Justice Diversion Program
$33,000	Athens Area Diaper Bank – Diaper Distribution Program via Healthcare Related Organizations
$120,000	Athens Area Homeless Shelter – Athens Area Homeless Shelter Programs
$24,400	United Way of Northeast GA – 211 Program
$50,000	Divas Who Win – School Dayz Ambassador Enrichment Program for Marginalized Young Women and Girls
$40,000	Juvenile Offender Advocate, Inc. – Juvenile Offender Advocate Program
$53,893	Athens Model Neighborhood Health Center, Inc. – ANHC Behavioral Health Program
$550,000	**Total FY25 CPP Allocation**

FUNDING SOURCE: FY25 HCD General Operating Budget

COMMISSION ACTION REQUESTED ON: ~~April 2, 2024~~ May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve the proposed FY25 Community Partnership Program funding recommendations listed in **Attachment #1**; and
b. Authorize the Mayor and appropriate ACCGov staff to execute all related contracts and documents.

HISTORY:

1. In January and May 2023, during M&C review and discussion of the FY24 Budget, ACCGov Manager Williams proposed a new Community Partnership Program to provide General Fund funding to community partner agencies through a competitive grant process with funding beginning in FY25.

2. On June 6, 2023, the M&C adopted the FY24 Budget through a Commission Defined Option. The approved FY24 Budget did not include advance funding for the FY25 Community Partnership Program. The FY24 Budget included $542,902 in the General Fund for "community service agencies."

3. On August 8, 2023, a contract was executed with ZoomGrants software for full, online grant management of all HCD funding, including General Funds awards.

4. On August 12, 2023, HCD conducted an orientation training meeting for all Vision Committee members to prepare them for updated and new review responsibilities for upcoming RFP application releases.

5. On September 1, 2023, HCD recorded an online ZoomGrants application training session for agencies to reference when applying for available funding and posted the video on HCD's website at https://accgov.com/5553/HOME-Program.

6. In September 2023, the Housing and Community Development Department (HCD) submitted a competitive process proposal draft for the Community Partnership Program, including a draft application, evaluation criteria, and timeline.

7. In October 2023, HCD updated draft documents that created a notification letter to advise all interested partners of the proposed RFP process.

8. On November 6, 2023, the Manager's Office distributed a Notice of Proposed Administrative Action (NOPAA) to advise the M&C of its proposal to authorize HCD's facilitation of the CPP Program.

9. On December 5, 2023, at their regular voting meeting, the M&C unanimously approved the Community Partnership Program annual competitive process.

10. In December 6, 2023, the ACCGov Finance Department sent out a formal letter notification, via email, to all current agency recipients of General Funds to make them aware of the change to this annual funding process. Agencies that received notification included:
    a. Athens Neighborhood Health Center
    b. Athens Tutorial Program
    c. Envision Athens
    d. United Way of Northeast Georgia
    e. Athens Land Trust
    f. Athens Area Homeless Shelter

11. On December 10, 2023, ZoomGrants provided online application review training to Vision Committee members, and the recorded video was posted on the ACCGov YouTube website at https://www.youtube.com/watch?v=hzCFQgccUHY&ab_channel=Athens-ClarkeCounty.

12. From December 31, 2023, to January 28,2024, HCD advertised the availability of FY25 CPP funding by newspaper ad (ABH), via radio ads (WXAG), through Newsflash and ListServ emails, and by posting on the HCD and ACCGov websites.

13. On January 8, 2024, HCD hosted a virtual public application release meeting for FY25 CPP funds and posted a recording of that video on HCD's website at https://accgov.com/10888/Community-Partnership-Program.

14. From January 9, 2024, through January 28, 2024, HCD staff provided comprehensive technical support and assistance to agencies interested in applying for CPP funding.

15. On January 29, 2024, the FY25 CPP applications were due to HCD through ZoomGrants and the acceptance process was closed after 11:59pm.

16. From January 30, 2024, to February 14, 2024, Vision Committee members were provided reviewer access to ZoomGrants to complete evaluations and scoring of all submitted FY25 CPP applications.

17. On February 16, 2024, HCD met with the Vision Committee in a public, livestreamed meeting at the ACCGov Snipes Water Resources Center for the purpose of discussing and reviewing final scores and rankings for all submitted FY25 CPP applications. A recording of this meeting was posted on the Vision Committee website at https://accgov.com/3551/Vision-Committee.

FACTS & ISSUES:

1. Annually, ACCGov has funded a number of outside agencies as a part of the budget process. These agencies can be categorized into two groups: 1) Community Service Agencies and 2)

Quasi-Governmental Agencies. Quasi-Governmental Agencies are generally established in state law, and ACCGov has some legally required and shared responsibilities, while Community Service Agencies provide contracted services, but ACCGov is not compelled by state law to support these agencies.

2. General funds totaling approximately $550,000 have previously been awarded on an annual basis to nonprofit organizations ("Community Service Agencies") carrying out M&C supported public service activities in Athens-Clarke County. These recipient agencies were fixed from year to year with no competitive process to award funds. Agencies included:
    a. Athens Neighborhood Health Center
    b. Athens Tutorial Program
    c. Envision Athens
    d. United Way of Northeast Georgia
    e. Athens Land Trust
    f. Athens Area Homeless Shelter

3. Beginning with FY25 funding, outside agencies that are not Quasi-Governmental Agencies were invited to submit funding proposals through the new Community Partnership Program to provide a more transparent and competitive funding process. Current Quasi-Governmental Agencies will continue the current budget submission and review process.

4. Eligible applicants for the FY25 CPP must be a legally formed nonprofit entity located within Athens-Clarke County and must provide services directly benefitting residents of ACC. Eligible applicants must provide proof of legal formation through the Secretary of State, federal tax exemption status, completed audits or financial statements prepared by an independent auditor or certified public accountant (certified profit and loss statement is acceptable for agencies expending less than $100,000 in the prior fiscal year), meet minimum insurance requirements, and must be in good standing with ACCGov.

5. ACCGov funding is subject to the State of Georgia's gratuities clause. Recipients of agency direct assistance using Community Partnership Program funds must be at 30% or below Area Median Income (AMI).

6. ACCGov funding is intended to secure programs and services that support and achieve goals and strategies outlined in the FY23-25 Strategic Plan. It is not intended to support general operating and overhead costs unassociated with the program or services being funded.

7. The FY25 Community Partnership Program competitive performance period covers activities from July 1, 2024, through June 30, 2025. Competitive allocation of general funds in support of Community Services and Homeless Continuum of Care (CoC) projects include:
    a. Community Services, including neighborhood revitalization activities, poverty reduction and economic strength activities, and intervention and prevention activities.

b. Homeless CoC projects that support case management services for persons experiencing homelessness, and assist with completing the annual Point in Time (PIT) count, and agree to active participation as a member of the homeless coalition.

8. HCD's Vision Committee completed the review and recommendation of funding process. HCD staff facilitated the process by providing training to committee members for the evaluation process, supplying rating criteria tools needed for evaluation, coordinating review and recommendation meetings for the Vision Committee, drafting agenda and final funding recommendation materials, and conducting the work session presentation.

9. The FY25 CPP and funding outlined in **Attachment #1**, or as modified by the Mayor and Commission, will represent the Professional Services budget for the Housing and Community Development FY25 Operating Budget, and contacts will be managed by HCD staff.

10. Upon HUD's acceptance of the FY25 Community Partnership Program funding recommendations, HCD staff will initiate contract execution for each agency's allocated FY25 CPP funding. HCD staff will begin implementation of CPP activities by July 1, 2024.

11. These recommendations support the following ACCGov Strategic Plan Goals, Strategies, and/or initiatives:
    a. Strategy 1F: Examine, understand, and improve public safety policies and processes to enhance public trust.
    b. Strategy 2C: Identify ways to address unaddressed community needs and develop programs, policies and processes to facilitate community transformation.
    c. Strategy 2D: Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, nonprofit capacity building, and problem solving with connected community partners.
    d. Strategy 2E: Support diverse, innovative, and creative economy.
    e. Strategy 3C: Improve programs, processes, policies and communication, external and internal, assess how resources are allocated to meet existing and future needs for better service delivery and what we deliver.
    f. Strategy 3D: Increase resident engagement in the decision-making process to give greater emphasis to information and power sharing, mutual respect, and reciprocity between residents and their government.
    g. Strategy 4A: Support home ownership by increasing opportunities for low-and middle-income people to own a home and help people retain and remain in homes.
    h. Strategy 4D: Prevent and reduce homelessness by enabling supportive housing options that meet a variety of needs.
    i. Strategy 4E: Improve equitable housing opportunities in identified disinvested or underinvested areas.
    j. Strategy 4F: Provide support to tenants to improve quality of life.

OPTIONS:

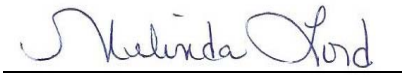
1. Mayor and Commission:
   a. Approve the proposed FY25 Community Partnership Program funding recommendations listed in **Attachment #1**; and
   b. Authorize the Mayor and appropriate ACCGov staff to execute all related contracts and documents.

2. Mayor and Commission deny approval of the proposed FY25 Community Partnership Program funding recommendations.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Housing & Community Development
Prepared by: Melinda Lord



Melinda Lord,
Assistant Director

03/12/2024
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Manager

March 14, 2024
Date:

ATTACHMENTS:
Attachment#1 FY25 CPP Award Recommendations
Attachment#2 FY25 CPP Recommendations Summary
Attachment#3 FY25 CPP Scoring

Attachment #1

Athens-Clarke County
Housing & Community Development Department
FY25 Community Partnerships Program Funding Recommendations

FY25 Community Partnership Program (CPP) General Funds: $550,000.00

FY25 CPP Funding Recommendations:

Community Services

1. Acceptance Recovery Center……. $16,500.00
   ARC Indigent Funds Program
2. Project Safe……. $91,428.00
   High Risk Team Advocates
3. Georgia Conflict Center…….. $35,129.00
   Restorative Justice Diversion Program
4. Athens Area Diaper Bank……..... $33,000.00
   Diaper Distribution Program via Healthcare Related Organizations
5. United Way of Northeast Georgia……..…. $24,400.00
   2-1-1 Program
6. Divas Who Win…….……...… $50,000.00
   School Dayz Ambassador Enrichment Program for Marginalized Young Women and Girls
7. Juvenile Offender Advocate, Inc…….. $40,000.00
   Juvenile Offender Advocate Program
8. Athens Model Neighborhood Health Center, Inc…….…. $53,893.00
   Athens Neighborhood Health Center Behavioral Health Program

Total Community Services Activities……. $344,350.00

Homeless Continuum of Care Services

9. Bigger Vision of Athens……. $38,800.00
   Abundant Life Program
10. Sparrow's Nest……..... $46,850.00
    Breaking the Cycle Program
11. Athens Area Homeless Shelter…….……..... $120,000.00
    Athens Area Homeless Shelter Programs

Total Homeless Continuum of Care Services Activities……..... $205,650.00

TOTAL FY25 Community Partnership Program Funding……$550,000.00

Attachment #2

Athens-Clarke County Unified Government Vision Committee supported by the Housing and Community Development Department

July 1, 2024 – June 30, 2025

Summary of

FY25 Community Partnership Program Proposals

The Athens-Clarke County
Housing and Community Development Department (HCD)
375 Satula Avenue
Athens, GA 30601
706.613.3155
www.accgov.com/hcd

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Application Summaries

Community Partnership Program Inception

In January and May of 2023, during the Mayor and Commission review and discussion of the FY24 budget process, the Manger's Office proposed a new Community Partnership Program (CPP) idea to provide General Fund grants to eligible partner agencies through a competitive process. In September 2023, a competitive process proposal draft for the CPP, including a draft application, evaluation criteria and timeline was submitted to the Mayor and Commission for consideration. On December 5, 2023, the Mayor and Commission approved the Community Partnership Program process for the FY25 budget year.

Approximately $550,000 in general funds is available to support eligible CPP activities. There is no minimum threshold request for funding at this time, but all applications must address an eligible ACCGov FY23-25 Strategic Plan goal. Only legally formed not-for-profit/nonprofit entities located within Athens-Clarke County that have proof of nonprofit legal formation, are currently in good standing with ACCGov and provide services directly benefitting ACC residents are eligible to apply.

The Vision Committee (Resident Advisory Board)

The Vision Committee is a ten-member resident advisory group that, for purposes of the Community Partnership Program, are responsible for the review and funding recommendations of this program. Committee members are appointed by the mayor and serve three-year terms. All Vision Committee meetings are public, livestreamed and posted on ACC's official government calendar.

HCD will annually release CPP applications and provide support and facilitation to the Vision Committee as they review applications and meet to deliberate and gain consensus once application reviews have been completed. The Vision Committee reviews application criteria, including an equity assessment, to determine the level of priority for each application, allocating up to 100 points per project. Rankings for funding recommendations are based on the total points from Vision Committee reviews. The Vision Committee meets publicly as a group, with HCD staff serving as facilitators, to discuss all proposals for potential funding recommendations to be presented to Mayor and Commission for consideration. The Mayor and Commission reserve the right to accept, modify, or reject Vision Committee funding recommendations.

On April 2, 2024, the Mayor and Commission will hold a public hearing to approve Community Partnership Program activities and funding for Fiscal Year 2025 (July 1, 2024 – June 30, 2025).

Eligible Strategic Plan Goal Activities

Eligible strategic plan goal activities include: <u>Community Services and Homeless Services</u>
Community Services include:

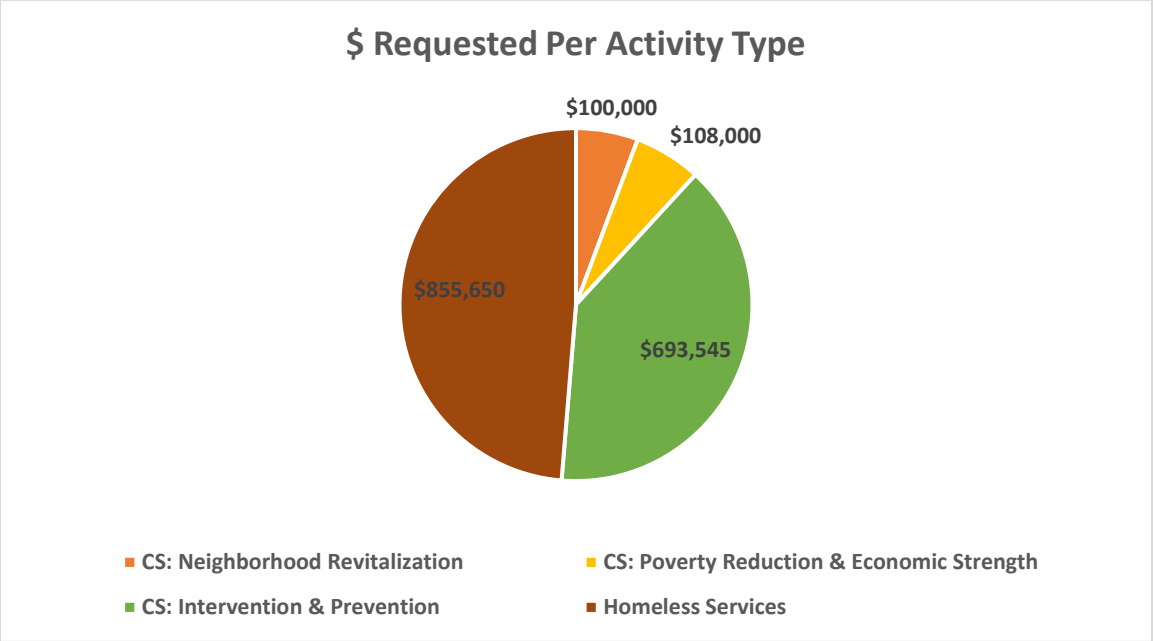
- Neighborhood Revitalization Activities **OR**
- Poverty Reduction and Economic Strength Activities **OR**
- Intervention and Prevention Activities

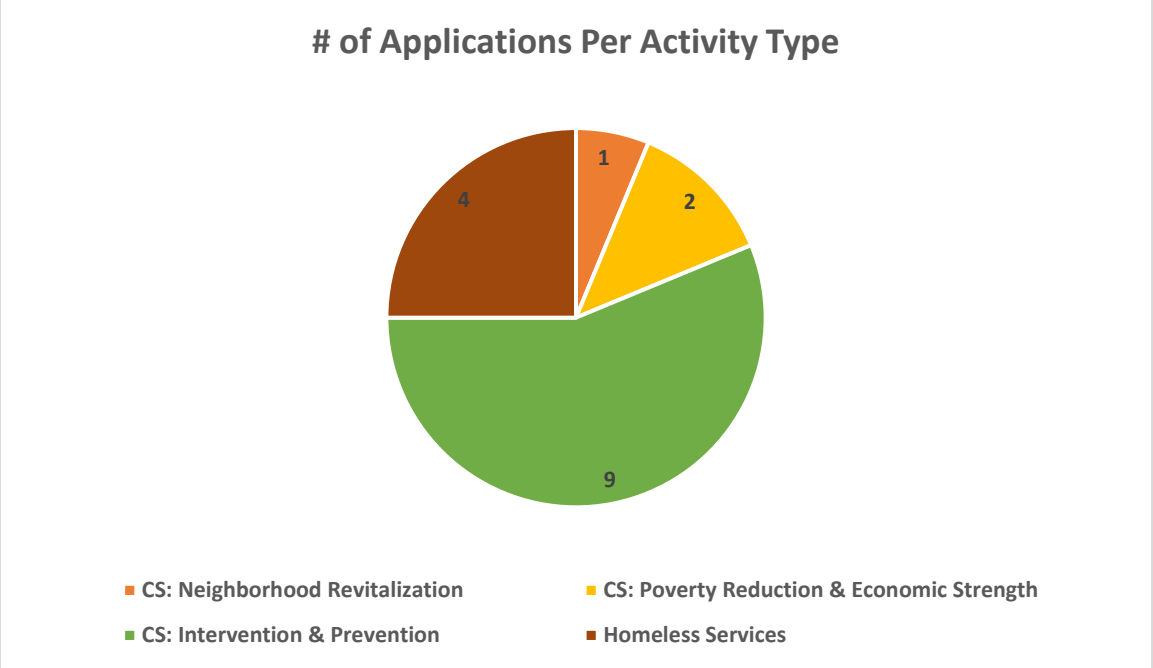
Homeless Services include:

- Case Management **AND**
- Assistance with annual PIT count **AND**
- Active participation in the Athens Homeless Coalition as a member

Community Partnership Program Funding Trend

Approximately **$550,000** in general funds is available to support eligible CPP activities.
This year, **16** CPP applications were submitted requesting **$1,757,195.00**.
The **gap** between application requests and available CPP funds is **$1,207,195.00**.





FY25 Community Partnership Program Recommended Funding Summary

CPP Application Summaries					
Agency	**Activity**	**Total App Score**	**Ranking**	**FY25 Funding Request**	**FY25 Funding Recommendation**
The Bigger Vision of Athens	Homeless Services: Abundant Life Program	88.60	1	$38,800	$38,800
The Sparrow's Nest	Homeless Services: Breaking the Cycle Program	87.40	2	$46,850	$46,850
Acceptance Recovery Center	Intervention & Prevention: ARC Indigent Funds Program	87.20	Tie: 3/4	$16,500	$16,500
Project Safe	Intervention & Prevention: High Risk Team Advocates	87.20	Tie: 3/4	$91,428	$91,428
Georgia Conflict Center	Intervention & Prevention: Restorative Justice Diversion Program	84.80	5	$35,129	$35,129
Athens Area Diaper Bank	Poverty Reduction & Economic Strength: Diaper Distribution via Healthcare Related Organizations	83.00	6	$33,000	$33,000
Athens Area Homeless Shelter	Homeless Services: Athens Area Homeless Shelter	82.80	7	$220,000	$120,000
United Way of NEGA	Intervention & Prevention: 211	81.75	8	$24,400	$24,400
Divas Who Win	Intervention & Prevention: School Dayz Ambassador Enrichment Program	79.40	9	$75,720	$50,000
Juvenile Offender Advocate, Inc.	Intervention & Prevention: Juvenile Offender Advocate Program	77.00	10	$80,000	$40,000
Athens Model Neighborhood Health Center, Inc.	Intervention & Prevention: Athens Neighborhood Health Center Behavioral Health Program	76.80	11	$100,000	$53,893
Envision Athens, Inc.	Poverty Reduction & Economic Strength: Envision Athens	69.20	Tie: 12/13	$75,000	$0
East Georgia Cancer Coalition	Intervention & Prevention: ACC Community Health Worker and Community Navigation, Education, Outreach Program	69.20	Tie: 12/13	$160,000	$0
Athens Land Trust	Neighborhood Revitalization: Young Urban Builders Workforce Development Program	67.00	14	$100,000	$0
About Face International Corp.	Intervention & Prevention: the NOW Program	47.00	15	$112,000	$0
The Twin Angels, Inc.	Homeless Services: Homeless Relief Program	38.40	16	$550,000	$0
			TOTALS:	**$1,757,195**	**$550,000**

Community Services Application Summaries

Goal: Community Services
Community Services eligible applications include projects that support neighborhood revitalization, poverty reduction & economic strength, and intervention & prevention activities that are aligned with ACCGov FY23-25 Strategic Plan goals.

12 Community Services applications were submitted for FY25 CPP funding consideration:

Community Services Application Summary					
Agency	**Activity**	**Total App Score**	**Ranking**	**FY25 Funding Request**	**FY25 Funding Recommendation**
Acceptance Recovery Center	Intervention & Prevention: ARC Indigent Funds Program	87.20	Tie: 3/4	$16,500	$16,500
Project Safe	Intervention & Prevention: High Risk Team Advocates	87.20	Tie: 3/4	$91,428	$91,428
Georgia Conflict Center	Intervention & Prevention: Restorative Justice Diversion Program	84.80	5	$35,129	$35,129
Athens Area Diaper Bank	Poverty Reduction & Economic Strength: Diaper Distribution via Healthcare Related Organizations	83.00	6	$33,000	$33,000
United Way of NEGA	Intervention & Prevention: 211	81.75	8	$24,400	$24,400
Divas Who Win	Intervention & Prevention: School Dayz Ambassador Enrichment Program	79.40	9	$75,720	$50,000
Juvenile Offender Advocate, Inc.	Intervention & Prevention: Juvenile Offender Advocate Program	77.00	10	$80,000	$40,000
Athens Model Neighborhood Health Center, Inc.	Intervention & Prevention: Athens Neighborhood Health Center Behavioral Health Program	76.80	11	$100,000	$53,893
Envision Athens, Inc.	Poverty Reduction & Economic Strength: Envision Athens	69.20	Tie: 12/13	$75,000	$0
East Georgia Cancer Coalition	Intervention & Prevention: ACC Community Health Worker and Community Navigation, Education, Outreach Program	69.20	Tie: 12/13	$160,000	$0
Athens Land Trust	Neighborhood Revitalization: Young Urban Builders Workforce Development Program	67.00	14	$100,000	$0
About Face International Corp.	Intervention & Prevention: the NOW Program	47.00	15	$550,000	$0
			TOTALS:	**$1,341,177**	**$344,350**

FY25 CPP Community Services Proposal Summary

Agency Name: Acceptance Recovery Center	
Project Name: ARC Indigent Funds Program	
Goal: Intervention and Prevention	
FY25 CPP Requested: $16,500.00	**CPP Recommendation:** $16,500.00
VC Application Ranking: #3/4 Tie (of 16)	

Project Summary:
Acceptance Recovery Center, Inc. (ARC) is a 501(c)(3) non-profit organization located in Athens, Georgia, dedicated to providing evidence-based peer-support services to individuals recovering from substance use disorders. Our mission is to lead those displaced by addiction through care, support, and education into long-term recovery. To achieve this vision, ARC offers residential support programs designed to be accessible regardless of financial or other hardships. ARC serves all of Northeast Georgia, but enrolled residents must reside within Athens-Clarke County as they undergo treatment.

ARC seeks funding to support its Indigent Funds Program, which assists current and incoming residents with substance use recovery program fees, childcare/housing costs, medical bills, and workplace documentation/support (e.g., securing social security cards, driver's licenses, work uniforms, boots, etc.). The Indigent Funds Program is available year-round to ARC residents. It supports qualifying recipients as needed, whether they reside in ARC housing facilities or receive recovery services off-site, but still within Athens-Clarke County.

ARC is requesting CPP funds totaling $16,500 for direct service costs to support program operations. The ARC CPP budget includes:

- $16,500.00 Direct admission fees financial support

The Indigent Funds Program supports low-income or unemployed individuals and families who are newly enrolled or currently participating in ARC's programs who are facing significant financial or other hardships that impact their ability to afford admission or residential fees.

While ARC has provided support to low-income and unemployed individuals since its inception, the Indigent Funds Program has been operating in its current capacity since 2020 in response to the COVID-19 pandemic.

FY25 CPP Community Services Proposal Summary

Agency Name: Project Safe	
Project Name: High Risk Team Advocates	
Goal: Intervention and Prevention	
FY25 CPP Requested: $91,428.00	**CPP Recommendation:** $91,428.00
VC Application Ranking: #3/4 Tie (of 16)	

Project Summary:
Project Safe is a 501c3 nonprofit organization working to end domestic violence through crisis intervention, ongoing supportive services, systems change advocacy, and prevention and education. Project Safe's primary service area is Madison County, Oconee County, Clarke County, and Oglethorpe County, but provides services to people from all over Georgia. Project Safe believes that everyone deserves to be safe in their home and safe in their relationships.

Project Safe seeks funding to support expansion of its domestic violence advocacy program. As high-risk cases in the community increase, it is imperative that Project Safe meets this increase with proactive engagement with victims as soon as possible. They are currently at capacity with one advocate dedicated to high-risk cases. They aim to continue effectively providing the comprehensive services required to reduce risk and increase safety. An improvement can be further enhanced by leveraging the additional capacity provided by a second position. This expansion will allow for more frequent in-person contact at the victims' residences, potentially increasing their services' reach and impact and ultimately expanding the extent of individualized services. This increased rate would be most prevalent amongst victims of severe violence, who are traditionally the least likely to seek services.

Project Safe is requesting CPP funds totaling $91,428 for direct service costs to support personnel salaries. The Project Safe CPP budget includes:

- $91,428.00 Direct service staff salaries and fringe benefits (2 positions)

This program focuses on high-risk domestic violence cases in Athens-Clarke County. Identified survivors experiencing complex and dangerous domestic violence will receive early outreach and follow-up contact from trauma-informed advocates.

Since the opening of the Family Protection Center in 2006, Project Safe has performed case review and outreach to survivors. Over the years, they have increased their staff and collaborative efforts with ACCPD and other organizations to improve their efforts with high-risk cases.

FY25 CPP Community Services Proposal Summary

Agency Name: Georgia Conflict Center	
Project Name: Restorative Justice Diversion Program	
Goal: Intervention and Prevention	
FY25 CPP Requested: $35,129.00	**CPP Recommendation:** $35,129.00
VC Application Ranking: #5 (of 16)	

Project Summary:
Georgia Conflict Center (GCC) is a small nonprofit organization with large reach and impact. It was founded in 2011 in Athens, Georgia. Their work in the criminal legal system has emerged from nearly 10 years of supporting schools in Clarke and Gwinnett (GCPS) counties and throughout the state of Georgia with restorative practices (RP) implementation, as well as several years providing restorative program support in the ACC Jail. GCC recently completed 5 years of pilot implementation at three CCSD Schools and are now planning to work with CCSD to provide RP training and implementation support to all schools in the district.

GCC seeks funding to support the Restorative Justice Diversion (RJD) program, in partnership with Juvenile Offender Advocate, to reduce the criminalization of young people ages 11 through 17, and particularly youth of color who are disproportionately represented in the juvenile justice system in the Western Judicial Circuit (WJC) of Georgia, which includes Athens-Clarke County (ACC). The innovative partnership further strengthens the positive outcomes that RJD has demonstrated around the country by providing case management and connecting program participants with a community-based, trained mentor to accompany the youth in their efforts to complete the restorative justice plan, maintain school and community connectedness and learn the skills needed for academic achievement and future success.

GCC is requesting CPP funds totaling $35,129 for administrative and direct service costs to support program operations. The GCC CPP budget includes:

- $13,900.00 Administrative operating costs (insurance, rent)
- $21,229.00 Direct service staff salary and fringe benefits

GCC receives referrals from the DAO and aims to serve youth beneficiaries, with at least 70% of them identified as low-to-moderate income clientele. In addition, GCC aims to begin to pilot restorative justice diversion with CCSD Behavior and Discipline Office for serious disciplinary infractions, aiming to receive RJD case referrals from CCSD.

GCC began to receive Restorative Justice Diversion (RJD) case referrals from the Western Judicial Circuit District Attorney's Office (DAO) in February, 2023.

FY25 CPP Community Services Proposal Summary

Agency Name: Athens Area Diaper Bank	
Project Name: Diaper Distribution Program via Healthcare Related Organizations	
Goal: Poverty Reduction and Economic Strength	
FY25 CPP Requested: $33,000.00	**CPP Recommendation:** $33,000.00
VC Application Ranking: #6 (of 16)	

Project Summary:
The Athens Area Diaper Bank was first started in 2015 under fiscal sponsorship of the Food Bank of NEGA and became an independent registered 501(c)3 nonprofit in 2018. Athens Area Diaper Bank (AADB) provides diapers to low-income families in the Athens area (Clarke, Barrow, Oconee, Jackson, Madison, and Oglethorpe counties). AADB distributes diapers through partner agencies, which include nonprofits, schools, churches, and government agencies. Our partner agencies then provide diapers directly to families in a wide range of circumstances including homelessness, medical need, domestic violence, addiction recovery, financial emergency, and generational poverty.

AADB seeks funding to support to expand diaper distribution via healthcare-related organizations. These organizations include public agencies like WIC and public health departments, as well as private not-for-profit institutions such as neighborhood clinics. Families within ACC can request diapers while receiving medical care, vaccinations, screenings, and information. In addition, select healthcare partner agencies will have diapers available for “walk-in” requests for help. These “walk-in” requests may open the door for families to receive other important services.

AADB is requesting CPP funds totaling $33,000 for administrative and direct service costs to support program operations. The AADB CPP budget includes:

- $4,000.00 Administrative operations (facility)
- $7,000.00 Direct service personnel salary and fringe benefits
- $22,000.00 Direct services costs (materials/supplies)

AADB partners with organizations that all serve low-income families, yet each partner agency has their own eligibility criteria, recruitment, vetting, and tracking. In 2023, AADB disturbed about 440,000 diapers to 9,700 children in ACC through partnerships with over 30 organizations, agencies, schools, and churches.

The Athens Area Diaper Bank was first started in 2015, and is a member of the National Diaper Bank Network, which connects 250+ diaper banks nationwide for logistical guidance, mentorship, grant opportunities, and access to low-cost diaper purchasing.

FY25 CPP Community Services Proposal Summary

Agency Name: United Way of Northeast Georgia	
Project Name: 211	
Goal: Intervention and Prevention	
FY25 CPP Requested: $24,400.00	**CPP Recommendation:** $24,400.00
VC Application Ranking: #8 (of 16)	

Project Summary:
United Way of Northeast Georgia has been serving the Northeast Georgia region since 1954 and is a local 501(c)3 nonprofit organization. Located in Athens, UWNG operates in 12 counties throughout the region: Clarke, Banks, Barrow, Elbert, Franklin, Greene, Hart, Jackson, Madison, Morgan, Oconee, and Oglethorpe. UWNG's mission is to make positive, sustained, and measurable change through: identifying regional needs; collecting, sharing, and removing barriers to local resources; and building nonprofit capacity. UWNG envisions a united Northeast Georgia region where everyone has the opportunity to grow, succeed, and thrive. UWNG collaborates with communities, invests in impactful programs, and connects individuals to local resources to improve lives throughout the Northeast Georgia region.

UWNG seeks funding to support its 211 programs, which connects those in need to the resources through phone calls, texts, and online searches. 211 is a free and confidential health and human services referral line. These services may include transitional housing, eviction prevention services, financial assistance, or food pantries, and calls are offered in English and Spanish, with access to translation services for over 100 other languages. There are currently over 200 agencies in the database with details of each one's information, including what services are offered, intake process, hours, eligibility requirements & any other relevant information.

UWNG is requesting CPP funds totaling $24,400 for administrative and direct services costs to support program operations. The UWNG CPP budget includes:

- $5,400.00 Administrative operating costs
- $19,000.00 Direct service operating costs

211 provides centralized information and referral services to assist individuals and families of Athens-Clarke County and of the Northeast Georgia region in critical need of housing, food, clothing, mental health services, and emergency financial assistance.

United Way of Northeast Georgia operates the 211 Information and Referral Program in Northeast Georgia. Following a merger with Community Connection of Northeast Georgia in 2016, United Way of Northeast Georgia has been providing 211 services for almost 8 years.

FY25 CPP Community Services Proposal Summary

Agency Name: Divas Who Win	
Project Name: School Dayz Ambassador Enrichment Program	
Goal: Intervention and Prevention	
FY25 CPP Requested: $75,720.00	**CPP Recommendation:** $50,000.00
VC Application Ranking: #9 (of 16)	

Project Summary:
DIVAS Who Win, a 501(c)(3) non-profit organization, offers pathways to wellness predominantly for Black women and young girls overcoming the harrowing challenges of sex trafficking, sexual exploitation, prostitution, and addiction. Their mission is rooted in creating a safe sanctuary that not only addresses their physical and emotional needs but also eradicates the stigmatization that often accompanies these adversities. DWW envisions a world where Black women and young girls overcoming sex trafficking, and exploitation have access to unwavering support, comprehensive resources, and a nurturing community.

DWW seeks funding to support the School Dayz Ambassador Program, an enrichment program designed to empower young women through engaging activities that prevent them from becoming victims of sex trafficking or substance users. By reaching out early, DWW provides the tools and support needed to shape a positive and resilient path forward. The main components of the program includes Leadership Development, Entrepreneurship Training, Skills Training (in fields like fashion, shoe design, set design, event planning, sound design, etc.), Tutoring & Literacy Support, Anti-Substance/Violence/Trafficking Education, Mental Health Awareness and Mindfulness, and Restorative Justice through engaging activities, field trips, and peer mentoring.

DWW is requesting CPP funds totaling $75,720 for administrative and direct costs to support program activities. The DWW CPP budget includes:

- $5,000.00 Administrative operating costs, personnel salaries and fringe benefits
- $25,120.00 Direct personnel salary and fringe benefits
- $5,000.00 Direct contract services/professional consultants
- $40,600.00 Direct services operating supplies

The School Dayz Ambassador program is designed for marginalized young women and girls aged 12-18 in Athens-Clarke County, specifically representing the BIPOC community.

DIVAS Who Win, established in 2018, offers several services and programs to support girls and women overcoming sex trafficking, exploitation, and addiction: Freedom Center, Freedom Boutique, SHE Works Program, faith-based programs, Way of a Diva program, and their Youth Enrichment Program.

FY25 CPP Community Services Proposal Summary

Agency Name: Juvenile Offender Advocate, Inc.	
Project Name: Juvenile Offender Advocate Program	
Goal: Intervention and Prevention	
FY25 CPP Requested: $80,000.00	**CPP Recommendation:** $40,000.00
VC Application Ranking: #10 (of 16)	

Project Summary:
Juvenile Offender Advocate Inc. (JOA) advocates for juvenile offenders to lower the recidivism rate by holding all parties accountable while fostering positive relationships through community collaboration. This mission underscores JOA's commitment to serving the best interests of juvenile offenders by providing advocacy, accountability, and fostering positive relationships within the community.

Juvenile Offender Advocate Inc. (JOA) seeks funding to support its comprehensive program that advocates for juvenile offenders and reduces recidivism rates, thereby alleviating poverty in the Athens-Clarke County community. The proposed services encompass a multifaceted approach designed to address the unique needs of juvenile offenders. Trained Advocates will be paired with participants, offering nonjudgmental support throughout the court process, helping navigate trauma, and fostering positive relationships. Participants will engage in goal-setting guided by their Advocates, undergo essential soft skills and job readiness training, and access various educational classes, including Anger Management, Character Development, Moral Reconation Therapy (MRT), Financial Literacy and Parenting. Job placement assistance and free counseling services will also be provided.

JOA is requesting CPP funds totaling $80,000 for direct service costs to support program operations. The JOA CPP budget includes:

- $80,000.00 Direct personnel salaries and fringe benefits

JOA addresses the challenges faced by African American and Hispanic youth and individuals from low-income backgrounds, both males and females. By offering guidance, mentorship, and resources over the years, JOA has effectively contributed to these young individuals' growth, development, and success, underlining its vital role in the community.

Since its inception in 2020, the Juvenile Offender Advocate (JOA) program has been unwavering in its commitment to providing critical programming to the youth it serves.

FY25 CPP Community Services Proposal Summary

Agency Name: Athens Model Neighborhood Health Center, Inc.	
Project Name: Athens Neighborhood Health Center Behavioral Health Program	
Goal: Intervention and Prevention	
FY25 CPP Requested: $100,000.00	**CPP Recommendation:** $53,893.00
VC Application Ranking: #11 (of 16)	

Project Summary:
Athens Neighborhood Health Center, Inc., (ANHC), established in 1971, is a private not-for-profit Community Health Center (CHC) and Public Housing Primary Care (PHPC) grantee. ANHC received designation as a Federally Qualified Health Center (FQHC) by the Health Resources & Services Administration (HRSA) in 2012, and was designated by the National Committee for Quality Assurance (NCQA) as a Patient Centered Medical Home in 2018. Health Center Program Award Recipients are community-based health care providers that receive funds from the HRSA Health Center Program to provide primary care services in underserved areas.

AMNHC seeks funding to support its Behavioral Health program, and funding will target the services provided by their onsite Licensed Clinical Social Worker (LCSW), which include counseling, evaluation, intervention, and case management services to those who are suffering mental, social, familial and/or medical issues. Indigent patients will not be charged for services provided by the program, and services will be provided at the McKinley Drive location. Athens-Clarke County can expect for the underserved populations to have access to timely, affordable, and easily accessible behavioral health services through a primary care provider offering the full complement of health care services.

AMNHC is requesting CPP funds totaling $100,000 for direct service costs to support program activities. The AMNHC CPP budget includes:

- $77,889.00 Direct service personal salaries and fringe benefits
- $22,110.00 Direct service materials/supplies

The ANHC service area, in addition to the lack of primary health care resources, has a large low-income population, a disproportionate Black population, a large Hispanic/Latino population, a significant uninsured population, and a substantial number of patients best served in a language other than English.

ANHC received designation as a Federally Qualified Health Center (FQHC) by the Health Resources & Services Administration (HRSA) in 2012, and was designated by the National Committee for Quality Assurance (NCQA) as a Patient Centered Medical Home in 2018.

FY25 CPP Community Services Proposal Summary

Agency Name: Envision Athens, Inc.	
Project Name: Envision Athens	
Goal: Poverty Reduction and Economic Strength	
FY25 CPP Requested: $75,000.00	**CPP Recommendation:** $0.00
VC Application Ranking: #12/13 Tie (of 16)	

Project Summary:
In the fall of 2021, Envision Athens gained designation as a 501(c)(3), non-profit organization and serves as the catalyst, convener, and champion of progress in addressing Athens Clarke County's most pressing needs and optimizing opportunities for collaborative community development. Envision Athens is responsible for bringing together agencies, individuals, and teams of people to combat issues that are the most complex social issues that Athens is faced with at any given time. Envision Athens is a community-wide effort to develop a common vision for the future of the Athens-Clarke County community.

Envision Athens seeks funds to support the continued convening of people, agencies, and communities involved in the subject area of the five program focus pillars to move the needle on creating change by discussing gaps in services and how to collectively fill those gaps. In the fall of 2022, Envision Athens concluded their strategic plan process with the assistance of the Athens Well-Being Project. The five pillars of focus are as follows: Healthy Athens, Abundance Athens, Create Athens, Educate Athens, and House Athens. The direct service that Envision Athens staff provides brings many types of people together. Connecting those through common interests and expertise within the issues facing Athens is the direct service provided by Envision Athens.

Envision Athens is requesting CPP funds totaling $75,000 for direct service costs to support program activities. The Envision Athens CPP budget includes:

- $75,000.00 Direct personnel salaries and fringe benefits

Envision Athens is a community-wide effort to develop a common vision for the future of the Athens-Clarke County community. This process has resulted in a visionary, yet achievable multidimensional strategy to guide community and economic development for the next 20 years.

In 2017, hundreds of Athenians were called together for two days to create Envision Athens through a strategic plan of how to have the best Athens possible by bringing the community together. In 2018, work on the Action Agenda began with 14 different work topics in the categories of People, Place, and Prosperity. In May 2018, a 23-member implementation and oversight Committee (IOC) was formed to guide the work of Envision Athens and its Action Plan.

FY25 CPP Community Services Proposal Summary

Agency Name: East Georgia Cancer Coalition	
Project Name: ACC Community Health Worker & Community Navigation, Education, Outreach Program	
Goal: Intervention and Prevention	
FY25 CPP Requested: $160,000.00	**CPP Recommendation:** $0.00
VC Application Ranking: #12/13 Tie (of 16)	

Project Summary:
The East Georgia Cancer Coalition is a nonprofit organization that aims to ensure those in the region receive cancer prevention education, screenings, healthcare system navigation, family and survivor support and information about the latest cancer research discoveries. Additionally, the EGCC helps prepare future leaders for the workforce by offering volunteer opportunities, internships and graduate assistantships.

EGCC seeks funding to support expansion of the CHW/navigator program. The EGCC's experience in successfully implementing CHW interventions for screening hesitancy and behavior change utilizes the same evidence-based practices that are recommended by the CDC, public health agencies, and studies for vaccine hesitancy. These strategies reach people where they live, work, learn, pray, play, gather and through existing programs. This includes utilizing CHWs that reflect the communities they serve to combat myths, overcome barriers and foster the development of a culture of health.

EGCC is requesting CPP funds totaling $160,000 for direct services costs to carry out program activities. The EGCC CPP budget includes:

- $130,000.00 Direct service personnel salaries and fringe benefits
- $30,000.00 Direct service operations (marketing)

EGCC will conduct outreach and engagement to identified priority populations and communities within the region, focusing on neighborhoods and populations at high risk for chronic diseases and cancers, low levels of vaccination, high levels of cancer burden, and low scores for health factors and outcomes, to ensure the CHW's efforts have the greatest impact. Although these populations will have an emphasized priority, all Athens-Clarke County residents will be eligible for services.

As part of Hamilton Jordan's and Governor Roy Barnes' vision for cancer care in Georgia, the East Georgia Cancer Coalition (EGCC) was one of the first coalitions identified & designated in the state of Georgia in 2003.

FY25 CPP Community Services Proposal Summary

Agency Name: Athens Land Trust	
Project Name: Young Urban Builders: Youth Workforce Development Program	
Goal: Neighborhood Revitalization	
FY25 CPP Requested: $100,000.00	**CPP Recommendation:** $0.00
VC Application Ranking: #14 (of 16)	

Project Summary:
Athens Land Trust (ALT) was founded in 1994 in response to the impact that booming development was having on the local housing market and the environment. The mission of Athens Land Trust is to improve quality of life for all by preserving, protecting, and strengthening the fabric of the community through education and the stewardship of land for affordable housing, conservation, agriculture, and economic development. We respond to community-identified needs and build individual and collective power among historically marginalized people.

ALT seeks funding to support the continued implementation of the YUB program by employing six youth (ages 18 - 24) to train and work an average of 25 hours per week for a 40-week annual term; and by delivering weatherization, repair, and rehabilitation services to enrolled homeowners in Qualified Census Tracts in ACC. This funding will allow ALT to continue to deliver neighborhood revitalization services to the West Broad community. This neighborhood, established around many of the community's historic African American schools, churches and cultural institutions, occupies some of Athens' most at-risk real estate, with many of these institutions threatened by new development.

ALT is requesting CPP funds totaling $100,000 for administrative and direct services costs to carry out program activities. The ALT CPP budget includes:

- $21,494.00 Administrative personnel salaries and fringe benefits
- $87,578.00 Direct service personnel salaries and fringe benefits
- $34,928.00 Direct service operations (marketing, training materials, education, other)

The current threshold eligibility requirements to receive repairs through the program are that applicants own and reside in their home, that they reside in a Qualified Census Tract, and that they meet the HUD definition of low-to-moderate income (below 80% AMI).

For more than 20 years Athens Land Trust has built credibility with communities in Athens-Clarke County by developing adaptive resources for more equitable paths to opportunity, especially for those who have been excluded from traditional systems of education, housing, economic development, and financing.

FY25 CPP Community Services Proposal Summary

Agency Name: About Face International Corp.	
Project Name: The NOW Program	
Goal: Intervention and Prevention	
FY25 CPP Requested: $112,000.00	**CPP Recommendation:** $0.00
VC Application Ranking: #15 (of 16)	

Project Summary:
Founded in 2016, About Face International Corporation (AFIC) initially operated in the streets and personal care homes of Atlanta, Georgia. In 2023, the organization underwent a significant transition, relocating to Athens and fostering collaborations with local organizations to enhance its programming. About Face International Corporation (AFIC) is unwavering in its commitment to offering formerly incarcerated individuals, the Jewels, a second chance through transformative opportunities. The organization's mission centers around cultivating alliances with practitioners and stakeholders in diverse fields, ranging from counseling to specialized program assistance, to enhance job readiness.

AFIC is seeking funds to support the comprehensive NOW Program to empower and assist formerly incarcerated individuals, the Jewels and those living with mental health concerns. The services provided include a Family Reunification Program, addressing strained relationships, a Basic Needs Program collaborating with NGOs for food, housing, and employment resources, Restorative Counseling for mental health support, Strength and Weakness Assessment for personalized counseling, GED classes, Salary Reinsurance to ensure stable housing, and Financial Literacy.

AFIC is requesting CPP funds totaling $112,000 for direct services costs to carry out program activities. The AFIC CPP budget includes:

- $112,000.00 Direct service personnel salaries and fringe benefits

AFIC addresses a pressing community need in Athens-Clarke County, recognizing the stark impact of mass incarceration, particularly on poor communities of color. AFIC's proposed program aims to break this cycle by offering comprehensive support to formerly incarcerated individuals or Jewels, fostering family reunification, providing mental health assistance, and offering job readiness programs.

AFIC with the NOW Program, founded in 2016 and officially providing services since then, has demonstrated a commitment to providing specialized programs for formerly incarcerated individuals and those living with mental health concerns, referred to as "Jewels."

Homeless Services Application Summaries

Goal: Homeless Services
Homeless Services eligible applications include projects that support case management for homeless-driven projects that are aligned with the ACCGov FY23-25 Strategic Plan goals. Any agency requesting funding for this category must also support the annual Point In Time (PIT) count and be an active participant in the Athens Homeless Coalition.

4 Homeless Services applications were submitted for FY25 CPP funding consideration:

Community Services Application Summary					
Agency	**Activity**	**Total App Score**	**Ranking**	**FY25 Funding Request**	**FY25 Funding Recommendation**
The Bigger Vision of Athens	Homeless Services: Abundant Life Program	88.60	1	$38,800	$38,800
The Sparrow's Nest	Homeless Services: Breaking the Cycle Program	87.40	2	$46,850	$46,850
Athens Area Homeless Shelter	Homeless Services: Athens Area Homeless Shelter	82.80	7	$220,000	$120,000
The Twin Angels, Inc.	Homeless Services: Homeless Relief Program	38.40	16	$550,000	$0
			TOTALS:	**$855,650**	**$205,650**

FY25 CPP Homeless Services Proposal Summary

Agency Name: The Bigger Vision of Athens	
Project Name: Abundant Life Program	
Goal: Homeless Services	
FY25 CPP Requested: $38,800.00	**CPP Recommendation:** $38,800.00
VC Application Ranking: #1 (of 16)	

Project Summary:
Bigger Vision of Athens began operation in 1998 as a winter shelter, taking in overflow guests from the Salvation Army and sheltering them at St. James Methodist Church. In 2001, Bigger Vision expanded its operation to remain open throughout the winter, sheltering up to 22 individuals each night. After a fire at St. James in 2004, Bigger Vision partnered with a number of different churches in the area to continue providing winter shelter services until saving enough money to purchase the agency's current location outside downtown Athens in 2012.

The Bigger Vision seeks funding to support hiring an Abundant Life Program Coordinator who will oversee the Abundant Life Program and those participating. This will include any expansion of services deemed necessary and possible within the scope of available resources to bolster the program and increase the number of successful graduates. While in the program, Abundant Life participants receive up to six months of shelter without the need for reservation, including access to showers, laundry machines, and basic necessities at no cost to the participants. Participants can enter and exit the shelter as needed to accommodate their employment hours, medical needs, housing searches, and other areas critical to securing stable housing.

The Bigger Vision is requesting CPP funds totaling $38,800 for direct costs to support program operations. The Bigger Vision CPP budget includes:

- $36,500.00 Direct service salary and fringe benefits
- $2,300.00 Direct service assistance

The Abundant Life Program provides up to five individuals with up to six months of shelter without needing daily reservations, while guests actively participate in the Abundant Life Program. These participants must be on a program pathway that includes employment, workforce training, or waiting for military enlistment, and they must engage in case management meetings with staff members.

In 2017, Bigger Vision expanded to a year-round shelter and started the Abundant Life Program to provide individuals experiencing homelessness with more opportunities to restabilize their lives and get back on track toward getting stable housing and accomplishing their personal goals.

FY25 CPP Homeless Services Proposal Summary

Agency Name: The Sparrow's Nest	
Project Name: Breaking the Cycle Program	
Goal: Homeless Services	
FY25 CPP Requested: $46,850.00	**CPP Recommendation:** $46,850.00
VC Application Ranking: #2 (of 16)	

Project Summary:
The Sparrow's Nest dates back to the early 1990s when it emerged as an outreach ministry affiliated with Christ Life Church, formerly known as Athens Covenant Community. Following the closure of Christ Life Church, The Sparrow's Nest transitioned into an independent ministry, establishing its operations within the premises of various local churches. A significant milestone occurred in 2005 when the ministry acquired its present facility at 745 Prince Avenue. This location underwent a transformative remodeling process, made possible through the collaborative efforts of numerous local churches and individuals. The culmination of these efforts resulted in the official opening of the ministry center in September 2006.

The Sparrow's Nest seeks funding to support its therapeutic, evidence-based courses, namely "Breaking the Cycle," "Getting It Right," and "Accomplishing Your Goals." The mission of our Breaking the Cycle Class is to help participants address their thinking, behavior, and substance use disorders. Participants will set goals for their future, learn 4 key skills for overcoming substance use & criminal behavior, and develop a Recovery Maintenance Plan (RMP). Additionally, the participants will journal their experience throughout the course. This is a 14-week process of learning that includes employment skills, decision making skills, healthy relationship skills, communication skills, and much more.

The Sparrow's Nest is requesting CPP funds totaling $46,850 for administrative and direct costs to support program operations. The Sparrow's Nest budget includes:

- $800.00 Administrative operations
- $16,250.00 Direct service salary and fringe benefits (facilitator)
- $29,800.00 Direct service operations (materials, services, food, other)

The Sparrow's Nest programs are strategically tailored to address the needs of the homeless and lower-income demographic. Participants engaging in our courses stand to gain profound advantages, including triumph over substance abuse disorders, restoration of relationships, securing stable housing, and achieving gainful employment.

Since 2016, The Sparrow's Nest has been administering Breaking the Cycle Classes, introducing a second course in 2019 and a third in 2023. In 2021, recognizing the program's growth, an Educational Coordinator Position was established to complement the Sparrow's Nest staff providing diverse services to clients.

FY25 CPP Homeless Services Proposal Summary

Agency Name: Athens Area Homeless Shelter	
Project Name: Athens Area Homeless Shelter	
Goal: Homeless Services	
FY25 CPP Requested: $220,000.00	**CPP Recommendation:** $120,000.00
VC Application Ranking: #7 (of 16)	

Project Summary:
Athens Area Homeless Shelter (AAHS) began as a grassroots effort in 1986, was officially incorporated in the early 1990s, and has adapted over time to fit the unique needs of Athens Clarke County (ACC), specifically serving the "unseen" majority of those experiencing homelessness: families with children. Over the past 38 years of operations, AAHS has never once shut its doors or reduced capacity, and always exceeded goals; in fact, though ACC is the smallest county in Georgia, AAHS receives the maximum amount of state funding in homeless services (which accounts for roughly 1/3 of our budget) due to our efficacy, capacity and superb professional standards. During the pandemic spanning 2020-2021, AAHS tripled capacity via hotel shelter in order to address increased need, and was named Nonprofit of the Year in 2021 for our exceptional programs, fiscal management and leadership.

AAHS is seeking funding to support three shelter programs for families with children: Almost Home Emergency Shelter, Bridge to Home Educational Shelter, and Strengthening Home Family Enrichment. This proposed programming directly addresses ACC Homeless Services Continuum of Care needs. The proposed programming is holistic in nature, providing both immediate emergency relief and long-term solutions that will lead to decreased poverty, increased economic strength, which in turn lead to the prevention of future generations remaining vulnerable and increased neighborhood revitalization.

AAHS is requesting CPP funds totaling $220,000 for administrative and direct costs to support program operations. The AAHS budget includes:

- $97,000.00 Administrative operations (rent)
- $123,000.00 Direct service salaries and fringe benefits

AAHS has been providing emergency shelter in ACC for nearly 40 years, and specifically to homeless families with children since the 1990s. All families with dependent children who are experiencing homelessness are eligible for services.

Since 2011, AAHS has been providing 90-day, low barrier emergency shelter and Rapid Rehousing assistance, and the Bridge to Home academic program was initiated in 2019. Strengthening Home has been informal programming for 13 years; in 2022 AAHS, with support from ACC, was able to hire a dedicated staff position to formalize and expand this program.

FY25 CPP Homeless Services Proposal Summary

Agency Name: The Twin Angels, Inc.	
Project Name: Homeless Relief Program	
Goal: Homeless Services	
FY25 CPP Requested: $550,000.00	**CPP Recommendation:** $550,000.00
VC Application Ranking: #16 (of 16)	

Project Summary:
The Twin Angels, Inc. (a non-profit organization) started its operations in 1996 and became a 501(c)3 with the IRS in 2022. The organization was founded by twin sisters Sheila Hill and Sharon Barrett. Not only have the sisters founded and operated The Twin Angels, Inc., but they have also successfully operated and are running True Comfort Personal Care Home, Inc. (a 501(c)3 non-profit) founded in 2006. This non-profit focuses on providing personal care homes with a 24/7 service for elderly individuals and the mental health community.

The Twin Angels seek funding to support development of a 4800-square-foot building that will be divided into areas for both male and female participants. Twin Angels will use some of the funds to purchase beds, towels, and other items needed to accommodate the homeless. The building will include a learning center, fitness center, garden and outside living area, and kitchen. The program will support transportation assistance to provide holistic programming that helps the efforts of reducing and taking care of the homeless, which reduces the need for emergency services, hospitalizations, and criminal justice interventions.

The Twin Angels is requesting CPP funds totaling $550,000 for administration and direct costs to support program operations. The Twin Angels CPP budget includes:

- $53,881.00 Administrative operations
- $117,558.00 Direct service staff salaries and fringe benefits
- $329,350.00 Direct construction materials and supplies
- $49,211.00 Direct services (materials, food, other)

The Twin Angels is a street ministry servicing not only their community of Athens-Clarke County but also the surrounding communities. Their community outreach stretches from giving supplies for back to school to giving out shoes, clothes, haircuts, and accessories to serving the homeless population. The Twin Angels provides food, clothing, and temporary shelter to the homeless community throughout the year.

ACC FY25 Community Partnership Program [Grand Totals]

Organization Name / Application Title	Requested Amount	Financial Ability	Community Involvement & Collaboration	Outcomes & Performance	Organization & Staff Ability	Committee Score	Total Score	Ranking
About Face International Corp. The NOW Program: Opportunities for today - tomorrow may be too late!	112,000.00	14.3	7.2	20.7	4.8	47.00	47.00	15
Acceptance Recovery Center, Inc. ARC Indigent Funds Program	16,500.00	26.2	12.6	39.0	9.4	87.20	87.20	3/4 (tie)
Athens Area Diaper Bank Diaper Distribution via Healthcare-Related Organizations	33,000.00	25.2	14.0	34.4	9.4	83.00	83.00	6
Athens Area Homeless Shelter Athens Area Homeless Shelter	220,000.00	23.2	12.2	37.6	9.8	82.80	82.80	7
Athens Land Trust Young Urban Builders: Youth Workforce Development and Home Repair and Rehabilitation	100,000.00	19.5	10.8	28.8	8.0	67.00	67.00	14
Athens Model Neighborhood Health Center, Inc. Athens Neighborhood Health Center Behavioral Health Program	100,000.00	18.6	12.8	37.4	8.0	76.80	76.80	11
Divas Who Win Freedom Center Inc 'School Dayz Ambassador' Enrichment Program for Marginalized Young Women and Girls	75,720.00	23.2	12.0	35.2	9.0	79.40	79.40	9
East Georgia Cancer Coalition East Georgia Cancer Coalition Athens-Clarke County Community Health Worker and Community Navigation, Education, Outreach Program	160,000.00	23.0	11.0	26.0	9.2	69.20	69.20	12/13 (tie)
Envision Athens, Inc. Envision Athens	75,000.00	18.0	11.6	32.2	7.4	69.20	69.20	12/13 (tie)
Georgia Conflict Center Restorative Justice Diversion Program	35,129.00	21.6	14.6	40.6	8.0	84.80	84.80	5

Juvenile Offender Advocate INC. (JOA) Juvenile Offender Advocate	80,000.00	21.0	13.8	34.6	7.6	77.00	77.00	10
Project Safe, Inc. High Risk Team Advocates	89,796.00	23.0	13.4	41.2	9.6	87.20	87.20	3/4 (tie)
The Bigger Vision of Athens, Inc. Abundant Life Program	38,800.00	25.0	13.2	41.4	9.0	88.60	88.60	1
The Sparrow's Nest Mission Church, Inc. Breaking the Cycle Program	46,850.00	24.0	14.6	40.2	8.6	87.40	87.40	2
The Twin Angels, Inc. The Twin Angel's Homeless Relief Project	550,000.00	9.2	8.0	16.6	4.6	38.40	38.40	16
United Way of Northeast Georgia 211	24,400.00	22.3	13.3	36.5	9.8	81.75	81.75	8
16 displayed 0 not included	1,757,195.00							

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 06, Fire Station #5 Replacement, Proposed Revised Site Selection Criteria

DATE: March 18, 2024

EXECUTIVE SUMMARY:

The proposed action would approve a revised set of site selection criteria, in keeping with the M&C direction to restart the Major Site Selection Process, to assist with the additional vetting of sites for the replacement of Fire Station #5. This action is coming forward because all of the previously proposed Candidate Sites were rejected by M&C during the November 2024 voting session. The M&C directed a second round of the Major Site Selection Process be undertaken.

BUDGET INFORMATION:

REVENUES:	$	6,063,260	SPLOST 2020 Project 06
	$	6,063,260	Total Revenue Available
EXPENSES:			
CAPITAL:	$	5,566	Expensed & Encumbered
	$	422,582	Designated for Design
	$	3,150,000	Designated for Construction
	$	392,000	Designated Misc./PM Fees/ Testing Permitting
	$	31,500	Designated Public Art
	$	325,000	Designated Furniture, Fixtures, & Equipment (FF&E)
	$	1,209,194	Designated Contingency
	$	500,000	Available for Land Acquisition

OPERATIONAL: $12,000/yr

FUNDING SOURCE:
CAPITAL: SPLOST 2020 Project 06
OPERATIONAL: General Fund

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve the revised Site Selection Criteria for the Fire Station #5 Replacement (SPLOST 2020 Project #06), as shown in **Attachment #1**, as recommended by the Site Selection Committee; and,

b. Authorize the Site Selection Committee to enter Stage II of the Major Project Site Selection Process to identify Potential Sites and subsequently develop a Candidate Site list, for SPLOST 2020 Project #06, to be presented for review and consideration by the Mayor and Commission.

HISTORY:

1. In 1974, Fire Station #5 was constructed and commissioned into service. The station operates 24/7/365 and is located at 1090 Whit Davis Road. The station served as the headquarters for Clarke County.

2. On August 6, 2019, M&C approved the SPLOST 2020 project and budget; adopted a resolution calling for a referendum on November 5, 2019.

3. On November 5, 2019, Athens-Clarke County (ACCGov) voters approved the SPLOST 2020 Program Referendum. This Referendum included the Fire Station #5 Replacement (SPLOST 2020 Project 06).

4. On May 12, 2021, ACAC recommendation that SPLOST 2020 Project 06, Sub-Project #1 Fire Station #5 Replacement be designated as appropriate for public art with a budget amount of 1% of the proposed construction budget.

5. In May 2022, ACCGov Manager Williams selected the User Group Members to help ensure ACCGov long term goals are promoted during the Project Development process. The User Group Members are:

    - Jeffery Scarbrough
    - Mark Melvin
    - Nate Moss
    - Rick Vaughn
    - Gavin Hassemer

6. On July 11, 2022, an RFQ/RFP was released for Professional Design Services to assist with Site Selection, Project Concept, Schematic Design, Design Development, Bid & Award, and Construction Administration Services.

7. On September 28, 2022, the User Group completed the interview process and scored the shortlisted firms, selecting Wiley|Wilson as the highest ranked design firm.

8. On November 4, 2022, M&C approved Wiley|Wilson as the design firm to assist with site selection, schematic design, design development drawings, and construction administration services.

9. On December 7, 2022, the User Group voted to proceed forward with the Site Selection Criteria and Project Concept List. These items will be presented to M&C for a vote and review by the Site Selection Committee (SSC).

10. On December 7, 2022, the User Group and Design Firm agreed to move forward with presenting the Site Selection Criteria and Project Concept for M&C approval.

11. On February 7, 2023, M&C voted to approve the Site Selection process and approved the Project Concept for Fire Station #5.

12. On February 13, 2023, staff presented the Site Selection Criteria to the SSC. The Committee reviewed the information and agreed it was in-line with the project needs and can be released for public input.

13. On February 16, 2023, the Site Selection Criteria survey was released to receive public feedback and remained open until March 5, 2023.

14. On March 2, 2023, a public forum was held at Fire Station #7 to receive public input concerning the site selection criteria.

15. On March 5, 2023, the on-line site selection survey closed and received 17 comments. The comments provided have been consolidated to the following statements below to best capture the public thoughts provided:
    - Recommended leaving it in current location
    - Relocate to Belmont Rd. and Morton Rd.
    - Relocate to Gaines School Rd.
    - Relocate to South East Clarke Park.

16. On March 13, 2023, the SSC met to review the public input comments received from the on-line survey and in-person public forum. The SSC unanimously agreed to proceed with presenting the Site Selection Criteria to Mayor & Commission for approval.

17. On April 4, 2023, Mayor & Commission approved the Site Selection Criteria and approved staff to proceed with Stage II of the Site Selection process. This allows staff to develop the identification of potential sites.

18. On June 12, 2023, staff presented to the SSC a list of potential sites using the approved site selection. The SSC voted to proceed with the list of potential sites and allow staff to proceed with public input.

19. In June/July, 2023, staff released the potential site list for public input through on-line survey and held two in-person public input forums. This task is to assist in informing the public about how the properties were evaluated, graded, and selected as potential sites for the new fire

station. This allows residents to ask questions about the process, express concerns, and provide potential property suggestions.

- ACC Tennis Center – July 12, 2023
    i. 60 – 70 residents in attendance
- Fire Station #7 – July 20, 2023
    i. 50 – 60 residents in attendance
- On-line Survey – June 30 – July 30, 2023
    i. 57 responses

20. On August 14, 2023, staff presented to the SSC the results from the public engagement sessions (F&I #5) and the User Group Recommended Candidate Site list. Staff answered questions from the Committee but did not request action on the Candidate Sites at this meeting.

21. On September 11, 2023, staff meet with the SSC to further discuss the proposed Candidate Sites and request a vote on how to proceed forward with the sites. The SSC agreed with the recommendation provided by staff and agreed to move forward with presenting the original Candidate Sites to M&C.

22. On October 10, 2023, in the M&C work session staff presented the proposed Candidate Sites.

23. On November 7, 2023, M&C voted to deny the Proposed Candidate Sites and directed staff to re-start the Major Site Selection Process. .

24. On December 11, 2023, staff met with the SSC to review the Site Selection Criteria and requested staff to re-evaluate the criteria with the User Group.

25. On January 15, 2024, the SSC voted to proceed with the adjustments and requested that staff move forward with presenting the revised Site Selection Criteria to M&C.

26. On February 13, 2024, the revised Site Selection Criteria was presented to the M&C in a regularly scheduled Work Session.

27. On March 18, 2024, the online survey opened for public input for the Site Selection Criteria.

28. On March 28, 2024, an in-person public input session was held at Fire Station 7 to the public to review the Fire Station 5 Site Selection Criteria and ask any questions about the project. Twelve residents signed in but there were approximately 25 residents in total that attended the in-person public input session.

29. On April 2, 2024, M&C approved a change order to Jacobs Project Management for approximately 400 additional hours of time associated with the restarting of the Major Site Selection Process.

30. On April 7, 2024, the on-line public survey closed for the Revised Site Selection Criteria, with 53 responses received.

31. On April 8, 2024, the public comments received, regarding the Site Selection Criteria, were reviewed with the Site Selection Committee. The Site Selection Committee unanimously voted to recommend the proposed Site Selection Criteria to move forward for an M&C consideration.

FACTS & ISSUES:

1. The Initial Project Statement of SPLOST 2020 Project 06 reads as follows;

   SPLOST 2020 Project 06 Fire Station #5 Replacement *- This project will provide funding for the construction of a replacement fire station for the current Fire Station #5 located at 1090 Whit Davis Road. This project includes land acquisition, design, construction, fueling station, station equipment, and other related costs to meet facility standards for a suburban design comparable to previous design prototypes that provides adequate space for current and future expansion. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. The Major Site Selection process had been completed through Stage II, recommending Candidate Site to the M&C. M&C denied all recommended candidate sites (History #23) and required the Major Site Selection process be restarted. Approximately 560 hours, of contractor time, was expended on the original effort to get through Stage II of the Site Selection Process. There are some parts of the original Site Selection Process that can be reused and as such restarting the Site Selection Process will not require the full 560 hours. The effort to repeat the process will require approximately 400 additional hours over a 10-month window of time. The approximate $49,843 cost of the additional hours was approved by M&C on April 2, 2024 (History #29).

3. In 1974, Fire Station #5 was constructed to provide a facility for firefighters and to be operational 24/7/365. The current station is 7,036 SF and has two apparatus bays. There are some deficiencies with this station which are as follows:
   - Space isn't adequate for the number of personnel assigned.
   - No community or training room.
   - No exercise room and gear space is inadequate.
   - Lack of male/female living design.
   - Facility is not ADA compliant.
   - Lacks fire safety prevention systems and bay door safety sensors.
   - Currently slide pole opening is a safety hazard.
   - Abandoned fueling station that needs to be remediated.
   - Facility HVAC, electrical, and appliances are not considered energy efficient due to age.

4. The original Site Selection Criteria were released and distributed, to the public (History #14 & #15), through the following outlets:
    - ACCGOV.com: SPLOST Webpage
    - ACCGOV.com: Fire & Emergency Services Website
    - ACCGov Facebook Page
    - ACCGov Twitter Page
    - ACCGov Instagram Page
    - Announced by WUGA on February 20, 2023.
    - Announced in Athens Banner-Herald on February 20, 2023.

    The online survey received 24 responses, 17 responses agreed that the proposed Site Selection Criteria meets the Technical and Community Values for the project. The other seven declined to the answer the questions and there was one resident who responded that they were not in favor of the criteria. The online survey results can be view in **Attachment #3**.

5. The originally proposed Potential Sites were released and distributed, to the public (History #18 & #19), through the same outlets as the Site Selection Criteria (F&I #4). During the in-person public engagement sessions, staff addressed questions and concerns from the public. Below captures a summary of the online and in-person comments and concerns received from the residents about the properties being proposed. Staff has addressed these concerns with residents and the responses.
    - Fire Service Concerns
        i. Selection based on geographical area rather than population density
        ii. Need to concentrate on higher density areas instead of rural neighborhood
        iii. Excessive noise and light from fire station
        iv. Reduced level of service to NW neighborhoods
        v. Replace the station in its current location
    - Community/Environment Concerns
        i. Taking more property that needed
        ii. Important wildlife habitat for birds in County and surrounding areas
        iii. Concern for soil contamination from fuel storage tank(s)
        iv. Morton Rd. traffic hazards
        v. The station would be the gateway for commercial and medium-high density housing
        vi. Impeding on the Greenbelt. Zoned AR (Agricultural Residential)
        vii. Decrease value of homes concern

6. As part of restarting the Site Selection Process, the User Group has reviewed and reworked the Site Selection Criteria based on the feedback received from the initial public engagement, from M&C during the previous vote meeting (History #23), and the M&C Work Session (History #26). Further, the SSC reviewed and revised to the new Site Selection Criteria. The

SSC is recommending, to the M&C, the revised Site Selection Criteria as generally shown on **Attachment #1**.

7. Fire Station #5 responded to 890 calls in 2023, with 67% of those calls being EMS (Emergency Medical Service) calls. Fire Station #5 also responded to motor vehicle accidents, false alarms, small fires, and structural fires which accounts for 33% of the calls received in 2023. It is not anticipated that relocating the Fire Station #5 to the proposed search area, identified in **Attachment #1,** would change the call volume. However, it would add 800 new residents that were outside the 2.5 mile radius. Relocating Fire Station #5 within the proposed search area would reduce the response times to many of the residents located in the Southeast Athens area. In **Attachment #5**, a map is provided that shows the estimated response times between existing location of Fire Station #5 and a Fire Station located within the proposed search area.

8. The National Fire Protection Association (NFPA) is the agency that establishes industry-wide safety standards for fire and emergency services. The NFPA 1710 is the document that defines the performance standards that a fire department should follow to provide high level of fire and emergency services in the community. Insurance Services Office (ISO) will evaluate the local government's fire and emergency services and its ability to protect the community it serves using the NFPA 1710 standards. While there are no NFPA 1710 standards that identify where to locate a fire station, ISO does review the area of the local government services and how the fire departments are capable of responding to an incident within the response times established in the NFPA 1710 standards. The ACCGov Fire & Emergency Services currently has an ISO Rating 1, which is the highest rating achievable and provides lower insurance premiums to the residents throughout the county. A brief summary of the NFPA 1710 standards and ISO Evaluation Criteria can viewed in **Attachment #4**.

9. At the establishment of the Unified Government of Athens-Clarke County in 1991, there were 87,000 residents and six fire stations. At that time, 40% of land within Athens-Clarke County was located outside of the 2.5 mile coverage radius of a fire station.. To date, Athens-Clarke County currently has 128,711 residents, nine fire stations, and 22% of land that is not located within the 2.5 mile coverage radius of a fire station. By relocation Fire Station 5 within the search area shown in **Attachment #1**, the land outside of the 2.5 mi coverage area will be reduced to approximately 16%. Relocating the station within the proposed search area would provide more equitable coverage throughout the Southeast Athens area and would reduce the overlapping Fire and Emergency Services with Fire Station #7.

10. Because the revised Site Selection Criteria was based on extensive public engagement from the initial Site Selection Process the currently proposed Site Selection Criteria was not released to the public in advance of the February Work Session. However, it was released to the public on March 28, 2024 (History #28). All documented changes in between the initial Site Selection Criteria and the revised Site Selection Criteria are shown in strike-through or gray scale in **Attachment #1**. The Site Selection Committee recommended the proposed changes to the Site Selection Criteria changes:
    - Removed any redundant criteria from technical and community values.

- Removed the "zoning" criteria from the technical values. Adding a fire station does not affect zoning designations.
- Removed subjective criteria and added tangible measures for criteria.
- Removed "future development" criteria from community and technical values.
- No adjustments made for the fire station search area.

11. The online public input survey for the Fire Station #5 Site Selection Criteria was opened on March 18, 2024 and closed on April 7, 2024 (History 27). The online survey yielded 52 responses. The complete online survey comments can be reviewed in **Attachment #2**. The following responses were provided regarding the site selection criteria:
    - Positive
        i. Looks like reasonable site selection criteria.
        ii. Would reduce response times.
        iii. Still within the 2.5 mile radius
        iv. Decreases overlap and creates community centered coverage.
        v. Appreciate the revisions to the criteria.
    - Neutral
        i. Would not be affected by the relocation.
        ii. Proposed alternate locations. (Lexington Ave., ACCGov Owned Property)
        iii. Concerned about maintaining the community environment.
        iv. Concerned about impacts on traffic, bicyclists, and pedestrians.
    - Negative
        i. Put the fire station closer to areas with a denser population.
        ii. Do not construct a fire station in the AR zone.
        iii. Creates more traffic and noise.
        iv. Increases response times.

12. Currently the proposed project schedule recap is as follows, without additional Public Engagement:
    - Proposed Revised Site Selection Criteria Approval — May 2024
    - Potential Sites to the SSC — June/July 2024
    - Public Input on Potential Sites — July 2024
    - Proposed Project Candidate Sites to SSC — summer 2024
    - Proposed Project Candidate Sites M&C Vote — late summer 2024
    - Site Acquisition — fall 2024
    - Project Schematic Design — late fall 2024
    - Final Design and Permitting — spring 2025
    - Construction Notice to Proceed — summer 2025
    - Project Completion — winter 2026

13. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Identify and Close Gaps in Partnership with the Community Goal,

- Strategy C: Improve programs, processes, policies, and communication external and internal, assess how resources are allocated to meet existing and future needs for better service delivery and what we deliver.
    i. Continue to enhance ACCGov support of Fire & Emergency Medical Services delivery.
    ii. Provide the tools staff need to improve their daily work and deliver better service to residents.

OPTIONS:

1. Mayor and Commission:

    a. Approve the revised Site Selection Criteria for the Fire Station #5 Replacement (SPLOST 2020 Project #06), as shown in **Attachment #1**, as recommended by the Site Selection Committee; and,

    b. Authorize the Site Selection Committee to enter Stage II of the Major Project Site Selection Process to identify Potential Sites and subsequently develop a Candidate Site list, for SPLOST 2020 Project #06, to be presented for review and consideration by the Mayor and Commission.

2. Mayor and Commission deny the revised Site Selection Criteria for the Fire Station #5 Replacement (SPLOST 2020 Project #06), as shown in **Attachment #1**, as recommended by the Site Selection Committee.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Department of the Manager – SPLOST Program Management
Prepared by: Daniel Garren

Keith D. Sanders — April 2, 2024

Keith Sanders, SPLOST Program Administrator — Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



April 8, 2024

Manager Date:

ATTACHMENTS:

Attachment #1: Proposed Revised Site Selection Criteria
Attachment #2: Online Survey Public Input Results (Revised Site Selection Criteria)
Attachment #3: Online Survey Public Input Results (Initial Site Selection Criteria)
Attachment #4: Summary of NFPA 1710 and ISO Evaluation Criteria
Attachment #5: Response Times between Current FS5 and Station Located in Proposed Search Area

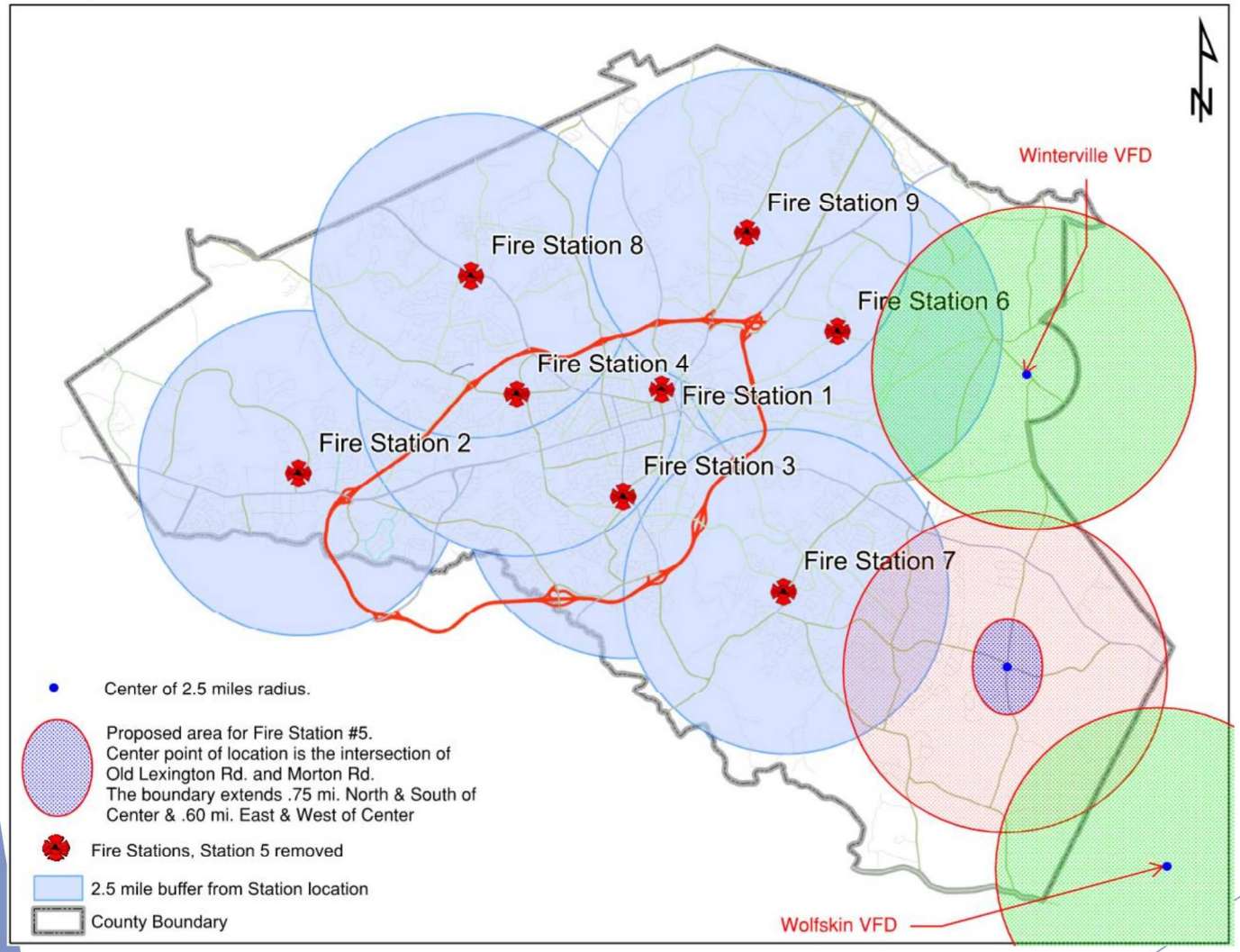
Revised Site Selection Criteria - Technical Values

Criteria	Must Have (MH)	Highly Wanted (HW)	Nice to Have (NH)
Technical Values			
Property Area	2.5 Acres	2.5-3.5 Acres	3.5-4.5 Acres
Location/ Accessibility	~~Any negative impact on ERDs acceptable~~	Meets all Must Have +	Meets Highly Wanted +
	No negative impact to ISO rating	N/A	N/A
	Pull through access to apparatus bays.	~~Supports service of future land use density~~	All access may be signal controlled
	300 feet minimum sight distance	N/A	Corner lot with access from both streets
Site Utilities:	Public Water, Septic Compatible	Ready access to utilities for electrical, phone, internet, cable infrastructure.	All Utilities Available at Site
Site Ownership	No State or Federal owned or protected lands	Owned by Government Agency, Property Trade, Long-term ground lease	Owned by ACC Unified Government
Street Type	Urban/Local	Collector	Arterial
~~Zoning~~	~~Minimum impact to adjacent property while promoting public health, safety, and general welfare.~~	~~Commercial, Government, Parks~~	~~Avoid Single Family~~
Site Topography	~~8~~ 20% or less grade variation	~~2-4~~ 10-20% or less grade variation	~~2~~ Less than 10% grade variation
	(Rolling terrain)	(Gentle terrain)	(Flat terrain)
Site Permitting: (Environmental & Building/Construction)	Permittable w/ acceptable mitigation	Permittable w/ minor mitigation	Standard Permitting/no mitigation

Revised Site Selection Criteria - Community Values

Criteria	Must Have (MH)	Highly Wanted (HW)	Nice to Have (NH)
Community Values			
Station Visibility :	Station visible from roadway	Station maximum of 100 feet from ROW	Station maximum of 60 feet from ROW
Adjacent Property:	~~Acceptable station functions with minimum impacts to adjacent property~~ Station located 300 feet from Adjacent Resident Home	~~No limitations on station functions with no impact to adjacent property~~ 400 feet from Adjacent Resident Home	~~Supportive functions to adjacent property~~ 500 feet from Adjacent Resident Home
Economic Impacts:	Costs within existing site value May not remove resident from current CUVA (Conservation Use Valuation Assessment) status	Costs within existing site value plus positive community impact	Costs less than existing site value plus positive community impact
Community Environment:	Minimum adverse impact: ~~Site Characteristics~~ Maintain natural barriers (trees/topography)	No adverse impacts	Positive impacts: Improves site
	No traffic operational impacts		~~Enhances future development~~
	~~Air Quality / Noise~~		
	~~Future development~~		
~~**Joint Development:**~~	~~N/A~~	~~Future potential to support joint development / other functions~~	~~Immediate support possible~~
~~**Proximity to bus stop**~~	~~N/A~~	~~Near potential future bus stop at site location~~	~~Something unique or above the previous standard~~
*** Zoning will not be impacted by the construction of a Fire Station**			
"Must Have" items - Minimum for the site/project to be a Success			
"Highly Wanted" items - Not required but would be a good option			
"Nice to Have" items - Not requirement but would make for an ideal, best possible, option			

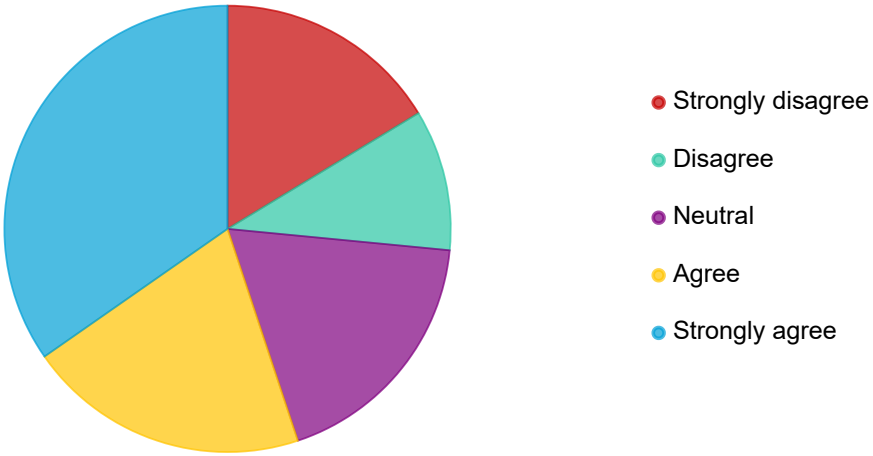
Proposed Fire Station #5 Search Area



- Proposed search area for this fire station is based on the recommendation provided by the User Group, ACC Fire Department, and Site Selection Committee.
- Maintain or improve response times based on the NFPA 1710 standards.
- Expectation to retain an ISO rating of 1/1x and continue to maintain lower insurance premiums throughout the county.
- Provides service to approximately 800 additional residents that were not previous in the coverage area.
- Improving quality of life by better distribution of services
- Efficient use of ACC fire/emergency services

SPLOST 2020 Project 06 Public Comment Form - Copy

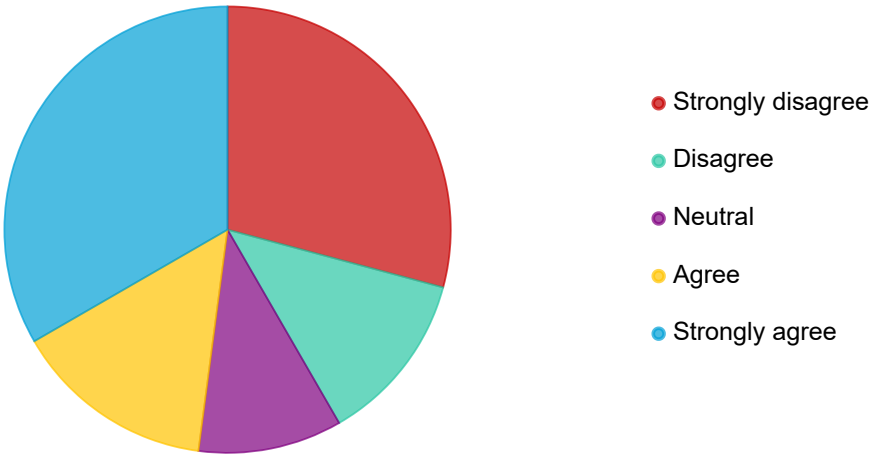
Do these criteria meet the technical values for this project?



Answers	Count	Percentage
Strongly disagree	8	15.38%
Disagree	5	9.62%
Neutral	9	17.31%
Agree	10	19.23%
Strongly agree	17	32.69%

Answered: 49 Skipped: 3

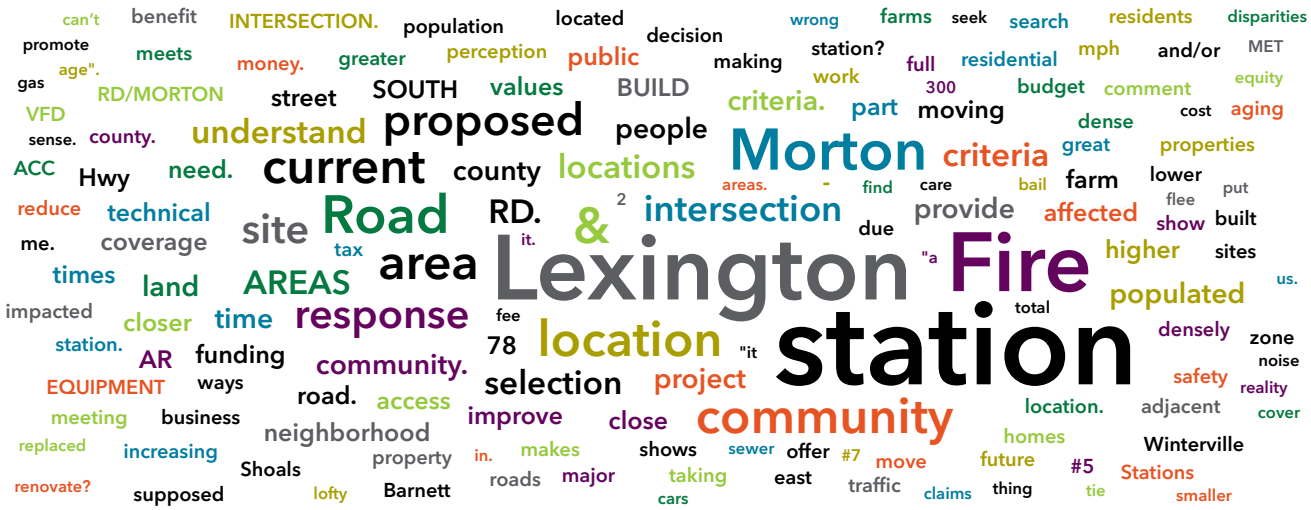
Do these criteria meet the community values for this project?



Answers	Count	Percentage
Strongly disagree	14	26.92%
Disagree	6	11.54%
Neutral	5	9.62%
Agree	7	13.46%
Strongly agree	16	30.77%

Answered: 48 Skipped: 4

Comments on site selection criteria for the facility



Response	Count
What is wrong with the current location. All I have been able to find is that "it needs to be replaced due to age". Why not renovate?	1
This makes total sense. Thanks for the work put into it.	1
This county claims to want to reduce disparities, promote equity & other lofty ideals.Moving this station away from its current location shows you do not mean what you proclaim. I am sure this funding was not intended to provide advantages for a smaller portion of the community. The right thing would be to use the funding to offer to purchase some of the surrounding property & build up & improve the current station to show you value ALL members this community not just the few & influential. It would show that you care enough about us to build & improve a great station here rather than abandon us & flee much like so many are leaving for Oconee when they think Athens is growing more dense, diverse & have lower incomes. For the community you are taking a fire station away from, perception is reality & the perception is you do not think it's important to keep essential services near us & you think our part of town has reached the tipping point so it's time to move the station away from us.	1
They continue to look at ways to cover the land rather than the people and need. You all pretend to seek feedback, but no one is actually listening or making adjustments to reflect the desires of the people impacted the most.	1
These look like very reasonable criteria.	1
There are so many more neighborhoods and more densely populated areas near the current station. Moving the station to a location that is less densely populated, further away from a greater proportion of the population and closer to more expensive homes under the guise of improvement is not only insulting but shows that this county’s government prioritizes those with higher value properties and incomes at the expense of the greater proportion’s safety and livelihoods.	1
The selection of fire station must prioritize the safety of the many not the unique wants of the few.	1
The decision was premeditated and without the approval of the community that is immediately affected with the new location. There are other sites on Lexington road. The excuse given why it couldn’t be placed at the corner of Lexington and Morton was inadequate. I would like to offer the placement of this fire station towards Lexington road where there is more accessible roads to tend to those in need. This is a bully decision by the county without full assessment of who is affected by their decisions. Also, I can’t believe that the county is asking to donate to this project. Disrespectful to tax payers. If you are over budget, then adjust your budget to fit your needs and stop asking for the community to bail you out with donations. We already pay enough.	1
The community has been clear that the site selection centered on the Morton Road, Old Lexington intersection is not wanted. The fire station needs to be located in a commercial area on Lexington Road. Not in the middle of farm land.	1
Thank you for the visuals and graphics of the fire station locations and coverage areas. I now understand the importance of locating the new facility in close proximity to the Old Lexington rd/Morton Road intersection.	1

Thank you for taking the time to review and change the criteria	1
Technical values can be evaluated only by a professional. I personally do not trust anything in the technical part of the selection criteria. I talked to the project manager and I do not think he has sufficient knowledge a bout technical issues. Very unprofessional approach to spending taxpayers money.	1
Since the county already owns the land at South East Clarke Park why not utilize that area facing Lexington Road for the station? It would mean a reconstruct of the turn access for Lexington Road (flashing lights, etc) but it would only be 2 miles away from the current station.	1
Please choose a site adjacent to a major intersection away from residential areas for practical and noise rea sons. Lexington and Morton would be perfect, Old Lexington and Morton is not--too close to farms and woo dlands which would be disturbed by the noise. That location would also require a new light which would cost unneccesary money.	1
One of the biggest failures of the previous site selection work was the inclusion of numerous properties whic h belonged to actively functioning business or churches or agencies which were not interested in or financial ly capable of relocating. That eliminated the majority of the sugested sites immediately.	1
No comments, they seem appropriate	1
No comment	1
Must have - technical: urban/local roads.NOT MET urban road defined "a public street or highway with curb s, piped storm sewer system, sidewalk, street trees and street lights" -not what the area entails Local Road s: limited mobility and primary access to businesses, farms residential areas , speed limits usually 20-45 mp h Note: cars drive 60-70 mph all the time, farm equipment is often hauled down the road along with large tru cks (speeding) and trailers and bicyclists.	1
More viable areas available (off of hwy 78 and Morton rd. - Barnett shoals etc.) Proposed location is not the fastest option to likely response locations. The interruptions and additional traffic is not desirable for the quie t, kid and animal neighborhood off of Old Lexington Rd. More importantly, coverage somewhere else would provide coverage over the entire county. I'm looking at provided maps, proposed location is moving further a way from likely call locations, increasing response time.	1
Meets the criteria	1
Looks good to me. Can we repurpose to old station as a mini meeting community meeting center? We do n ot need to sell it for an another gas station? Let's be creative for its use and supportive for the community.	1
Look at current trends for the frequency of calls and future projections for aging and/or density which could l ead to increased calls. Look for a site that will reduce response times.	1
It's being moved closer to higher priced housing with less population. Doesn't seem to align with the suppos ed values of the county.	1

It looks like the criteria for the community values was taken into consideration in the original criteria but has been completely removed from the revised criteria. The project is supposed to benefit the community. If the community that is mostly affected by the project feels like the benefit of a fire station being closer to their property is outweighed by the impact the fire station will have on their lives and/or their livelihood, then the project is not in the best interest of the community.	1
It is inappropriate to site the new fire station in the AR zone. The quality of roads around the new station location is not adequate for emergency vehicles, and there are no sanitary sewers to tie into. Regarding the Proposed Fire Station #5 search area, this part of ACC is very lightly populated and can be serviced very well from Station #7 on Barnett Shoals Rd. A better use for taxpayer's funding would be upgrade the Winterville VFD to a full time status.	1
Is there any reason the current station can't be demolished and a new one built? Why buy land when you already have a parcel that meets your alleged requirements?	1
If Winterville fire station has plans on moving south shouldn’t the current proposed location be adjusted as well considering future growth?	1
I would suggest average age of residents should factor into the site selection criteria.	1
I think the proposed location would be beneficial for residents in our area (SE of city) and decrease overlap, creating it's own community-centered fire department for those a little further out and for response to the area with increasing traffic such as Morton Rd, Lexington, Old Lexington, etc.	1
I think the criteria are appropriate. I don't understand why the people on or near Morton Road objected to this in the first place.	1
I think that Fire Station #5 should remain where it is with any "needed" updates made! ACC needs to use tax dollars more wisely, especially in an economy like we are currently in.	1
I feel this station could be placed at the intersection of HWY 78 and Morton rd. This would provide great access major roadways to improve response times as well as response times to the city of Winterville.	1
I DON'T UNDERSTAND WHY YOU WOULDN'T BUILD THE NEW ONE AT THE INTERSECTION OF LEXINGTON RD AND MORTON RD. THAT WAY , THE AREAS NORTH AND SOUTH OF LEXINGTON RD COULD BE SERVED BETTER. IN MY OPINION, THE LOCATIONS OF THE VOLUNTEER FIRE DEPARTMENTS ARE IRRELEVANT BECAUSE NOBODY IS AT THOSE STATIONS, AND THE VOLUNTEERS HAVE TO COME FROM HOME OR WHERE EVER THEY ARE TO THE VFD TO GET EQUIPMENT , THEN REPOND TO A FIRE. IT SHOULD BE BUILT AT LEXINGTON RD/MORTON RD, OR LEXINGTON/OLD LEXINGTON RD INTERSECTION.	1
I don't claim to understand the "technical values", but can comment on the "community values." In MY community, we would definitely not want a fire station within 300 fee from an adjacent resident home. It should be noted that the area currently being searched for a site for the new fire station is in the AR zone, which is farm land for the most part. That is what makes the AR zone so attractive as an area to live - IT'S QUIET!	1

I am concerned that the residences of lower value will be negatively impacted while the higher value residences, even though there is more available acreage near them, will not be impacted.	1
I agree with the new firestation proposed to be at the intersection of old lexington road and morton road.	1
Has the intersection of Morton Rd and Hwy 78 been considered? It seems it would be less invasive to the rural area and still provide excellent coverage.	1
Common sense would dictate a Fire Station be more centrally located to its constituents, but the proposed locations actually move the station AWAY from the largest neighborhood (Cedar Creek). With its older homes and dense aging population, one would think the need is more pressing there. The published material states that Fire Stations are not built in advance of development, yet the proposed locations are sparsely populated nearby. With all due respect to our public servants, this seems disingenuous, and the reasons for ratings and response times appear to be pandering to public fears. As consumers and business people, we are making more happen with less. Please do the same, rather than looking for ways to spend SPLOST money with solutions in search of a problem.	1
Anywhere on Lexington Road east of Walmart seems most appropriate to me. Won't be in a neighborhood and easier to go in any direction to meet the emergency. Living in Carrington I really hate to see the current location close, bit I understand the need.	1

Answered: 39 Skipped: 13

How would you be affected if Fire Station #5 was relocated to its proposed search area show…



Response	Count
Yes, this is right around the corner and I know there is little call volume in this area. Please provide the number of calls in the area of the new station and where the calls are in the current location.	1

Yes, I would be affected with the new location. Noise and traffic impediments will be created due to this new location. Also, the potential for future water tables to be poisoned with the eventual underground gas tanks that will be placed. The current plan doesn't have it in there yet, but it will be eventually a justification of needs and one will be placed. Weasel move!	1
Would probably benefit by about one minute or so relative to response time.	1
We live very close to the station now, and we barely notice the sirens. In fact, I feel safer with their being so close. But the Barnett Shoals station isn't that far away, so I understand why getting better coverage and reducing overlap is important. In short, I don't think I would be affected by a relocation. We are lucky to have such a professional fire service in this county.	1
There would be minimal impact on our home or subdivision. We would still be covered (if I am reading the proposed maps correctly) by both Fire Station 7 and 5	1
The intersection is staggered - not straight through, improvements on the intersection would cause Old Lexington to become a thoroughfare for Ogelthorpe residents to cut through to Athens at higher speeds (they already speed regularly 60-70 mph) These are roads labeled "share the road" and have a lot of bicyclists on the roads daily. I recently observed a firetruck driving to this exact selected area swerving around a bicyclist on a double yellow line- directly in my path. There are often no places to pull over on the side of the road. Just drop-offs or ditches.The roads would require a lot of updates.	1
The fire station would be much further away from me and the many large neighborhoods.This would increase response time and also show that you do not value us as members of this community.	1
see above	1
Reduced quality of quiet neighborhood and lifestyle. We bought in the neighborhood of Old Lexington Trace for its very quiet semi-rural area. WE love the pace and tranquility and the nature that is so close by. I would not have bought here had there been a Fire Station this close by. Fire Stations require sirens for safety and other measures for traffic control, and this can happen at all hours of the day or night. We have no desire to live in a a noisy urban environment with sirens going off all day.	1
Proposed site is equidistant to current site for my property.	1
Positively as long as it reduces response times	1
Please do not put the fire station on or near Morton Road. We are a quiet community and already have had quite an increase in traffic in the past few years. Many in Athens use this area for peaceful biking and walking. We have chosen to live here to avoid noise and traffic. Please spare our community.	1
Our home and neighborhood would remain covered by Station 7, but moving Station 5 would benefit many other ACC residents. Old Lexington and Morton seems like a great area to relocate. The east side is growing rapidly, it makes sense to stay in this area but shift to provide coverage for more residents as the population grows.	1
Ok by me	1

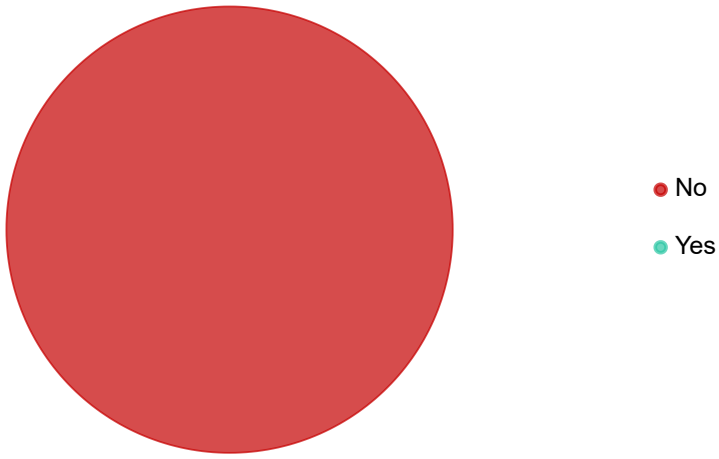
Not affected	1
No affect to my knowledge Currently my residence is in Cedarcreek on Sandstone Dr. response time will be affected by probably by 3-4 minutes and noise level will highly impacted because it will be non existent with not having to hear trucks/sirens. Going to answer calls. Will EMS BE moving out there also?	1
Negligible, just concerned about preserving rural character of our beautiful county.	1
My wife and I are bicyclists and we're concerned about the danger of sharing Morton Rd. with emergency v ehicles. We believe that the siting of the fire station in the AR zone will be the beginning of higher density siti ng in our area.	1
My home would finally be within the recommended distance for fire protection services, along with all my nei ghbors in the Double Bridges/Double Bridges Crossing area.	1
Moving the fire station further away will increase our risks of losing our homes to fire. Chase of the longer di stance from the station to our home and increase our home owners insurance because of the longer distanc e. We chose our homes, in part, due to the proximity of the fire station. Those who live the the more remote area of the proposed new fire station site chose to take on the risk of being further from a fire station and ot her COMMUNITY resources in favor of larger pieces of land, more expensive homes and more remote area s, yet the larger portion of the community who CHOSE to be closer to the fire station and other valuable res ources are now at risk of losing access to them in favor of a smaller population with influential members of t he community. This county claims to want to reduce disparities, promote equity and other lofty ideals, howe ver moving this station away from its current location shows you do not mean what you proclaim.	1
Meets the criteria	1
Living in St. Charles subdivision off of Morton Road, 1/4 mile from Lexington Road, we will have the potentia l for more traffic and noise.	1
It's being moved closer to higher priced housing with less population. Doesn't seem to align with the suppos ed values of the county. Meaning it's further away from my home and other large neighborhoods increasing the risk of our houses having a total loss.	1
It will better serve the community as a whole.	1
It is in the middle of my agriculture-residential neighborhood area. The standards set a different response-ti me criteria for agricultural areas, but that is being ignored. Have the commissioners actually read the standa rds for themselves? How is it that after the last round of public outcry over this issue, the same people are p resenting the exact same plan, with no adjustments or modifications?	1
It appears that the Eastside would really need TWO Firestations in order to provide equal service to all ACC residents. We are located off of Barnett Shoals between Whit Davies and Belmont Rd and would not really benefit from the currently selected site at all. Please consider a location(s) that doesn't leave an entire regio n with consideribly less access to service than the rest of the county. Especially considering the average ag e of residents affected by it.	1

Interrupting lifestyle by increasing traffic on a road that can’t support the additional traffic, much less emergency response teams.	1
Insurance rate may go up.	1
Increased traffic, increased noise, negative impact to the farms in the area.	1
I'm potentially buying property to build a home at the end of Belmont Road, so relocating the fire station to old Lexington and Morton would be a huge positive for me. For residents objecting due to 'noise', is there a state/county law which requires sirens as soon as trucks leave the station? Can they legally be left off until the trucks enter more dense traffic/intersection areas closer to populated areas?	1
I wouldn't really be affected. I live a 2-minute drive from Fire Station #7 but am within the overlapping section of stations #5 and #7 at present. I would prefer to establish a new location for #5 that will serve people who may not be as close to a station as I am.	1
I would probably get faster response time.	1
I would not be affected by the relocation of Fire Station #5. If a project like this was being considered close to where I do own property, then I would hope that the ACC Commissioners would look how the projects affects me and my neighbors and our opinions on the project and put a greater weight on this over their own personal agenda.	1
I would literally be safer. I’ve been through one house fire and had the response time not been what it was I can’t imagine the loss I could have incurred. In the last year I bought my first house here on the east side - it’s the place I intend to be in the rest of my life. Accepting this proposal will not only make me physically safer it will also give me peace of mind.	1
I would benefit from the peace of mind in knowing that the fire station and firefighters have what they need to quickly and efficiently extinguish structural fires at my home and at those of my neighbors.	1
I would be safer. Right now I am not covered by a station, or not without a long wait.	1
I would be positively impacted because it will be the best possible distribution of emergency services to give the best emergency service coverage for the County and this specific area.	1
I WOULD BE HIGHLY PISSED OFF IF A NEW FIRE STATION ENDS UP ACROSS THE STREET FROM ME, RUINING WHAT'S LEFT OF THE PEACE AND QUITE WITH BLARING SIRENS AT ALL HOURS. PUT IT UP ON LEXINGTON RD.	1
I won't be affected.	1

I will be greatly affected in a negative way. But this is not my only concern. I am appalled by how unprofessionally our county officials are planning for the next fifty years. Citizens without any expertise are involved in this planning. All I see is a circle on the map and a very unprofessional presentation with a lot of misinformation. The county needs to hire professionals to conduct a study on the best and most economical ways to address the future needs of the county in terms of fire safety. Perhaps it is more economical to build two new fire stations (a large one on Lexington Hwy and a smaller one at the south end of Whit Davis Rd) rather than one. They should consider hiring professional analysts from the Center for Public Safety Management, LLC at 475 K Street NW, Ste. 702, Washington, DC 20001 (www.cpsm.us, 716-969-1360). Professionals need to analyze the data considering different scenarios, taking into account safety and cost, both immediate and long-term.	1
I live within the Fire Station #5 current service area in the Timber Creek / Carrington Subdivisions. The proposed location appears to be roughly the same distance as the current one, but I believe the coverage would be better for the growth that has occurred further out Lexington Road and in the South-Southeast area of the city.	1
I live in Shoal Creek Farms off of Morton Road and moved there due to the QUIET environment/area. In my opinion, putting a fire station in the proposed area, which is a mostly agricultural area, will serve to protect mostly open pastures, forests, and barns - not homes or people. The population density of the area being served should be the top priority and NOT the specific location on a map. Moving the circle north to Lexington Road would better serve the population of Athens/Clarke County and though it would overlap the marked service area of the Winterville VOLUNTEER fire department on the "map" more, it would overlap the Wolfskin VOLUNTEER fire department on the "map" less.	1
I live in Shoal Creek Farms and the traffic on Morton Road is restricted to two lanes with no shoulders that are viable to get out of the way for fire trucks and various vehicles. this is a very rural agricultural area, and we have wildlife corridors that would be affected. Plus we have very very minimal light, so as not to have light pollution and encroach on other things. We live out here for peace and quiet and do not need sirens going off at all times of the night. we as a neighborhood believe that the integrity of the area is of utmost importance and you have plenty of sites further in and around a more highly populated area to put your fire station.	1
Depends on where it would be moved to.	1
Constant sirens and traffic in and out of this area would be highly disruptive to the surrounding homes and families	1
Considering a LOT of the proposed search area was the same color, it's hard to tell. You probably did that on purpose, too. I stick with my original questions asked above.	1
As a resident off of Barnett Shoals Rd near the county line, I would remain outside of the 2.5 mi radius and 1 road mile further away from the station, increasing response time.	1

Answered: 47 Skipped: 5

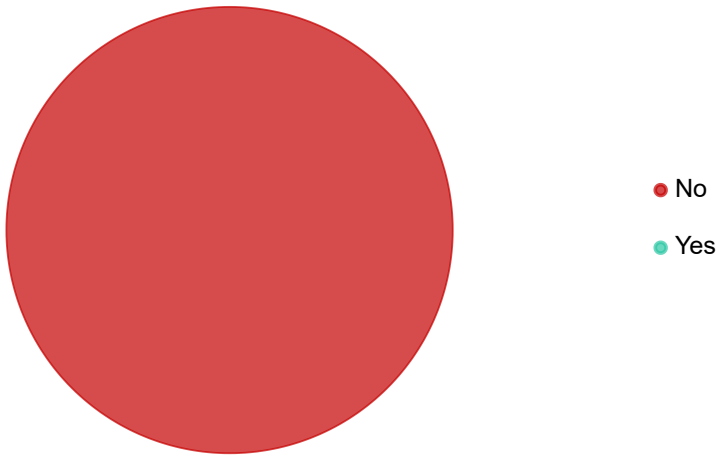
Are you interested in donating a property for this project?



Answers	Count	Percentage
No	50	96.15%
Yes	0	0%

Answered: 50 Skipped: 2

Are you interested in selling a property for this project?



Answers	Count	Percentage
No	50	96.15%
Yes	0	0%

Answered: 50 Skipped: 2

Contact Info

- **Name**



Response	Count
Redacted	

Redacted

Answered: 22 Skipped: 30

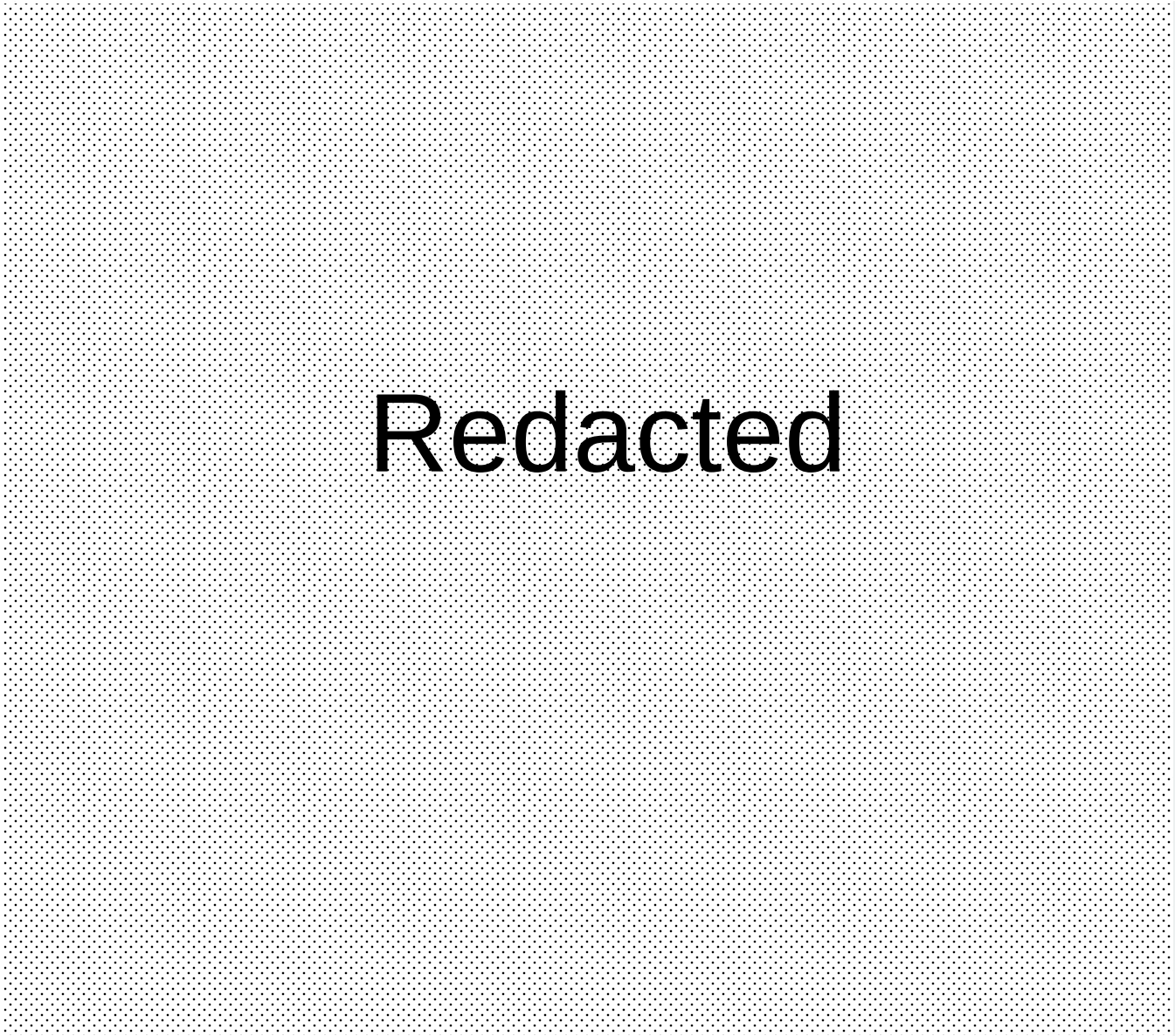
- **Address**



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Response	Count

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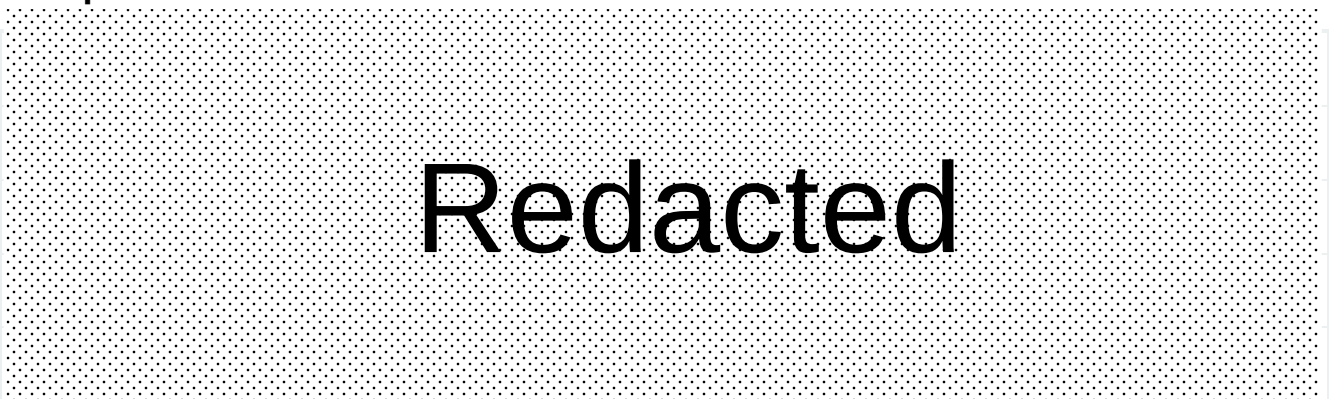


Answered: 22 Skipped: 30

- **Phone number**

The word cloud requires at least 20 answers to show.

Response	Count

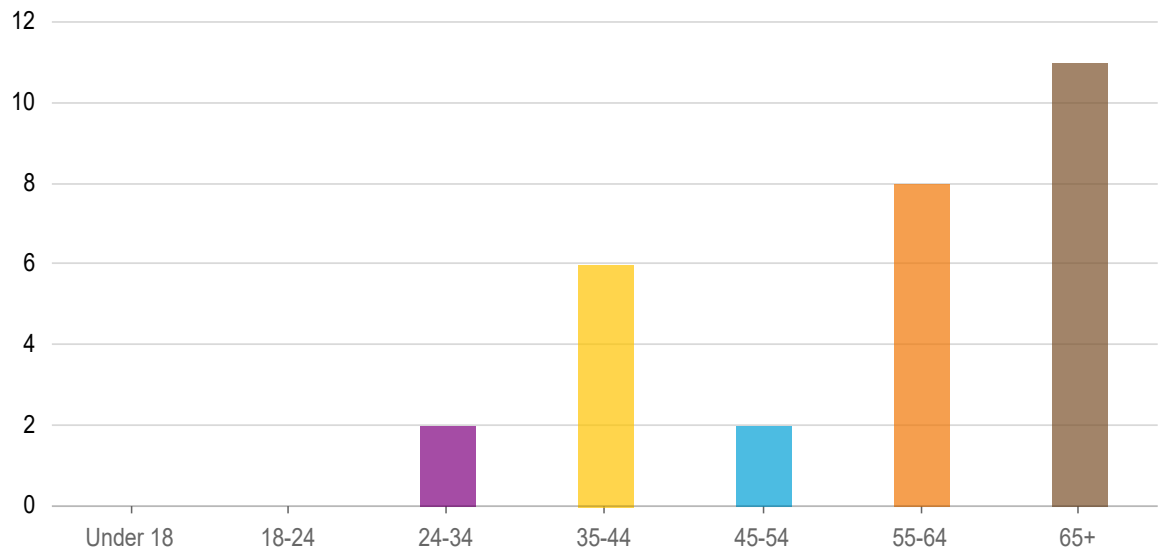


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Answered: 19 Skipped: 33

Demographic Questions

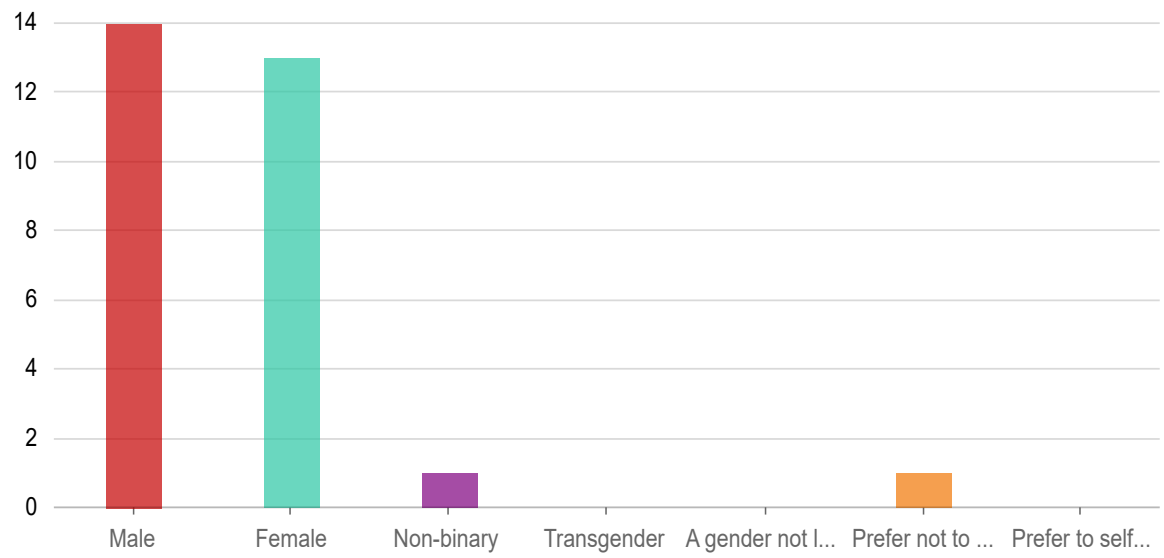
- **Age range?**



Answers	Count	Percentage
Under 18	0	0%
18-24	0	0%
24-34	2	3.85%
35-44	6	11.54%
45-54	2	3.85%
55-64	8	15.38%
65+	11	21.15%

Answered: 29 Skipped: 23

Which best describes your gender identity?

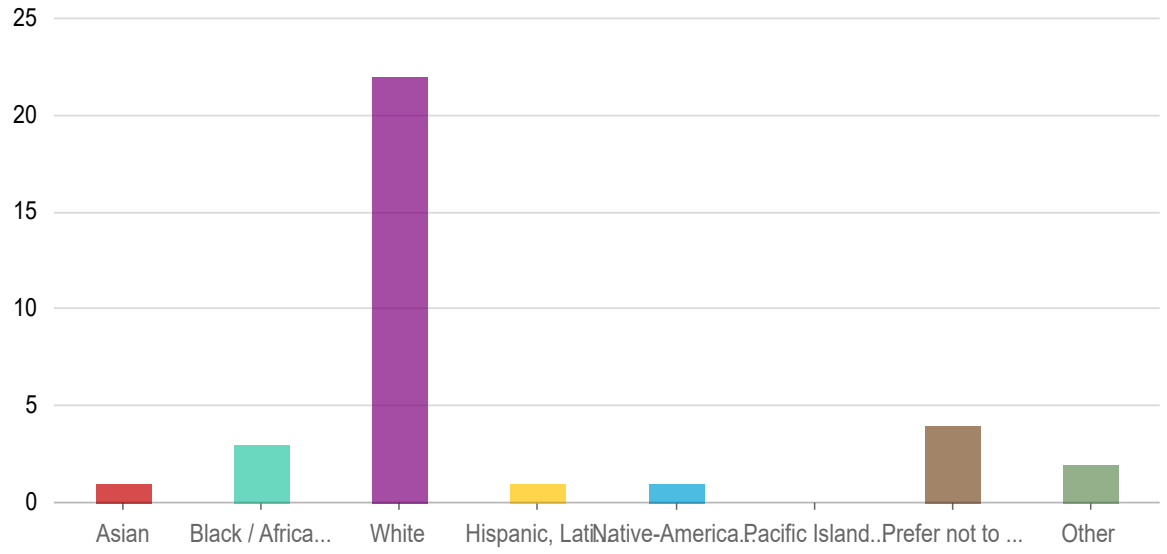


Answers	Count	Percentage
Male	14	26.92%
Female	13	25%
Non-binary	1	1.92%
Transgender	0	0%
A gender not listed	0	0%
Prefer not to say	1	1.92%

Prefer to self-describe	0	0%

Answered: 29 Skipped: 23

How would you best describe your racial/ethnic identity?



Answers	Count	Percentage
Asian	1	1.92%
Black / African-American	3	5.77%
White	22	42.31%
Hispanic, Latino/a, Latinx	1	1.92%
Native-American / Indigenous Peoples	1	1.92%
Pacific Islander	0	0%
Prefer not to answer	4	7.69%
Other	2	3.85%

Answered: 29 Skipped: 23

SPLOST 2020 Project 06 Public Comment Form

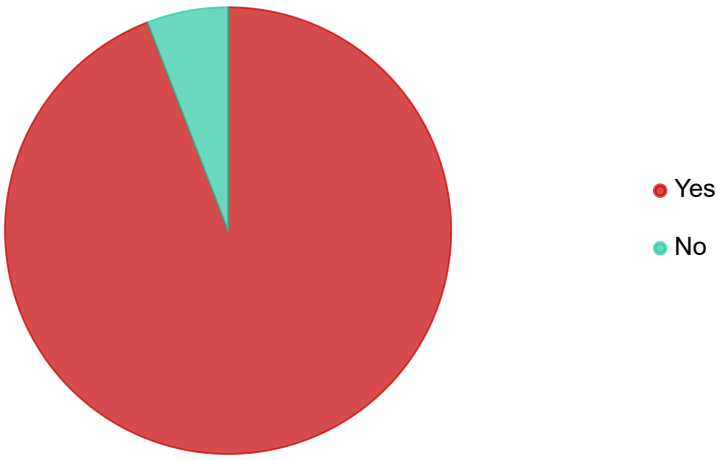
Comments on site selection criteria for the facility

The word cloud requires at least 20 answers to show.

Response	Count
Why not put the new fire station on the existing tract of land where the current station is located? It seems like a great location with easy access to two main streets.	1
Upgrade fire station 5 at the current location. The corner of Cedar Shoals Drive & Whit Davis Road is in the middle of the service area.	1
The most logical location for this new fire station would be to the South. In the area of Belmont Rd and Morton Rd.	1
I think the new fire station should be built on Gaines School Rd on the empty lot across from the new Chik-fil-A office building. It has plenty of acreage, easy access to main road, is across from ambulance headquarters, and would make areas in East Athens easier to access.	1
I agree that being in a visible location and near a bus stop in a walkable area is a high priority.	1
Fairly obvious list of criteria. Why not use part of the land on Whit Davis, owned by the County, at the SW corner of South East Clarke Park??	1
Could part of Southeast Athens park be used for this? Hopefully it won't be moved too far from our house. Proximity to the fire station is one reason we chose to live where we do. Firemen have responded to our home twice in the last several years for our daughter's seizures and beat the ambulance by a good 10 minutes.	1
Can't see any replacement locations...just a wide swath 2.5 miles around. Need more detail showing streets, etc.	1

Answered: 8 Skipped: 16

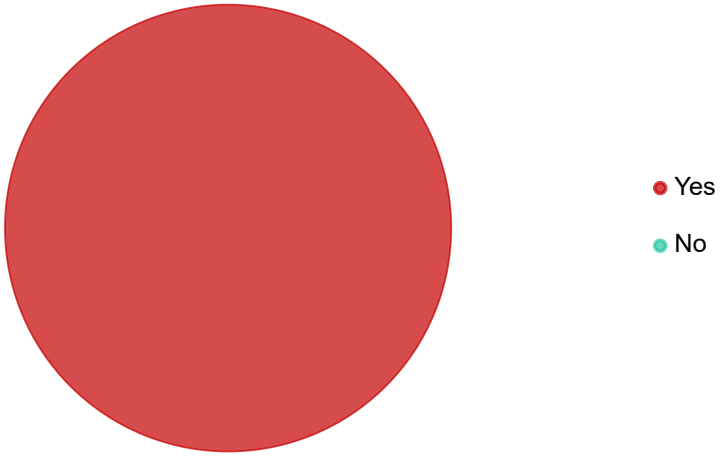
Do you feel these criteria meet the technical values for this project?



Answers	Count	Percentage
Yes	16	66.67%
No	1	4.17%

Answered: 17 Skipped: 7

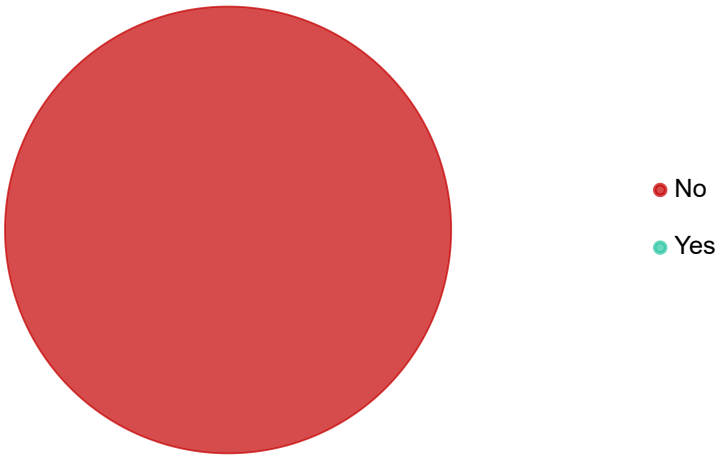
Do you feel this meets the community values for this project?



Answers	Count	Percentage
Yes	17	70.83%
No	0	0%

Answered: 17 Skipped: 7

Are you interested in donating a property for this project?



Answers	Count	Percentage
No	17	70.83%
Yes	0	0%

Answered: 17 Skipped: 7

Contact Info

- **Name**

The word cloud requires at least 20 answers to show.

Word	Count
Shirley	1
Berry	1
Patrick	1
Chastain	1
James	1
Carpenter	1
Al	1

Tammany	1

Answered: 4 Skipped: 20

Address

The word cloud requires at least 20 answers to show.

Word	Count
30605	3
Athens	3
GA	3
USA	3
Ln	2
161	1
185	1
186	1
815	1
Tabby	1
Wedny	1
Chinquapin	1
Twin	1
Creek	1
Ct	1

Answered: 4 Skipped: 20

Phone number

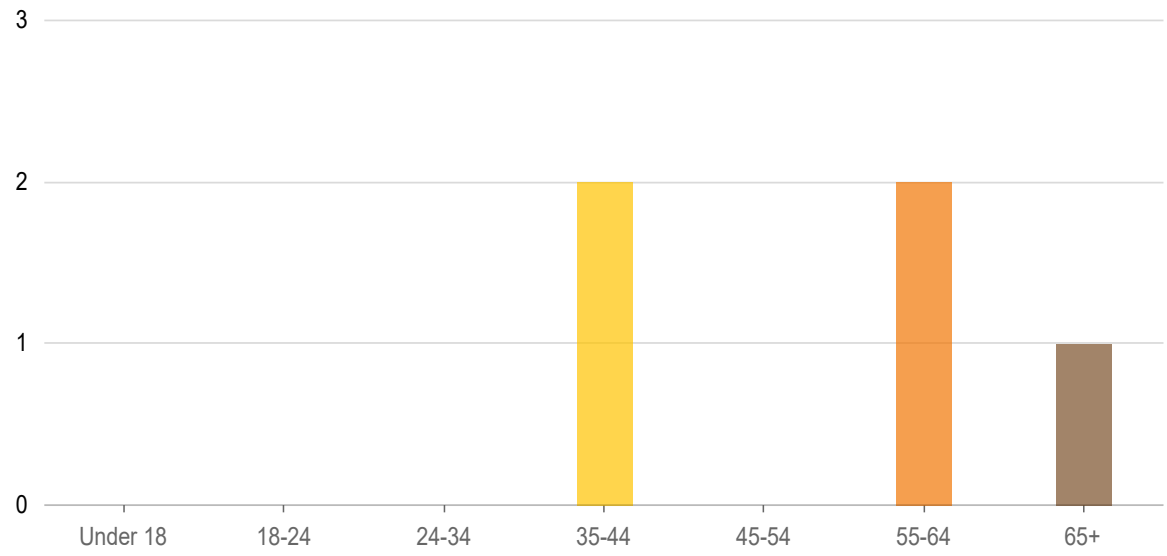
The word cloud requires at least 20 answers to show.

Word	Count

Answered: 3 Skipped: 21

Demographic Questions

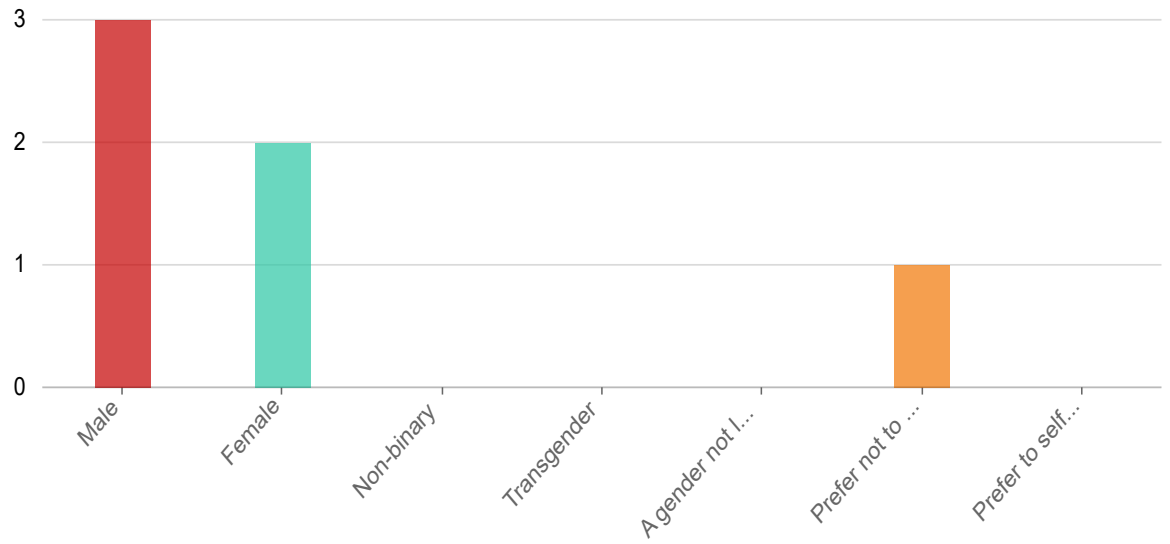
- **Age range?**



Answers	Count	Percentage
Under 18	0	0%
18-24	0	0%
24-34	0	0%
35-44	2	8.33%
45-54	0	0%
55-64	2	8.33%
65+	1	4.17%

Answered: 5 Skipped: 19

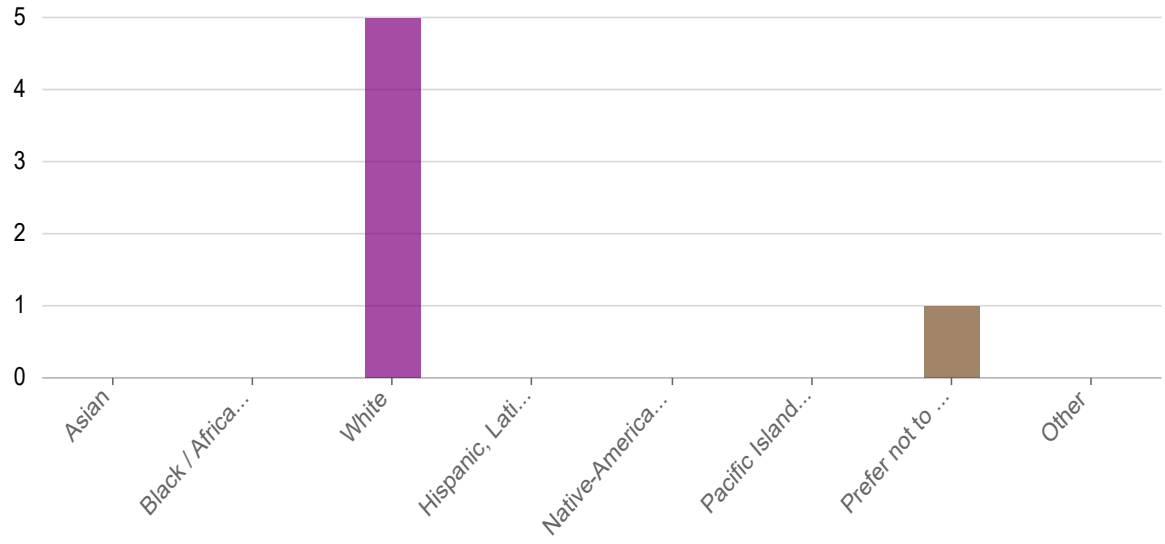
- **Which best describes your gender identity?**



Answers	Count	Percentage
Male	3	12.5%
Female	2	8.33%
Non-binary	0	0%
Transgender	0	0%
A gender not listed	0	0%
Prefer not to say	1	4.17%
Prefer to self-describe	0	0%

Answered: 6 Skipped: 18

- **How would you best describe your racial/ethnic identity?**



Answers	Count	Percentage
Asian	0	0%
Black / African-American	0	0%
White	5	20.83%
Hispanic, Latino/a, Latinx	0	0%
Native-American / Indigenous Peoples	0	0%
Pacific Islander	0	0%
Prefer not to answer	1	4.17%
Other	0	0%

Answered: 6 Skipped: 18

Fire & Emergency Standards for Fire Station Location

- In the 2020 referendum for Fire Station #5, the need to maintain or improve the fire station response was identified as a requirement for the new fire station.
- NFPA (National Fire Protection Association) – This is the agency that establishes industry-wide safety standards for fire & emergency services.
- NFPA 1710
  - 4.1.2.1 – Fire Departments shall establish the performance objectives for the first-due response zones that are identified by the AHJ (Authorities Having Jurisdiction).
  - Standards for response times shown in Figure D.1 in NFPA 1710.
    - Fire Emergency Initial Response Time – 80 secs for turnout time and 240 seconds for first-due engine. 5 minutes and 20 second response time.
    - EMS Emergency Response Time - 60 secs for turnout time and 240 seconds for first-due engine. 5 minutes response time.
    - NFPA 1710 provides standard for fire & emergency service response time to an incident rather than dictate the service to be provided to a number of residents.
    - Alarm answer & processing time standards fall under NFPA 1221 and shall not be included in the calculation of the response times.
- The location of the fire department is one element that can be controlled by the governing body. This will dictate how the fire station is able to provide adequate response times for fire & emergency services to residents based on the NFPA 1710 standards.

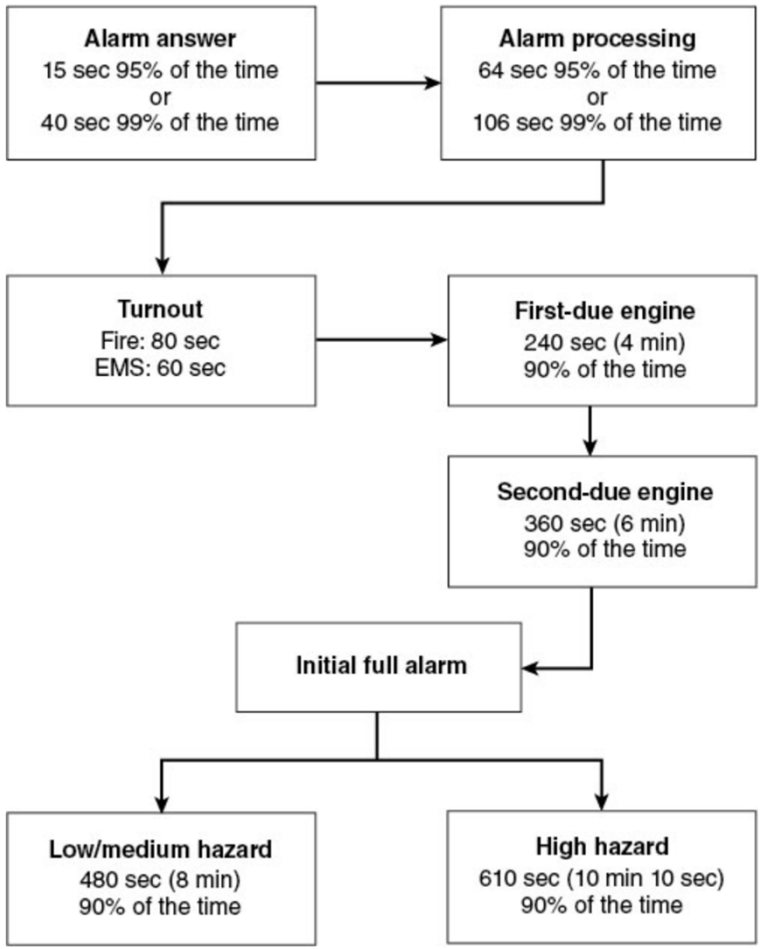


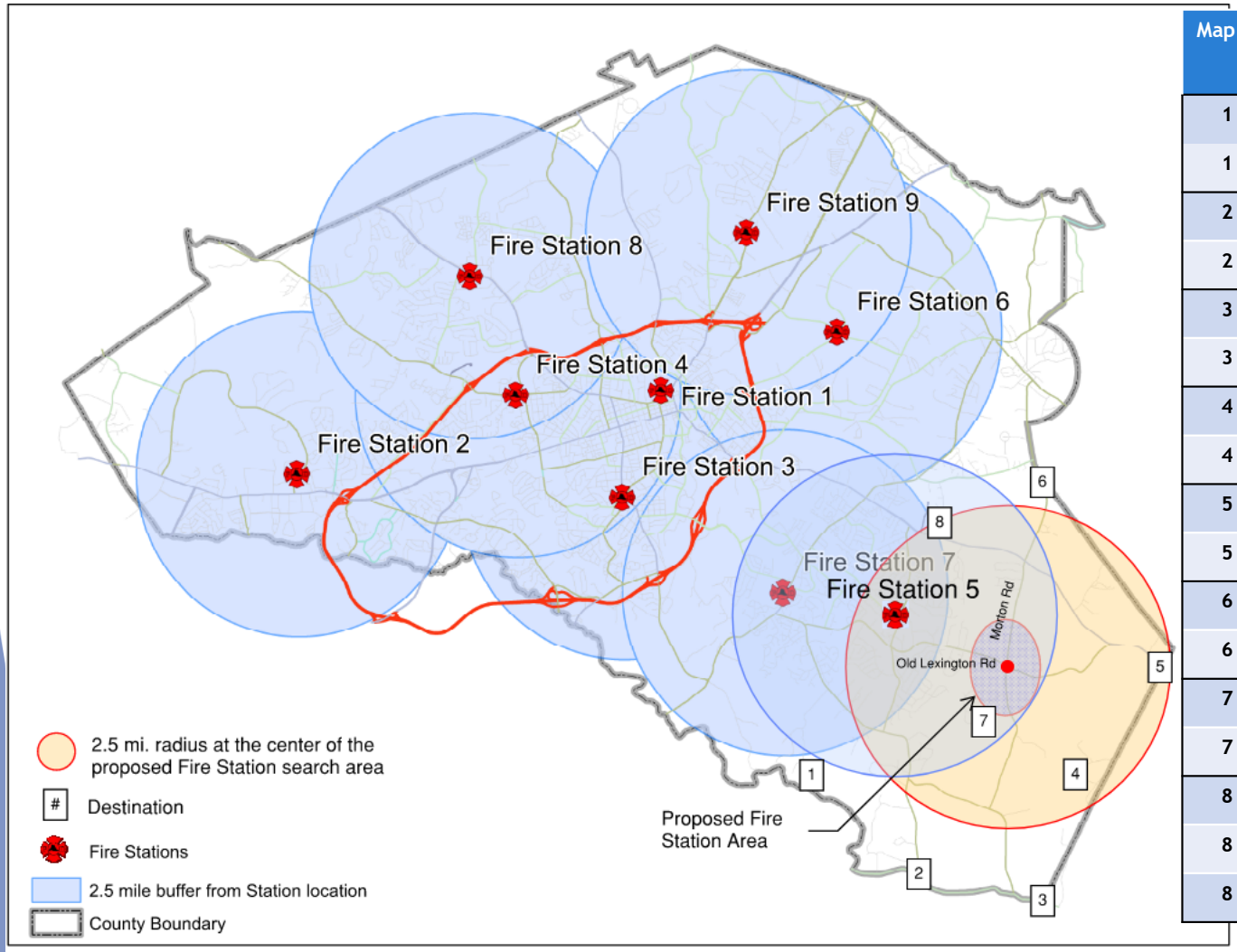
Figure D.1 (NFPA 1710)

Fire & Emergency Standards for Fire Station Location

- ISO (Insurance Services Office)
  - Evaluates the fire & emergency services and the ability to protect the community it serves.
  - Establishes a PPC rating (Public Protection Classification) based on the standards set by NFPA and AWWA (American Water Works Association).
    - 50% comes from the quality of your local fire department, including staffing levels, training, and proximity of the firehouse.
    - 40% comes from the availability of water supply, including the prevalence of fire hydrants and how much water is available for putting out fires.
    - 10% comes from the quality of the area's emergency communication systems (911).
    - An extra 5.5% comes from community outreach, including fire prevention and safety courses.
  - Response times equates to 10% of the overall PPC rating. The fire station location and performance of the fire fighters directly affects how this element of the criteria is scored.
  - ISO does not dictate the location of where a Fire Station should be located. It analyzes the Fire Station location and how it is capable of meeting the response time criteria established by NFPA 1710.

- GA Rules & Regulations 205-1-2-.02.3.b - Rules of Firefighter Standards and Training Council
  - These fire departments shall be responsible for a defined area of operations depicted on a map located at the responding fire station(s). This area of operations as depicted on the map shall have been approved and designated by the governing authority of the applicable county, municipality, or other political subdivision in the case of any county, municipal, or private corporation fire department.

Fire Station 5 Current & Proposed Response Times



Map #	Station	Destination	Travel Time
1	Current Station	198 Deer Ridge	8 minutes
1	Proposed Station	198 Deer Ridge	8 minutes
2	Current Station	1033 Barnett Shoals Rd.	7 minutes
2	Proposed Station	1033 Barnett Shoals Rd.	7 minutes
3	Current Station	4799 Bob Godfrey Rd.	10 minutes
3	Proposed Station	4799 Bob Godfrey Rd.	4.2 minutes
4	Current Station	330 Nellie Maes Rd.	14 minutes
4	Proposed Station	330 Nellie Maes Rd.	9 minutes
5	Current Station	6590 Lexington Rd.	8 minutes
5	Proposed Station	6590 Lexington Rd.	4 minutes
6	Current Station	395 Robert Hardeman Rd.	7 minutes
6	Proposed Station	395 Robert Hardeman Rd.	4 minutes
7	Current Station	205 Blue Heron Dr.	8 minutes
7	Proposed Station	205 Blue Heron Dr.	4 minutes
8	Current Station	155 Weatherly Woods Dr.	8 minutes
8	Proposed Station	155 Weatherly Woods Dr.	10 minutes
8	Fire Station 7	155 Weatherly Woods Dr.	8 minutes

M&C STRATEGIC PLAN REVISIONS

Commission-Defined Option (CDO) - Commissioners Houle and Taylor

Athens-Clarke County Mayor and Commission

May 7, 2024

Agenda Item Title:
Adoption of Revised FY2023‑2025 Strategic Plan

PROPOSAL:

Adopt the revised ACCGov Strategic Plan as outlined in Attachment #1 with one modification as described below.

Strategy B under Goal Area 1 (Good Neighbors) shall read as follows:
"Proactively reform systems of accountability to reduce jail and supervised population and plan for transitioning and returning residents."

COMMENTS:

This CDO maintains the original language of the Strategic Plan, as has been in place to-date, for Goal Area 1, Strategy B. This aligns with discussions during the January 26th Retreat, the April 9th Work Session, and the April 16th Agenda Setting Meeting.

The change in language recommended by staff in Attachment #1 reduces the scope of this strategy by narrowing the focus only to recidivism. The original language in the Strategic Plan, and as presented in this CDO, includes recidivism as part of a broader set of issues to address with regard to persons held in the ACC jail or who are under supervision (ie: probation).

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Adoption of Revised FY2023-2025 Strategic Plan

DATE: February 26, 2024

EXECUTIVE SUMMARY: The first ACCGov organizational Strategic Plan was adopted by the Mayor and Commission on March 1, 2022. This is a request for the Mayor and Commission to consider for adoption a refreshed version of the plan, which will remain in effect through June 30, 2025.

BUDGET INFORMATION:

REVENUES: None

EXPENSES:
ANNUAL: None
CAPITAL: None
OTHER: None

FUNDING SOURCE: General Fund

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission adopt the revised ACCGov Strategic Plan, as outlined in **Attachment #1**.

HISTORY:

1. On December 6, 2016, the Mayor and Commission (M&C) adopted six Strategic Commitments:
    - Healthy, Livable, Sustainable Athens-Clarke County;
    - Transportation Mobility and Connectivity;
    - Economic Prosperity;
    - Safe and Prepared Community;
    - Informed and Engaged Citizens; and
    - Accountable and Responsive Government.

    These Strategic Commitments were used in the budget process and agenda reports to demonstrate how requests for M&C action align with their strategic priorities.

2. On June 3, 2021, the Manager's Office discussed a potential organizational strategic planning process with the M&C during a retreat.

3. On August 20, 2021, the M&C discussed the strategic planning timeline and process during their retreat. The M&C committed to approaching the strategic planning as a sequence of three retreats.

4. Between September 7, 2021 and September 21, 2021, the Geospatial Information Office conducted Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) exercises with four data working groups comprised of employees from 23 departments within ACCGov.

5. On October 11, 2021, staff met with the Neighborhood Leaders to receive their input for the S.W.O.T. exercise.

6. On October 22, 2021, the Mayor and Commission participated in a S.W.O.T. exercise during their retreat.

7. On November 3, 2021, the Mayor and Commission discussed and organized key initiatives and strategies from planning documents and the FY21 and FY22 budgets into broad themes to begin to identify potential goals during their retreat.

8. On December 3, 2021, the Mayor and Commission refined goal and strategy language for the strategic plan at their retreat.

9. On January 7, 2022, staff attended a strategic planning session to identify initiatives for strategies within the Organizational Improvement and Good Neighbors goal areas. Staff members' input informed the initiatives, as they are educated and trained in determining what tasks must be implemented in order to successfully fulfill each strategy.

10. On January 10, 2022, staff attended a strategic planning session to identify initiatives for strategies within the Built & Natural Infrastructure and Safely Move Around Athens goal areas.

11. On January 11, 2022, staff attended a strategic planning session to identify initiatives for strategies within the Quality, Stable, Affordable Housing for All and Identify & Close Gaps in Partnership with the Community goal areas.

12. On January 11, 2022, Manager Williams shared a FY23 Budget Guidelines memorandum with the Mayor and Commission to discuss anticipated and relevant revenues and expenditure projections.

13. On January 21, 2022, the Mayor and Commission reviewed and prioritized staff-generated initiatives at their retreat.

14. On March 1, 2022, the Mayor and Commission adopted the ACCGov Strategic Plan Goals, Strategies, and Initiatives FY23-25 (strategic plan).

15. On July 1, 2022, the adopted Strategic Plan Goals, Strategies, and Initiatives went into effect, and staff Goal leadership teams began meeting quarterly for the purpose of making updates on plan progress using the Clearpoint software platform.

16. On August 17 and 18, 2023, the Mayor and Commission met in retreat to conduct facilitated discussions on a range of topics. On August 18, Chief Data Officer Joseph D'Angelo presented an end-of-fiscal year strategic plan update. On the same day, the Mayor and Commission broke into three groups to discuss the existing plan, and how to restructure the plan to ensure that community priorities could be efficiently measured and accomplished prior to the plan's expiration on June 30, 2025.

17. On January 26, 2024, the Mayor and Commission again met in retreat and were offered a draft version of an updated organizational strategic plan with modified language, consolidated strategies, and fewer initiatives. At that time, they were also presented with a synopsis of their stated priorities from the August 2023 retreat and a rendering of how these priorities were reflected in the revised plan. These general priorities do not supplant the existing plan framework; they are a way to identify areas where work is needed to complete the plan. These priorities include:
    - Current service delivery;
    - affordable housing, homelessness;
    - behavioral health;
    - youth and workforce development;
    - future land use;
    - space allocation/judicial center;
    - procurement & document management;
    - succession planning;
    - recruitment and retention; and
    - community engagement & trust-building.

18. Between January 27, 2024 and February 22, 2024, internal goal teams met to finalize proposed initiative language and discuss suitable performance measures across the six plan goals, with priority areas of focus at top of mind.

FACTS & ISSUES:

1. Having a well-written plan is essential to setting priorities for the planning period, in this case three fiscal years. It assists staff, elected officials, and community representatives in focusing on agreed-upon initiatives to achieve clear objectives, and assists the community to better prepare for anticipated and unseen future challenges.

2. The ACCGov Strategic Plan is organized into goals, strategies, and initiatives.

- Goals: Broad statements of outcomes to be achieved on behalf of residents
- Strategies: Statements of what must be done well or barriers that must be overcome to achieve a specific goal
- Initiatives: Specific programs and activities that will help meet performance targets

3. The revised ACCGov Strategic Plan outlines goals, strategies, and initiatives that ACCGov will work to implement between fiscal years 2024 – 2025 (through June 30, 2025).

4. The revised plan is comprised of six goal areas, 27 (from the original 31) strategies, and 82 (from the original 97) initiatives. The goal areas are:
   - Good Neighbors;
   - Identify and Close Gaps in Partnership with the Community;
   - Organizational Improvement;
   - Quality, Stable, Affordable Housing for All;
   - Safely Move Around Athens; and
   - Built and Natural Infrastructure.

OPTIONS:

1. Mayor and Commission adopt the revised ACCGov Strategic Plan as outlined in **Attachment #1**.

2. Mayor and Commission deny the revised ACCGov Strategic Plan as outlined in **Attachment #1**.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1

DEPARTMENT: Manager's Office / Geospatial Information Office
Prepared by: Joseph D'Angelo



Joseph D'Angelo

4.02.2024
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1



Manager

April 8, 2024
Date:

ATTACHMENTS:

Attachment #1: Draft ACCGov Strategic Plan (Rev. February 2024)
Attachment #2: Draft ACCGov Strategic Plan Markup (Rev. February 2024)

GOAL AREA 1: GOOD NEIGHBORS

A. Work to create and implement systems to identify, acknowledge, and address racism, trauma, harm, and violence in our community.

1. Continue supporting the Athens Justice and Memory Project.
2. Enact the policy recommendations of the Human Relations Commission.
3. Build public awareness of the Police Department's trust-building activities.
4. Convene and help lead Juneteenth stakeholders' committee.

B. Proactively reform systems of accountability to reduce jail recidivism rates and plan for transition and returning residents.

1. Create a welcoming environment for individuals transitioning out of incarceration.
2. Provide alternative programs to arrest, such as pre-arrest diversion.

C. Decrease crime and enhance public trust through collaborative strategies between the police and the community.

1. Develop a community risk reduction plan.
2. Continue to enhance ACCGov support of Emergency Medical Service delivery.
3. Form relationships with respected and trusted community members.
4. Extend ACCGov's reach into the community.

D. Propel community transformation by prioritizing the development of inclusive and inviting spaces that promote both physical and psychological well-being.

1. Make improvements to College Square Plaza.
2. Expand and maintain community access to public garden spaces.
3. Expand learning through demonstration garden and outdoor kitchen.
4. Develop a culture of place-making through applicable projects.
5. Target health and nutrition education programming to priority populations.
6. Increase use of Supplemental Nutrition Assistance Program (SNAP) and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

GOAL AREA 2: IDENTIFY AND CLOSE GAPS IN PARTNERSHIP WITH THE COMMUNITY

A. Partner to develop tools and relationships to increase awareness of and access to Athens workforce and workplace development opportunities.

1. Support the Clarke County School District Career Academy in meeting regional

workforce needs.

2. Reinvent A-Corps to an internally focused program.

B. Build and maintain two-way information pipelines through relationship building and resident engagement.

1. Create internal and external cultures of shared collaboration and collective impact.
2. Amplify partnership with Neighborhood Leaders.
3. Improve residents' experience with public engagement and public-facing digital services.
4. Support Boards, Authorities, and Commissions (BACs) as vehicles for education, information sharing, and engagement in decision-making.
5. Develop common practices, policies, and procedures and train all Board, Authority, and Commission (BAC) members and department liaisons.

C. Identify ways to address unaddressed community needs and develop programs, policies, and processes to facilitate community transformation.

1. Humanize community data.
2. Partner directly with and listen to residents at the neighborhood level.

D. Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, nonprofit capacity building, and problem solving with connected community partners.

1. Promote and provide technical assistance for nonprofit capacity building.
2. Explore potential avenues for supporting the creation of a usable nonprofit directory.
3. Develop and implement Advantage Behavioral Health Systems' Alternative Response Team pilot program.

E. Support diverse, innovative, and creative economy.

1. Bring together cross-departmental and external resources at Costa Building to support diverse entrepreneurs.
2. Identify needs of underserved entrepreneurs and employees in Athens-Clarke County. Assess ways to assist low-wage workers.

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.

1. Meet current and future workforce needs.

2. Become an employer of choice in the community.
3. Encourage employee health and work life balance.
4. Prepare employees for their next job through succession planning and developing a clear path for growth/development.

B. Create a culture for high performance: increase interdepartmental collaboration, events, better cross-departmental workforce strategy.

1. Develop training for employees based on identified needs to deliver exceptional services.
2. Develop strategic plans for all ACCGov departments with associated performance metrics.
3. Develop a career pipeline at ACCGov for returning residents.
4. Expand Blue Level Inclusion, Diversity and Equity (IDE) training to all staff and Board, Authority and Commission (BAC) members.

C. Improve internal programs, processes, policies and communication, while assessing how resources are allocated to meet existing and future needs for better service delivery and what we deliver.

1. Develop an Equity Toolkit to help departments operationalize equity.
2. Create a technology governance structure to prioritize systems and coordinate software improvements.
3. Provide the tools staff need to improve their daily work and deliver better service to residents.
4. Build capacity for continuous organizational improvement
5. Create an ACCGov community engagement playbook.

GOAL AREA 4: QUALITY, STABLE, AFFORDABLE HOUSING FOR ALL

A. Support home ownership by increasing opportunities for low- and middle-income people to own a home and help people retain and remain in homes.

1. Study potential to freeze property taxes for groups of homeowners.
2. Make current and prospective homeowners aware of home affordability programs.

B. Update zoning code and development standards to enable diverse, affordable housing options that meet community needs, and identify funding/resources to support these efforts.

1. Prioritize Planning Commission recommendations assigned by the Mayor.
2. Equip Neighborhood Leaders with in-field fair housing education materials.
3. Encourage a wider variety of appropriate housing options ~~in~~ for all areas of Athens-

Clarke County.

4. Identify mixed-income development incentives and develop metrics for measuring their effectiveness.
5. Revisit "Rural" future land use classification and associated zoning within the Future Land Use Plan update.
6. Identify areas where housing growth is and is not appropriate.
7. Improve resident access to solar and weatherization programs.

C. Preserve and increase the supply of affordable rental housing

1. Acquire apartment complex to preserve supply of affordable housing.
2. Incentivize green building updates while preserving or improving affordability.

D. Coordinate and implement the plan to Reduce and Prevent Homelessness alongside our partners.

1. Expand the emergency shelter supply.
2. Help households exit homelessness.
3. Complete homelessness strategic plan.
4. Support sanctioned structured temporary homeless encampment.

E. Improve equitable housing opportunities in identified disinvested or underinvested areas.

1. Use Land Bank Authority to curb gentrification.
2. Encourage reinvestment and improvement of housing stock through effective deployment of Neighborhood Revitalization Strategy Areas.
3. Investigate expansion of sewer service.

F. Provide support to tenants to improve quality of life.

1. Partner with Magistrate Court to prevent tenant evictions.
2. Benchmark how other communities are protecting fair housing rights.

GOAL AREA 5: SAFELY MOVE AROUND ATHENS

A. Improve~~,~~ multi-modal travel options to provide safe opportunities for active transportation.

1. Determine gaps in and need for active transportation infrastructure throughout the community.
2. Develop a comprehensive pedestrian routing map.

B. Provide enhanced public transportation through inter-city travel options to connect Athens residents with the surrounding region.

1. Connect to fixed and express service routes.
2. Pursue regional bike routes and Oconee Rivers Greenway System network expansion.
3. Connect to regional bus service.

C. Expand multi-modal Transit access to reduce auto dependency and provide greater mobility for Athens residents.

1. Use transfer centers to expand rideshare, park/ride, and direct service routes.
2. Explore opportunities to bridge Transit service gaps using customer-informed micro-transit service.
3. Identify strategies to provide financially sustainable fare-free Transit service.
4. Encourage more integrated Transit-centric areas.
5. Investigate on- and off-street parking and study parking deck effectiveness.

D. Create more usable and aesthetically pleasing corridor connections between residential and commercial areas.

1. Expand beautification efforts and programs to mitigate litter and discourage illegal dumping.
2. Re-examine county-wide paving schedule.

E. Enhance safety for all modes of transportation.

1. Support Vision Zero community strategies to reduce traffic fatalities

GOAL AREA 6: BUILT AND NATURAL INFRASTRUCTURE

A. Adequately plan infrastructure to support our community in the future.

1. Develop and implement technology standards with built-in resiliency and redundancy guidelines.
2. Verify existing rights-of-way (ROW), standardize ROW data management processes, and conduct future ROW need-based mapping.
3. Work with industries and large organizations to adopt technologies that reduce and shift water demand.
4. Develop timeline to have quarry online.

B. Use equitable and sustainable infrastructure to enhance safety, identity, and a healthy environment.

1. Leverage in-field audits to collect information that would benefit all departments via a reporting tool.
2. Complete a comprehensive inventory of all lead service lines in the county.
3. Develop and implement a phased plan for decommissioning oxidation ponds.
4. Initiate an annual "State of the Environment" review.
5. Evaluate greenspace and wildlife corridors for function with an emphasis on conserving habitat connectivity and ecosystem services.
6. Promote creation of native habitat and incentivize removal of invasive plant species.
7. Develop at least two water trail access points along with other diverse opportunities to engage with nature.

C. Leverage local resources in stewardship of infrastructure.

1. Account for data-informed life cycle costs when budgeting for new infrastructure.
2. Improve communication and processes for departments interested in pursuing grant funding.
3. Implement Tax Allocation Districts (TADs).

D. Follow through on commitment to 100% Clean and Renewable Energy resolution.

1. Develop action items and processes needed to implement Tier 1 recommendations from the adopted 100% Clean and Renewable Energy Action Plan.
2. Embed recommendations from the adopted 100% Clean and Renewable Energy Action Plan into a new sustainability ordinance or into existing ordinances where applicable.
3. Promote adoption of electric vehicle technology.
4. Expand the use of solar in order to reduce reliance on non-renewable energy sources.
5. Assess feasibility of renewable or regenerative deployments for ACCGov facilities.

GOAL AREA 1: GOOD NEIGHBORS

A. Work to create and implement systems to identify, acknowledge, and address racism, trauma, harm, and violence in our community

1. Continue supporting the Athens Justice and Memory Project.
2. Enact the policy recommendations of the Human Relations Commission.
3. Build public awareness of the Police Department's trust-building activities.
4. Convene and help lead Juneteenth stakeholders' committee.

B. Proactively reform systems of accountability to reduce jail recidivism rates ~~and supervised population~~ and plan for transition~~ing~~ and returning residents

1. Create a welcoming environment for individuals transitioning out of incarceration.
2. Provide alternative programs to arrest, such as pre-arrest diversion.

C. Decrease crime and enhance public trust through collaborative strategies between the police and the community. ~~keep residents safe through "community-centric" services~~

1. Develop a community risk reduction plan.
2. Continue to enhance ACCGov support of Emergency Medical Service delivery.
3. Form relationships with respected and trusted community members.
4. Extend ACCGov's reach into the community.

D. ~~Drive~~ Propel community transformation by prioritizing the development of inclusive and inviting ~~with a focus on creating~~ spaces that ~~are respectful and welcoming~~ promote both physical and psychological well-being.

1. Make improvements to College Square Plaza.
2. Expand and maintain community access to public garden spaces.
3. Expand learning through demonstration garden and outdoor kitchen.
4. Develop a culture of place-making through applicable projects.
5. Target health and nutrition education programming to priority populations.
6. Increase use of Supplemental Nutrition Assistance Program (SNAP) and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC).

E. ~~Support and promote healthy lifestyle choices: moving, eating, forming healthy relationships, physical and psychological care~~

~~1. Target health and nutrition education programming to priority populations.~~

~~2. Increase use of Supplemental Nutrition Assistance Program (SNAP) and Special~~

~~Supplemental Nutrition Program for Women, Infants, and Children (WIC).~~

F. ~~Examine, understand, and improve public safety policies and processes to enhance public trust~~

1. ~~Form relationships with respected and trusted community members.~~
2. ~~Extend ACCGov's reach into the community.~~

GOAL AREA 2: IDENTIFY AND CLOSE GAPS IN PARTNERSHIP WITH THE COMMUNITY

A. Partner to develop tools and relationships to increase awareness of and access to Athens workforce and workplace development opportunities

1. Support the Clarke County School District Career Academy in meeting regional workforce needs.
2. Reinvent A-Corps to an internally focused program.

B. Build and maintain two-way information pipelines through relationship building and resident engagement.

1. Create internal and external cultures of shared collaboration and collective impact.
2. Amplify partnership with Neighborhood Leaders.
3. Improve residents' experience with public engagement and public-facing digital services.
4. Support Boards, Authorities, and Commissions (BACs) as vehicles for education, information sharing, and engagement in decision-making.
5. Develop common practices, policies, and procedures and train all Board, Authority, and Commission (BAC) members and department liaisons.

C. Identify ways to address unaddressed community needs and develop programs, policies, and processes to facilitate community transformation

1. Humanize community data.
2. Partner directly with and listen to residents at the neighborhood level.

D. Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, nonprofit capacity building, and problem solving with connected community partners

1. Promote and provide technical assistance for nonprofit capacity building.
2. Explore potential avenues for supporting the creation of a usable nonprofit directory.
3. Develop and implement Advantage Behavioral Health Systems' Alternative Response Team pilot program.

E. Support diverse, innovative, and creative economy

1. Bring together cross-departmental and external resources at Costa Building to support diverse entrepreneurs.
2. Identify needs of underserved entrepreneurs and employees in Athens-Clarke County. Assess ways to assist low-wage workers.

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

1. Meet current and future workforce needs.
2. Become an employer of choice in the community.
3. Encourage employee health and work life balance.
4. Prepare employees for their next job through succession planning and developing a clear path for growth/development.

B. Create a culture for high performance: increase interdepartmental collaboration, events, better cross-departmental workforce strategy

1. Develop training for employees based on identified needs to deliver exceptional services.
2. Develop strategic plans for all ACCGov departments with associated performance metrics.
3. Develop a career pipeline at ACCGov for returning residents.
4. Expand Blue Level Inclusion, Diversity and Equity (IDE) training to all staff and Board, Authority and Commission (BAC) members.

C. Improve internal programs, processes, policies and communication ~~external and internal~~, while assessing how resources are allocated to meet existing and future needs for better service delivery and what we deliver

1. Develop an Equity Toolkit to help departments operationalize equity.
2. Create a technology governance structure to prioritize systems and coordinate software improvements.
3. Provide the tools staff need to improve their daily work and deliver better service to residents.
4. Build capacity for continuous organizational improvement
5. Create an ACCGov community engagement playbook.

D. ~~Increase resident engagement in the decision-making process to give greater emphasis to information and power sharing, mutual respect, and reciprocity between residents and their government~~

1. ~~Create an ACCGov community engagement playbook.~~
2. ~~Improve residents' experience with public engagement and public-facing digital services.~~
3. ~~Support Boards, Authorities, and Commissions (BACs) as vehicles for education, information sharing, and engagement in decision-making.~~
4. ~~Develop common practices, policies, and procedures and train all Board, Authority, and Commission (BAC) members and department liaisons.~~

GOAL AREA 4: QUALITY, STABLE, AFFORDABLE HOUSING FOR ALL

A. Support home ownership by increasing opportunities for low- and middle-income people to own a home and help people retain and remain in homes

1. Study potential to freeze property taxes for groups of homeowners.
2. Make current and prospective homeowners aware of home affordability programs.

B. Update ~~development~~ zoning code~~s, zoning, and funding/resources resulting in~~ and development standards to enable diverse, affordable housing options ~~to~~ that meet community needs, and identify funding/resources to support these efforts.

1. Prioritize Planning Commission recommendations assigned by the Mayor.
2. Equip Neighborhood Leaders with in-field fair housing education materials.
3. ~~Create more flexible~~ Encourage a wider variety of appropriate housing options ~~in~~ for all ~~zones~~ areas of ~~the~~ Athens-Clarke ~~c~~County.
4. ~~Encourage~~ Identify mixed-income development incentives and ~~measure density bonus~~ develop metrics for measuring their effectiveness.
5. Revisit "~~r~~Rural" future land use classification and associated zoning within ~~comprehensive plan~~ the Future Land Use Plan update.
6. ~~Define~~ Identify areas where housing ~~expansion~~ growth is and is not appropriate.
7. Improve resident access to solar and weatherization programs.

C. Preserve and increase the supply of affordable rental housing

1. Acquire apartment complex to preserve supply of affordable housing.
2. Incentivize green building updates while preserving or improving affordability.

D. ~~Prevent and reduce~~ Coordinate and implement the plan to Reduce and Prevent ~~h~~Homelessness alongside our partners. ~~by enabling supportive options that meet a variety of needs~~

1. Expand the emergency shelter supply.
2. Help households exit homelessness.
3. Complete homelessness strategic plan.
4. Support sanctioned structured temporary homeless encampment.

E. Improve equitable housing opportunities in identified disinvested or underinvested areas.

1. Use Land Bank Authority to curb gentrification.
2. Encourage reinvestment and improvement of housing stock through effective deployment of Neighborhood Revitalization Strategy Areas.
3. Investigate expansion of sewer service.

F. Provide support to tenants to improve quality of life.

1. Partner with Magistrate Court to prevent tenant evictions.
2. Benchmark how other communities are protecting fair housing rights.

GOAL AREA 5: SAFELY MOVE AROUND ATHENS

A. Improve~~,~~ multi-modal travel options ~~expand, and maintain sidewalks, shared-use paths, and bike facilities~~ to provide ~~greater~~ safe opportunities for ~~residents to use~~ active transportation~~. safely~~

1. Determine gaps in and need for active transportation infrastructure throughout the community.
2. Develop a comprehensive pedestrian routing map.

B. ~~Pursue~~ Provide enhanced public transportation through inter-city travel options to connect Athens residents with ~~other cities~~ the surrounding region.

1. Connect to fixed and express service routes.
2. Pursue regional bike routes and Oconee Rivers Greenway System network expansion.
3. Connect to regional bus service.

C. Expand multi-modal Transit access to reduce auto dependency and provide greater mobility for Athens residents

1. Use transfer centers to expand rideshare, park/ride, and direct service routes.
2. Explore opportunities to bridge Transit service gaps using customer-informed micro-transit service.

3. Identify strategies to provide financially sustainable fare-free Transit service.
4. Encourage more integrated Transit-centric areas.
5. Investigate on- and off-street parking and study parking deck effectiveness.

D. Create more usable and aesthetically pleasing corridor connections between residential and commercial areas

1. Expand beautification efforts and programs to mitigate litter and discourage illegal dumping.
2. Re-examine county-wide paving schedule.
3. ~~Quantify accessory infrastructure needed in traditionally underserved areas as primary services~~

E. Enhance safety for all modes of transportation

1. Support Vision Zero community strategies to reduce traffic fatalities

GOAL AREA 6: BUILT AND NATURAL INFRASTRUCTURE

A. ~~Develop well-planned new~~ Adequately plan infrastructure ~~according~~ to support our community in the future. ~~land use values and framework~~

1. Develop and implement technology standards with built-in resiliency and redundancy guidelines.
2. Verify existing rights-of-way (ROW), standardize ROW data management processes, and conduct future ROW need-based mapping.
3. Work with industries and large organizations to adopt technologies that reduce and shift water demand.
4. Develop timeline to have quarry online.

B. Use ~~Ensure~~ equitable and sustainable ~~access to~~ infrastructure to enhance safety, ~~and~~ identity, and a healthy environment

1. Leverage in-field audits to collect information that would benefit all departments via a reporting tool.
2. Complete a comprehensive inventory of all lead service lines in the county.
3. Develop and implement a phased plan for decommissioning oxidation ponds.
4. Initiate an annual “State of the Environment” review.
5. Evaluate greenspace and wildlife corridors for function with an emphasis on conserving habitat connectivity and ecosystem services.
6. Promote creation of native habitat and incentivize removal of invasive plant species.

7. Develop at least two water trail access points along with other diverse opportunities to engage with nature.

C. ~~Provide adequate funding for maintenance of existing and newly constructed~~ Leverage local resources in stewardship of infrastructure.

1. Account for data-informed life cycle costs when budgeting for new infrastructure.
2. Improve communication and processes for departments interested in pursuing grant funding.
3. Implement Tax Allocation Districts (TADs).

D. Follow through on commitment to 100% Clean and Renewable Energy resolution

1. Develop action items and processes needed to implement Tier 1 recommendations from the adopted 100% Clean and Renewable Energy Action Plan.
2. Embed recommendations from the adopted 100% Clean and Renewable Energy Action Plan into a new sustainability ordinance or into existing ordinances where applicable.
3. Promote adoption of electric vehicle technology.
4. Expand the use of solar in order to reduce reliance on non-renewable energy sources.
5. Assess feasibility of renewable or regenerative deployments for ACCGov facilities.

~~E. Address ecosystem health, infrastructure sustainability, and resilience~~

~~1. Initiate an annual "State of the Environment" review.~~

~~2. Evaluate greenspace and wildlife corridors for function with an emphasis on conserving habitat connectivity and ecosystem services.~~

~~3. Promote creation of native habitat and incentivize removal of invasive plant species.~~

~~4. Develop at least two water trail access points along with other diverse opportunities to engage with nature.~~

LINK, FISHER, MYERS CDO for FY25 CBDG Annual Action Plan V

***PROPOSED AWARD FUNDING SOURCED FROM $3,394,184 REMAINING ARPA YOUTH DEVELOPMENT & VIOLENCE PREVENTION FUND**

ACC High School Completion Initiative
Education Matters Program
Ranking 6, Score 111.86
FY25 Request: $50,000
FY25 Award: $30,000 (60% of request)

Chess & Community
Project Rewire
Ranking 7, Score 110.79
FY25 Request: $46,894
FY25 Award: $0
***PROPOSED AWARD: $28,000 (60% of request)**

YWCO
Summer Girls Club
Ranking 8, Score 109.07
FY25 Request: $30,000
FY25 Award: $0
***PROPOSED AWARD: $18,000 (60% of request)**

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: FY25 Community Development Block Grant (CDBG) Annual Action Plan V

DATE: January 30, 2024

EXECUTIVE SUMMARY:

HCD recommends $1,381,158 for FY25 CDBG funding to support eligible administrative & planning, affordable housing, economic development, public services, and public facilities & improvements activities. Allocations are subject to increase or decrease once actual FY25 CDBG allocation funding is announced by HUD. Recommended activities support key strategies identified in the HCD Consolidated Plan, the Affordable Housing Investment Strategy, and the Strategic Plan to Reduce and Prevent Homelessness.

BUDGET:

REVENUES:	**FY25 Community Development Block Grant (CDBG)**	
	$1,281,158	FY25 Community Development Block Grant Allocation
	$ 100,000	Reprogrammable CDBG Funds Set Aside for PFI Projects
	$1,381,158	**Total Estimated FY25 CDBG Allocation**

EXPENSES:

FY25 CDBG Funding Recommendations	
$570,000	Affordable Housing Development
$262,752	Neighborhood Revitalization and Economic Development
$183,600	Public Services
$ 108,574	Public Facilities and Improvements
$ 256,232	HCD Administration and Planning
$1,381,158	**Total Estimated FY25 CDBG Allocation**

FUNDING SOURCE: U.S. Department of Housing and Urban Development (HUD)

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:

To request that the Mayor and Commission:

a. Approve the proposed FY25 CDBG Annual Action Plan V for submission to HUD, as shown in **Attachment #1**;
b. Authorize staff to include eligible carryforward funds in FY25 subrecipient contracts if the agency's remaining project fund balance is 15% or less of the original allocation;
c. Authorize acceptance of the associated HUD Grant Awards; and

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

HISTORY:

1. In March 2019, Housing & Community Development (HCD) staff began developing the FY2021-25 Consolidated Plan and Consolidated Plan Goals.

2. Between April 1, 2019 and June 9, 2019, HCD hosted seven community input meetings focusing on low-income populations:
    - East Athens;
    - Hancock Corridor;
    - Latinx from various ACC neighborhoods;
    - elderly and disabled individuals at the Athens Community Council on Aging; and
    - the homeless population.

3. On May 20, 2019, HCD met with the Vision Advisory Committee to discuss proposed Consolidated Plan Goals and to identify community needs. HCD staff subsequently compiled the input and data regarding the goals and objectives that would guide HUD funding for the years 2021-2025.

4. On July 9, 2019, HCD presented the proposed Consolidated Plan Goals at a Mayor and Commission Work Session.

5. On July 25, 2019, HCD staff submitted the Consolidated Plan and associated FY20 Annual Action Plan I to HUD for approval. The U.S. Department of Housing & Urban Development (HUD) subsequently approved ACCGov's FY20 Annual Action Plan and FY2021-2025 Consolidated Plan Goals:
    - Affordable Housing Development and Redevelopment
    - Economic Development and Workforce Development
    - Education and Enrichment
    - Homeless Services
    - Special Populations
    - Public Infrastructure

6. On September 3, 2019, the Mayor and Commission approved the FY2021-2025 Consolidated Plan Goals and Objectives for HUD funding.

7. On April 4, 2023, Mayor and Commission approved the Annual Action Plan IV, including authorization to use FY23 carryforward subrecipient balances and remaining reprogrammable funds for FY25 public facilities and improvements activities.

8. On August 8, 2023, a contract was executed with ZoomGrants software for full, online grant management of all HCD funding, including its annual CDBG awards.

9. On August 12, 2023, HCD conducted an orientation training meeting for all Vision Committee members to prepare for the updated FY25 CDBG application review, evaluation and scoring process.

10. On September 1, 2023, HCD recorded an online ZoomGrants application training session for agencies to reference when applying for available funding, and posted the video on HCD's website at https://accgov.com/5553/HOME-Program.

11. On October 3, 2023, Mayor and Commission approved the HCD Affordable Housing Strategic Plan and the Strategic Plan to Reduce and Prevent Homelessness.

12. On October 19, 2023, HCD hosted a virtual public application release meeting for FY25 CDBG funds and posted a recording of that video on HCD's website at https://accgov.com/10792/Community-Development-Block-Grant-CDBG.

13. From October 20, 2023 through November 20, 2023, HCD staff provided comprehensive technical support and assistance to agencies interested in applying for CDBG funding.

14. On November 20, 2023, the FY25 CDBG applications were due to HCD through ZoomGrants and the acceptance process was closed after 11:59pm.

15. On November 20, 2023, HCD staff began its FY25 CDBG application evaluation process.

16. On December 10, 2023, ZoomGrants provided online application review training to Vision Committee members, and the recorded video was posted on the ACCGov YouTube website at https://www.youtube.com/watch?v=hzCFQgccUHY&ab_channel=Athens-ClarkeCounty.

17. From December 14, 2023 to January 9, 2023, Vision Committee members were provided reviewer access to ZoomGrants to complete evaluations and scoring of all eligible FY25 CDBG applications.

18. On January 16, 2024, HUD issued Notice CPD-24-01 instructing all Community Development Block Grant (CDBG) formula grantees on the timing of submission of FY25 (HUD FY2024) Consolidated Plans and Action Plans. Grantees and HOME participating jurisdictions (PJs) should not submit their Plans until the actual grant amounts have been determined and announced by HUD.

19. On January 22, 2024, HCD met with the Vision Committee in a public, livestreamed meeting at the ACCGov Planning Auditorium for the purpose of discussing and reviewing final scores and rankings for all eligible FY25 CDBG applications. A recording of this meeting was posted on the Vision Committee website at https://accgov.com/3551/Vision-Committee.

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. The proposed FY25 Annual Action Plan **(Attachment #1)** and FY25 CDBG Recommendations Summary **(Attachment #2)** identifies funding and performance benchmarks for CDBG activities.

Affordable Housing Application Summary						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
Historic Athens	Minor to moderate homeowner rehabilitation of homes 50 years or older and of historic/historic-eligible homes	121.00	1	$130,000	$178,250	$130,000
Athens Area Habitat for Humanity	Minor to moderate homeowner rehabilitation, handicap accessibility, and support for rehabilitation and new construction activities	117.95	2	$147,000	$175,000	$130,000
Athens Land Trust	Acquisition, downpayment assistance, and support for rehabilitation and new construction activities	110.33	3	$182,000	$382,728	$170,000
Athens Housing Authority	Down payment assistance, and support for rehabilitation and new construction activities.	108.98	4	$75,000	$441,200	$140,000
			Total	**$534,000**	**$1,177,178**	**$570,000**

Community Economic Development and Neighborhood Revitalization Summary						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
EADC: Innovative Health Care Institute*	Operation One Family at a Time: Healthcare Training Program	123.90	1	$112,000	$150,000	$102,752
East Athens Development Corporation (EADC)*	Bridging the Gap Job Coaching Program	111.62	2	$30,000	$50,000	$30,000
Goodwill of North Georgia	Microenterprise Training: GoodBiz Program	111.33	3	$60,000	$64,410	$50,000
Athens Land Trust	Microenterprise Programs: West Broad Farmer's Market and Young Urban Farmers	110.86	4	$62,000	$103,596	$50,000
East Athens Development Corporation (EADC)*	Youth Economic Development Program	110.71	5	$30,000	$50,000	$30,000

WeeCare, Inc. (dba Upwards)	Business Operation & Optimization Support Tools (BOOST) Program	97.71	6	N/A	$144,000	$0
			Total	**$294,000**	**$562,006**	**$262,752**

3. At the end of the fiscal year, some agencies may not have completely expended all of their allocated CDBG funds. The remaining fund balances may be reallocated to other projects or may be included as carryforward funding in the following year to continue or complete pending activities. HCD staff requests authorization to include eligible carryforward funds in FY25 subrecipient contracts if the agency's remaining project fund balance is 15% or less of the original allocation. Anything more than 15% would require an amendment to the agencies' contracts.

4. Reprogrammable funds from former CDBG grants totaling $100,000 have been included in the FY25 Public Facilities and Improvements program funding recommendations, as approved in the Annual Action Plan IV agenda.

Public Facilities and Improvements Summary						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
Salvation Army	The Center of Hope Emergency Shelter Rehab Project	121.54	1	$0	$50,000	$50,000
ACCGov Leisure Services Department	Lay Park Outdoor Basketball Court Improvements	114.54	2	$0	$173,827.69	$58,574.00
			Total	**$0**	**$223,827.69**	**$108,574**

5. To continue the application of a more strategic approach to Public Services activities, to maximize the impact on individuals/families receiving services, and to accommodate increased insurance coverage requirements for CDBG contracting, the FY25 CDBG Public Service application required a minimum threshold funding request of $30,000. All qualified applications submitted for FY25 funding included requests $30,000 or more and verified match documentation to carry out public service-eligible activities.

Public Services Summary (Eligible Applications)						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
Sparrow's Nest	Food Insecurities and Respite Assistance	130.93	1	$30,000	$30,000	$30,000
Family Promise of Athens	Homeless Prevention Program	126.21	2	$33,000	$33,600	$33,600
Advantage Behavioral Health Systems	Mainstream Benefits Specialist Program	124.00	3	$30,000	$30,000	$30,000
Ark UMOC	Common Wealth Athens Program	119.29	4	$30,000	$30,000	$30,000

Georgia Conflict Center	Restorative Justice Diversion Program	117.43	5	$0	$34,200	$30,000
ACC High School Completion Initiative, Inc.	Education Matters Program	111.86	6	$0	$50,000	$30,000
Chess and Community Conference	Project Rewire Program	110.79	7	$30,000	$46,894	$0
Young Women's Christian Organization	YWCO Summer Girls Club	109.07	8	$0	$30,000	$0
Athens Land Trust	Housing and Financial Counseling Program	106.71	9	$0	$67,800	$0
			Total	**$153,000**	**$352,494**	**$183,600**

Ineligible Public Service Applications			
Agency	**Project Name**	**Funding Requested**	**Reason for Ineligibility**
Acceptance Recovery Center, Inc.	ARC Alumni Care Transition Program	$46,208	Incomplete Application: No match documentation uploaded or provided with application.
Athens Area Diaper Bank	Diaper Distribution for LMI Families Program	$30,000	Not clearly tied to an approved ConPlan Goal or National Objective (no direct service provision)
Fresh Wind Ministry	FW Recovery Ministry Scholarship Program	$60,000	Incomplete Application: No required documentation uploaded or provided with application.
Pearl Transit Corporation	Oral Health for LMI Residents Program	$160,000	Incomplete Application: No match documentation uploaded or provided with application.

6. FY25 CDBG staff funding recommendations may reflect a decrease from former awards due to the following:
   - Decreased funding in the annual CDBG allocation received from HUD over the past three years, which has reduced the average anticipated funding for FY25.
   - Current performance measures are not being met in a timely manner, or former grant performance measures were not fully met. Current award allocations are not being expended in a timely manner, or former grant allocations were not expended, and unspent sums were recaptured by HCD as reprogrammable funds.
   - Due to regulatory requirements at 24 CFR 570.902 for timely expenditure of CDBG allocations, large amounts of funding returned to the middle line can result in a Finding from HUD for non-compliance, a potential return of unencumbered funds, and supports HUD's longstanding policy of reducing the next year's grant allocation of a grantee that continues to be untimely.

7. The programs and funding outlined in **Attachment #1**, or as modified by the Mayor and Commission, will represent the fifth Annual Action Plan of the five-year Consolidated Plan for Housing and Community Development activities.

8. The FY25 (July 1, 2024 – June 30, 2025) Annual Action Plan will be available for public review and comment for 30 days, from April 8, 2024 through May 8, 2024, on the Athens-Clarke County Government website: https://www.accgov.com/394/Housing-Community-Development; the East Athens Development Corporation and the Housing & Community Development Department office.

9. HCD staff is typically required to submit the Mayor and Commission approved FY25 HCD Annual Action Plan to HUD no later than May 17, 2024; however, CPD-24-01 (published by HUD on January 16, 2024) has issued guidance to delay AAP submission as a result of Congress not yet passing HUDs FY2024 appropriation. Upon approval of HUDs FY2024 appropriation, and after official notification from HUD of HCDs actual FY25 CDBG award, HCD will draft a Notice of Proposed Administrative Action (NOPAA) with corrected funding amounts and amended CDBG awards for approved projects. Upon approval of the NOPAA, HCD will submit its Annual Action Plan V in IDIS for HUD review and approval. Per federal statute, Annual Action Plans must be submitted no later than August 16, 2024.

10. Upon HUD's acceptance of the FY25 Annual Action Plan, HCD staff will initiate contract execution for each agency's allocated FY25 CDBG funding. HCD staff will begin implementation of Action Plan V activities by July 1, 2024.

11. These recommendations support the following ACCGov Strategic Plan Goals, Strategies, and/or initiatives:
    a. Strategy 2D: Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, nonprofit capacity building, and problem solving with connected community partners.
    b. Strategy 2E: Support diverse, innovative, and creative economy.
    c. Strategy 4A: Support home ownership by increasing opportunities for low-and middle-income people to own a home and help people retain and remain in homes.
    d. Strategy 4C: Preserve and increase the supply of affordable rental housing.
    e. Strategy 4D: Prevent and reduce homelessness by enabling supportive housing options that meet a variety of needs.
    f. Strategy 4E: Improve equitable housing opportunities in identified disinvested or underinvested areas.
    g. Strategy 4F: Provide support to tenants to improve quality of life.
    h. HCD Affordable Housing Strategic Plan
    i. HCD Strategic Plan to Reduce and Prevent Homelessness

OPTIONS:

1. Mayor and Commission:
    a. Approve the proposed FY25 Annual Action Plan V for submission to HUD, as shown in **Attachment #1**;
    b. Authorize staff to include eligible carryforward funds in FY25 subrecipient contracts if the agency's remaining project fund balance is 15% or less of the original allocation;

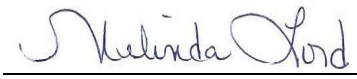
c. Authorize acceptance of the associated HUD Grant Awards; and
d. Authorize the Mayor and appropriate ACCGov staff to execute all related contracts and documents.

2. Mayor and Commission deny approval of the proposed FY25 Annual Action Plan V for submission to HUD.

3. Mayor and Commission defined option.

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

DEPARTMENT: Housing and Community Development
Prepared by: Melinda Lord



Melinda Lord,
Assistant Director

03/12/2024
Date:

ADMINISTRATIVE COMMENTS:

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



Manager

April 8, 2024
Date:

ATTACHMENTS:
Attachment #1. FY25 CDBG Funding Recommendations
Attachment #2. FY25 CDBG Funding Recommendations Summary
Attachment #3. FY25 CDBG Staff and Vision Committee Scoring and Ranking

Attachment #1

Athens-Clarke County
Housing & Community Development Department
July 1, 2024-June 30, 2025 Annual Action Plan
HUD Community Development Block Grant

CDBG Funding:
Community Development Block Grant (CDBG): $1,281,158
Reprogrammed CDBG Funds for PFI Activities: $100,000

FY25 July 1, 2024 – June 30, 2025 CDBG funded Housing and Community Development Activities:

Affordable Housing Objectives

1. Athens Area Habitat for Humanity ……$130,000.00
   Minor to moderate homeowner rehabilitation, handicap accessibility, and support for rehabilitation and new construction of affordable housing activities.
2. Athens Housing Authority……. $140,000.00
   Down payment assistance and support of affordable housing development activities.
3. Athens Land Trust ……$170,000.00
   Acquisition, homeowner down payment assistance, and support for rehabilitation and new construction of affordable housing activities.
4. Historic Athens…….....$130,000.00
   Minor to moderate homeowner occupied rehabilitation of homes 50 years or older and of historic/historic-eligible homes.

Total Affordable Housing……...$570,000.00

Microenterprise, Economic Development, and Neighborhood Revitalization Objectives

5. Athens Land Trust……. $50,000.00
   Microenterprise programs: West Broad Farmers Market and Young Urban Farmers
6. East Athens Development Corporation……...$30,000.00
   Bridging the Gap job coaching program
7. East Athens Development Corporation……...$102,752.00
   Operation One Family at a Time, providing job training and job placement assistance for certified nursing assistant, phlebotomy technician and patient care technician certification
8. East Athens Development Corporation……$30,000.00
   Partnership with Chess and Community Conference, United Community Outreach, and Cultivating a Lifetime of Legacy agencies to conduct youth economic development activities.
9. Goodwill of North Georgia...……$50,000.00
   Microenterprise training through GoodBIZ program for new and existing businesses.

Total Economic Development and Neighborhood Revitalization……...$262,752.00

Public Services Objectives—Subject to the 15% Cap

10. ACC High School Completion Initiative……$30,000.00
    Education Matters Program to provide after school job skill development training for youth.
11. Advantage Behavioral Health Systems...……$30,000.00
    Homeless Day Service Center and outreach support program to expand housing assistance programs and supportive services to individuals experiencing homelessness.
12. Family Promise of Athens……. $33,600.00
    Shelter and supportive services for homeless families
13. Georgia Conflict Center……. $30,000.00
    Restorative justice diversion program for youth.
14. Sparrow's Nest……$30,000.00
    Supportive services to individuals experiencing homelessness.
15. The Ark UMOC…….…….....$30,000.00
    Financial education, counseling, and financial products for low-income individuals

Total Public Services…… $183,600.00

Public Facilities and Improvements Objectives

16. Salvation Army…….…...$50,000.00
    Center of Hope emergency shelter rehabilitation activities.
17. ACCGov Leisure Services Department……$58,574.00
    Lay Park outdoor basketball court improvements

Total Public Facilities and Improvements……...$108,574.00

Administration and Planning

18. HCD Planning and Administration……$256,232
    (20% Cap)

Total CDBG Administration……...$256,232

Attachment #2

Athens-Clarke County Unified Government

Housing and Community Development Department Consolidated Plan

July 1, 2024 – June 30, 2025

Annual Action Plan V

Summary of FY25 CDBG Proposals

The Athens-Clarke County
Housing and Community Development Department (HCD)
375 Satula Avenue
Athens, GA 30601
706.613.3155
www.accgov.com/hcd

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The Vision Committee (Citizen Advisory Board)

The Vision Committee is a ten-member citizen advisory group that advises Housing and Community Development (HCD) staff on CDBG funding applications. Committee members are appointed by the Mayor and serve three-year terms. All Vision Committee meetings are public, livestreamed and posted on ACC's official government calendar. The Vision Committee also advises HCD staff on Consolidated Plan activities.

HCD annually evaluates CDBG applications with the Vision Committee and meets to collect comments and gain consensus once application reviews have been completed. The Vision Committee reviews equity assessments and determines the level of priority for each application, allocating up to 40 points per project while HCD staff reviews for narrative, collaborations, and capacity components, allocating up to 100 points per project. Each project application has the ability to earn up to 140 total points, and rankings for funding recommendations are based on the total points from Vision Committee and staff reviews. The Vision Committee meets publicly as a group with HCD staff to discuss annual proposals for potential funding, and HCD recommends projects and funding for Annual Action Plan activities only after meeting with the Vision Committee. CDBG funding categories include public services activities capped at 15% of each annual CDBG allocation, and 65% for housing and community development activities. The Mayor and Commission reserve the right to accept, modify, or reject staff and Vision Committee recommendations.

On May 7, 2024, the Mayor and Commission will hold a Consolidated Plan public hearing to approve Annual Action Plan V activities and funding for Fiscal Year 2025 (July 1, 2024 – June 30, 2025).

Goals and Priorities for the Consolidated Plan – July 1, 2020 through June 30, 2025

The Consolidated Plan is a five-year strategic plan that requires annual updates known as Annual Action Plans. The Annual Action Plan outlines CDBG and HOME funded projects and activities. All CDBG funded projects are required to meet a Consolidated Plan goal and National Objective.

On May 9, 2019, HCD staff initiated a series of seven focus group meetings to identify community resources and citizen concerns regarding housing and community development needs. HCD held each meeting in a different location, on a different day of the week, at a different time of day over an eight-week period. The focus groups were as follows: East Athens community, Latinx community, Hancock Corridor, Vision Committee, Elderly/Disabled, and two community wide Input meetings. Approximately 60 people participated in the community assessment meetings. Upon completion of the seven meetings, HCD staff sorted and consolidated the comments and concerns of all meeting participants into four topics: social services, business and employment services, housing related services, and community improvements. HCD drafted goals and objectives from the information gathered.

On May 20, 2019, HCD staff met with the Vision Committee to finalize proposed Consolidated Plan goals and objectives and to obtain their input.

On September 3, 2019, the Mayor and Commission approved the FY21-FY25 Consolidated Plan goals.

Consolidated Plan Goals and the CDBG Application for Funding

Following are the FY21-25 Consolidated Plan Goals as approved by the Mayor and Commission:

1. **Affordable Housing Development and Redevelopment:** To increase the amount of affordable housing for low and moderate-income Athens-Clarke County residents, and to provide access to services that help households access and maintain affordable housing.

2. **Economic Development and Workforce Development:** To promote the upward economic mobility of low and moderate-income Athens- Clarke County residents through, small business, worker-owned cooperative entrepreneurship, and workforce development support.

3. **Education and Enrichment:** To support the educational development and growth of children in Athens- Clarke County through educational, enrichment, and supportive services.

4. **Homeless Services:** To prevent and end homelessness through emergency shelter, permanent housing, prevention, street outreach, and other homeless services.

5. **Special Populations:** To enhance quality of life for individuals with mental illness, individuals with a substance use disorder, individuals with disabilities, individuals who are formerly incarcerated, and seniors.

6. **Public Infrastructure:** To foster public infrastructure improvements that improve the lives of low and moderate-income residents in Athens-Clarke County.

HCD anticipates an award of approximately **$1,381,158** in FY25 CDBG funds to begin July 1, 2024.

20% Administration cap $256,232
15% Public Services cap $192,174
65% Housing, economic development, and public facilities $832,752
Reprogrammable CDBG Funds for PFI projects……..……$100,000
Estimated FY25 CDBG $1,381,158

FY25 CDBG available for allocation: …… $1,124,926
$1,281,158 less $256,232 administration funding

Affordable Housing

The primary mission of the Athens-Clarke County Consolidated Plan for Housing is to foster and maintain affordable housing in the community. Affordable housing development and sustainability partners pursue several means of achieving this mission.

Goal: Affordable Housing Development and Redevelopment
To Increase the amount of affordable housing for low and moderate-income Athens-Clarke County residents and to provide access to services that help households access and maintain affordable housing.

Affordable Housing Application Summary						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
Historic Athens	Minor to moderate homeowner rehabilitation of homes 50 years or older and of historic/historic-eligible homes	121.00	1	$130,000	$178,250	$130,000
Athens Area Habitat for Humanity	Minor to moderate homeowner rehabilitation, handicap accessibility, and support for rehabilitation and new construction activities	117.95	2	$147,000	$175,000	$130,000
Athens Land Trust	Acquisition, downpayment assistance, and support for rehabilitation and new construction activities	110.33	3	$182,000	$382,728	$170,000
Athens Housing Authority	Down payment assistance, and support for rehabilitation and new construction activities.	108.98	4	$75,000	$441,200	$140,000
			Total	**$534,000**	**$1,177,178**	**$570,000**

FY25 CDBG Affordable Housing Proposal Summary

Agency Name: Athens Clarke Heritage Foundation (DBA Historic Athens)	
Project Name: Hands on Historic Athens (HOHA)	
Contact: Melissa Gogo, Hands on Historic Athens Coordinator	
FY24 CDBG Requested: $178,250.00	**CDBG Recommendation:** $130,000.00

Project Summary:
Historic Athens is an education and advocacy non-profit organization dedicated to celebrating and conserving the community heritage of Athens, Georgia. Hands On Historic Athens (HOHA) is an initiative of Historic Athens that completes minor to moderate repair projects on owner-occupied historic homes. Their mission is to revitalize historic homes by providing essential repair and rehabilitation services to homeowners in need, fostering a sense of pride and safety. Hands On Historic Athens represents Historic Athens' commitment to equity in historic preservation. According to the National Historic Preservation Act, a home is considered historic if it was built fifty or more years ago. A significant portion of HOHA's preservation efforts have been concentrated in the immediate downtown neighborhoods since they hold the oldest building stock in Athens. With each passing year, more homes are considered historic and become eligible for HOHA assistance.

HOHA proposes to complete rehabilitation for 20 homes in Athens-Clarke County and each project will be considered minor to moderate repairs of up to $5,000 each, including work such as roof repair/replacements, external repairs (painting, windows, siding) and internal repairs (flooring, plumbing, walls, ceilings).

HOHA is requesting CDBG funds totaling $178,250 for administrative and direct service costs to support program operations. The Historic Athens CDBG budget includes:

- $12,750.00 Administrative operating, personnel salaries and fringe benefits
- $65,500.00 Direct service personnel salaries and fringe benefits
- $70,000.00 Direct contract services
- $30,000.00 Direct operations (materials/supplies, permits and fees)

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

HOHA collaborates with the Athens Community Council on Aging, ACTION Inc., and Athens Area Habitat for Humanity. Other partners include numerous University of Georgia student groups that volunteer at multiple sites throughout the fall and spring semesters.

Performance Evaluation:

FY24 (Status from 07/01/2023 to 12/31/2023)	
Households Served: 3 out of 19 households proposed (15.7%)	
Total Funds Expended: $35,211.29 (27% out of total $130,000)	
Performance Measure	**Outcome**
Provide homeowner-occupied repairs and rehabilitation to 19 homeowners	Served 3 households with repairs (7 additional projects prepared)
Enlist volunteer labor to assist with rehab projects	HOHA staff did not complete any projects in December. Instead, staff primarily focused on getting

	projects organized and in a manageable position for the new director who was hired this month and slated to begin their role on January 8th.
Cooperate and communicate with other local housing agencies to increase understanding of types and extent of assistance offered by HOA and to improve service delivery.	HOHA has worked with Divas Who Win Freedom, Athens Worx, Habitat, and others.
FY23 (7/1/2022 to 6/30/2023)	
Households Served: 19 out of 18 households proposed (105%)	
Total Funds Expended as of 06/30/2023: $115,395 (100% out of total $115,395) **Carryforward:** No	
Grant Final Close-Out Date: 06/30/2023	
Total Funds Expended: $115,395 (100%)	**Total Funds Returned:** $0 (0%)
Performance Measure	**Outcome**
Provide homeowner-occupied repairs and rehabilitation assistance to 18 homeowners. (Focus is on historic properties, properties eligible for historic designation, and homes over 50 years old.)	Served 19 households with repairs.
Enlist volunteer labor to complete Hands On Athens rehab assistance projects, and to ensure service is provided to a maximum number of clients. (Creation and maintenance of database of over 300 volunteers)	Given that most applications received were for projects larger in scope and scale, Hands On worked with fewer volunteers in FY23 than in FY22; volunteer projects included painting homes and building front steps.
Cooperate and communicate with other local housing agencies to increase understanding of types and extent of assistance offered by HOA and to improve service delivery.	In FY23, HOHA staff communicated fairly regularly with Action, Inc., staff and regarding one particular application, Athens Area Habitat staff. HOHA staff also had a meeting in May with the ACC Sustainability staff about how to streamline efforts and avoid duplicating services. HOHA is an annual partner with ACC's MLK Day of Service.
FY22 (7/1/2021 to 6/30/2022)	
Households Served: 18 out of 18 households proposed (100%)	
Total Funds Expended as of 06/30/2022: $88,761.39 (97.5% out of total $91,000) **Carryforward:** Yes	
Grant Final Close-Out Date: 07/14/2022	
Total Funds Expended: $90,884.78 (99.9%)	**Total Funds Returned:** $115.22 (<1%)
Performance Measure	**Outcome**
Provide homeowner-occupied repairs and rehabilitation to 18 homeowners	Served 18 households with repairs
Enlist volunteer labor to assist with rehab projects	Hands on Historic Athens coordinated five weekend service days in October in which UGA volunteers assisted projects with painting.

HCD and Vision Committee Ranking: #1 (of 4)

FY25 CDBG Affordable Housing Proposal Summary

Agency Name: Athens Area Habitat for Humanity	
Project Name: ReNew Athens, BWK, & AIM (EHARP)	
Contact: Cici Mercer, Business Manager	
FY24 CDBG Requested: $175,000.00	**CDBG Recommendation:** $130,000.00

Project Summary:
The Athens Area Habitat for Humanity (AAHFH) will continue to provide homeowner occupied rehabilitation assistance to low-income Athens-Clarke County residents. The BWK and AIM projects include critical home repairs, and modifications to the home to increase accessibility with ramps and handrails. In addition, AAHFH anticipates renovating or building two homes through their homeownership program for pre-qualified, low-income homeowners and will continue to manage its Renew Athens affordable rental program. AAHFH proposes to serve 10 households while managing 51 existing affordable rentals in Athens-Clarke County. AAHFH plans to add to the number of affordable units by increasing the following:

- Complete 4 BWK critical home repairs for low-income ACC homeowners
- Complete 4 AIM accessibility projects for low-income ACC homeowners
- Continue to maintain 95-100% occupancy managing 51 affordable rental units
- Complete 2 homes for prequalified homebuyers

AAHFH is requesting CDBG funds totaling $175,000 for administrative and direct service costs to support program operations. The AAHFH CDBG budget includes:

- $24,640.00 Administrative operating, personnel salaries and fringe benefits
- $110,260.00 Direct service personnel salaries and fringe benefits
- $30,000.00 Contract Services
- $10,100.00 Materials/Supplies

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

AAHFH collaborates with Lydia Place, Athens Area Homeless Shelter, Project Safe, Family Promise of Athens, Advantage Behavioral and the Veterans' Administration for referrals of Athens-Clarke County residents in need of affordable rental housing.

Performance Evaluation:

FY24 (Status from 07/01/2023 to 12/31/2023)	
Households Served: 3 out of 8 households proposed (38%)	
Total Funds Expended: $82,965.80 (56% out of total $147,000)	
Performance Measure	**Outcome**
Complete critical repairs (BWK) for low-income Athens-Clarke County homeowners in order to promote safe living environments. *(Serve minimum of 3 residents)*	As of October 2023 reporting, no repairs completed for BWK.
Complete EHARP accessibility projects for low-income Athens-Clarke County homeowner to promote aging in place for low-income homeowners. *(Serve minimum 3 residents)*	As of October 2023 reporting, no projects completed for EHARP.

Continue to maintain 95-100% occupancy of current inventory of 53 rental units to provide decent, safe, and affordable rentals for low-income Athens-Clarke County residents.	51 of the 53 rental units are currently occupied.
Complete (issuance of Certificate of Occupancy) 2 homes for pre-qualified homeowners to increase affordable homeownership stock for low-income individuals and families.	Completed 1 out of 5 properties.
FY23 (7/1/2022 to 6/30/2023)	
Households Served: 13 out of 13 households proposed (100%)	
Total Funds Expended as of 06/30/2023: $150,095.75 (96.8% out of total $155,000) **Carryforward:** No	
Grant Final Close-Out Date: 06/30/2023	
Total Funds Expended: $150,095.75 (96.8%)	**Total Funds Returned:** $4,904.25 (3.2%)
Performance Measure	**Outcome**
Promote affordable housing activities to benefit households whose income falls at or below 80% AMI for ACC. *(Serve existing tenants and 13 households)*	Maintained a 95% occupancy of 49 rentals. Added 4 new tenant households and completed 8 BWK or EHARP projects.
Complete BWK emergency home repair service for 4 households.	Completed 4 home repairs through BWK.
Complete EHARP accessibility projects for 4 households.	Completed 4 ramps or accessibility-related projects.
Renovate 3 rental units for AH Rental Program to increase available affordable units.	Renovated and leased 3 new rentals on Magnolia Terrace.
Continue maintenance and upkeep of current inventory of 46 rental units and maintain 95% to 100% occupancy rate to provide decent, safe, and affordable housing.	Continued maintenance and a 95% occupancy rate for 46 existing rentals in addition to 3 new rental units.
Homeownership program to increase affordable housing stock for LM households. Add 2 homes with certificates of occupancy for pre-qualified homebuyers.	Completed renovation of 1 home.
FY22 (7/1/2021 to 6/30/2022)	
Households Served: 14 out of 20 households proposed (70%)	
Total Funds Expended as of 06/30/2022: $172,084 (89% out of total $192,500) **Carryforward:** Yes	
Grant Close-Out: 11/18/2022	
Total Funds Expended: $190,325.21 (98.9%)	**Total Funds Returned:** $2,174.79 (1.1%)
Performance Measure	**Outcome**
Promote affordable housing activities to benefit individuals and families whose income falls at or below 80% of the area median income for Athens- Clarke County. Habitat expects to serve tenants and 34 people. *(Serve minimum 17 households)*	Maintained 95% occupancy of 45 rentals.
Complete BWK emergency home repair services for low-income homeowners. *(12 projected housing units)*	Completed 9 critical home repairs.

Complete EHARP accessibility projects for low-income homeowners. *(5 projected housing units)*	Completed 2 ramp or accessibility-related projects.
Renovate rental units for Affordable Rental Program to increase available units to low-income ACC residents. *(1 or more projected housing unit(s))*	Completed rehabilitation of 1 home.
Continue Maintenance and upkeep and maintain 95-100% occupancy of the current inventory of 45 rental units to provide decent, safe and affordable rental units.	95% occupancy rate with 15% of time spent on maintenance and upkeep.
Add rental units to existing inventory, increasing total from 45 to 46. *(1 projected rental housing unit)*	Added 1 unit to rental inventory, bringing it to a total of 46 units.
Homeownership program: increase affordable housing stock by adding newly constructed homes with certificates of occupancy. *(4 projected housing units)*	Completed 2 new homes for 2 new homeowners.

HCD and Vision Committee Ranking: #2 (of 4)

FY25 CDBG Affordable Housing Proposal Summary

Agency Name: Athens Land Trust	
Project Name: Affordable Housing Program	
Contact: Chadsity Young, Affordable Housing Director	
FY24 CDBG Requested: $382,728.00	**CDBG Recommendation:** $170,000.00

Project Summary:
The goal of Athens Land Trust is to increase the stock and availability of high quality, affordable housing for low -to-moderate income people in Athens-Clarke County. Using the community land trust model that ensures owner-occupancy and perpetual affordability, ALT builds and rehabilitates single and multi-family homes in historically under-resourced neighborhoods in Athens Clarke County.

ALT is proposing to use CDBG funding to support HOME Program grant awarded activities, including increasing 1-2 lots for future housing development, executing 8 new leases on affordable rental homes, serving 5 households earning less than 50% of the AMI, increasing awareness of housing needs and availability of affordable housing options by hosting twice monthly Affordable Housing information sessions serving 90 attendees, working with 42 households with applications to purchase or rent a home through ALT, assisting and responding to 255 phone and walk -in inquires for potential clients seeking information about housing options in Athens, maintaining and managing their existing affordable housing portfolio (support to 102 renter households and 64 households that have purchased a ALT home), and reducing barriers to homeownership by providing 5 families with down payment or closing cost assistance. ALT proposes to serve 56 new households with stable affordable housing while managing existing affordable units in Athens-Clarke County.

ALT is requesting CDBG funds totaling $382,728 for administrative and direct service costs to support program operations. The ALT CDBG budget includes:

- $76,089.00 Administrative operating, staff salaries and fringe benefits
- $242,989.00 Direct service staff salaries and fringe benefits
- $23,650.00 Direct service operations (materials/supplies, other)
- $15,000.00 Acquisition
- $25,000.00 Down payment assistance

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

ALT collaborates with Athens Housing Authority for referrals and education of potential clients, as well as property acquisition through friendly voluntary condemnation; First American Bank and Capital City Home Loans provide a mortgage program designed for Athens Land Trust clients.

Performance Evaluation:

FY24 (Status from 07/01/2023 to 12/31/2023)	
Households Served: 208 out of 462 households proposed (45%)	
Total Funds Expended: $18,028.15 (9.91% out of total $182,000)	
Performance Measure	**Outcome**
Increase the number of available lots for affordable housing development and increase the stock of available affordable housing units.	No new properties have been acquired YTD.

(1 lot/unit acquired for future development)	
Reduce the barriers to homeownership by providing down payment assistance to 3 families and attending 8 committee or work group meetings.	2 households have received DPA totaling $9500.
Increase the stock of available affordable housing units. (7 new units developed/ constructed, facilitate 5 home closings, 5 new rental leases)	Infrastructure phase of Dublin is complete. Construction of 8 single-family homes for purchasing through home-buyers program has begun.
Increase the awareness and understanding of housing needs and available affordable housing options in Athens. (10 new AH applications, 18 new rental applications, respond to 170 AH inquiries, 60 info sessions attendees, attend 4 community meetings)	11 registered for affordable housing sessions, 3 attended. Responded to 206 inquiries about affordable housing as of October 2023.
Maintain and manage the permanent affordability of 106 rental units and 68 single-family properties.	ALT maintains the affordability for 96 apartments at Fourth Street Village, 66 units at ATLAS, 4 units at 853 Reese St., and 6 apartments at 804 and 806 Waddell Street, and provide support to 68 single family homes under homeownership or lease-purchase agreements.
FY23 (7/1/2022 to 6/30/2023)	
Households Served: 641 out of 434 households proposed (147%)	
Total Funds Expended as of 06/30/2023: $190,00.00 (100% out of total $190,000.00) **Carryforward:** No	
Grant Final Close-Out Date: 06/30/2023	
Total Funds Expended: $190,000.00 (100%)	**Total Funds Returned:** $0 (0%)
Performance Measure	**Outcome**
Increase the number of available lots for affordable housing development and increase the stock of available affordable housing units. (1 lot/unit acquired for future development)	No new properties were acquired with CDBG funding by grant closeout. 2 properties were acquired with non-federal funding.
Reduce the barriers to homeownership by providing downpayment/closing cost assistance to 3 families and attending 8 committee or work group meetings	Two clients received down payment assistance during this fiscal year totaling $6,000.00 in CDBG.
Increase the stock of available affordable housing units. (6 new units developed/constructed))	Reese Street rental units were completed and fully leased (4 single units). Rehab activities began for 863 and 883 Reese Street and ALT entered into a workforce housing project with ATLAS, yielding 66 AH units in East Athens. 7 housing units are currently under construction at Dublin Street.
Increase the awareness and understanding of housing needs and available affordable housing options in Athens. (10 new AH applications, 18 new rental applications, respond to 170 AH inquiries, 60 info sessions attendees, attend 4 community meetings)	ALT supported 633 household inquiries (calls, emails, information sessions), attended numerous community meetings, and accepted over 28 new rental and housing applications.
Maintain and manage the permanent affordability of rental units and single-family properties.	ALT maintains affordability for 96 apartments at Fourth Street Village and 6 apartments at 804 and 806 Waddell Street.
FY22 (7/1/2021 to 6/30/2022)	
Households Served: 503 out of 281 households proposed (179%)	

Total Funds Expended as of 06/30/2022: $186,381.77 (96% out of total $195,000) **Carryforward:** Yes	
Grant Close-Out: 11/17/2022	
Total Funds Expended: $186,381.77 (96 %)	**Total Funds Returned:** $8,618.23 (4%)
Performance Measure	**Outcome**
Increase the number of available lots for affordable housing development and increase the stock of available affordable housing units (1 lot/unit acquired for future development	No new properties were acquired.
Provide downpayment/closing cost assistance to 3 families	Two families received DPA totaling $4000.00
Increase the stock of available affordable housing units. (3-5 new units developed/ constructed)	Demolition at 874 and 876 Waddell Street is complete and land is prepared for new construction.
Increase the awareness and understanding of housing needs and available affordable housing options	ALT received ongoing inquiries for available affordable housing and residents are able to register for information sessions.
Maintain and manage the permanent affordability of rental units and single-family properties.	ALT maintained affordability for 96 apartments at Fourth Street Village and 6 apartments at 804 and 806 Waddell Street.

HCD and Vision Committee Ranking: #3 (of 4)

FY25 CDBG Affordable Housing Proposal Summary

Agency Name: Athens Housing Authority (AHA)	
Project Name: ACT I Homes Program	
Contact: Rachel Deal, Housing Programs Manager	
FY24 CDBG Requested: $441,200.00	**CDBG Recommendation:** $140,000.00

Project Summary:
The Athens Housing Authority (AHA) is a quasi-governmental entity in charge of public housing in Athens-Clarke County. AHA's mission is to provide secure, affordable, quality housing and resources, which encourage and sustain independence for wage earners, elderly, and families.

The ACT I Homes program will continue to address affordable housing development by offering down payment assistance to eligible homebuyers for single-family housing. AHA offers housing opportunities to low-income households, and the ACT I Homes program specifically provides low-income households, financially unable to afford to own a house on their own, the opportunity to achieve and experience homeownership. AHA is proposing to expand its services for the future development of affordable single-family housing by offering down payment assistance with CDBG funds. AHA proposes to serve 4 new households in Athens-Clarke County with down payment assistance and 77 new households by providing access to mainstream services. In addition, AHA will maintain existing homeowner status through verifying occupancy and homestead exemption and continue to maintain previously acquired properties for future single-family development.

AHA is requesting CDBG funds totaling $441,200 for administrative and direct service costs to support program operations. The AHA CDBG budget includes:

- $45,200.00 Administrative personnel salary and fringe benefits
- $65,500.00 Direct service personnel salary and fringe benefits
- $30,000.00 Direct contract services
- $300,000.00 Direct down payment assistance
- $500.00 Direct permits and fees

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing Development and Redevelopment

AHA collaborates with Athens Land Trust to offer first time homebuyer courses and one-on-one housing counseling courses. Over 30 households have completed either one or both of the courses and are ready to move forward in the purchase of one of AHA's ACT I Homes.

Performance Evaluation:

FY24 (Status from 07/01/2023 to 12/31/2023)	
Households Served: 45 out of 88 households proposed (51%)	
Total Funds Expended: $7,917.87 (10.56% out of total $75,000)	
Performance Measure	**Outcome**
Acquire 1 residential property: 1 lot with a dilapidated structure and/or 1 vacant lot. Lot(s) will be used for future affordable housing development(s).	0/1 - In the process of acquiring a piece of property on the East Side.

Provide housing resources and access to mainstream services (housing applications, referrals for housing counseling or down payment assistance) to 75 LMI households (potential homebuyers).	AHA has provided resources and access to mainstream services to 45 of the proposed 75 households.
Provide maintenance and upkeep to previously acquired properties for future affordable housing developments. Maintain affordability by verifying occupancy and homestead exemption status for current homeowners.	AHA has not requested any funding to support maintenance activities of acquired properties, but continues to maintain them and also continues to maintain the affordability of current homebuyer units.
Disposing of Real Property: identify property for sale to be acquired with CDBG funds for related eligible costs.	AHA has not completed any disposition activities during the current grant period.
Demolish 1 dilapidated structures and maintain lot for future construction of affordable single-family house to sell to income eligible household.	AHA has not completed any demolition projects to date.
FY23 (7/1/2022 to 6/30/2023)	
Households Served: 89 out of 90 households proposed (98.9 %)	
Total Funds Expended as of 06/30/2022: $91,177.07 (60.7% out of total $150,000) **Carryforward:** Yes	
Grant Final Close-Out Date: 10/06/2023	
Total Funds Expended: $121,398 (81%)	**Total Funds Returned:** $28,602 (19%)
Performance Measure	**Outcome**
Acquire 1-2 residential properties: 1 lot with a dilapidated structure and/or 1 vacant lot. Lot(s) will be used for future affordable housing development(s).	AHA was unable to achieve this goal due to the FY23 contract not executed until May 2023.
Provide housing resources and access to mainstream services (housing applications, referrals for housing counseling or down payment assistance) to 70 LMI households (potential homebuyers).	AHA provided housing resources and access to mainstream services to 77 households.
Demolish 1-2 dilapidated structures and maintain lot for future construction of affordable single-family house to sell to income eligible household.	AHA was unable to purchase a dilapidated structure and therefore did not demolish any structures. We were unable to make any offers on properties due to not receiving our CDBG FY23 contract until May 2023.
Provide maintenance and upkeep to previously acquired properties for future affordable housing developments. Maintain affordability by verifying occupancy and homestead exemption status for current homeowners.	AHA provided upkeep and maintenance to all previously acquired properties. AHA verified occupancy/homestead exemption for all 12 owners still within affordability periods
FY22 (7/1/2021 to 6/30/2022)	
Households Served: 92 out of 67 households proposed (137 %)	
Total Funds Expended as of 06/30/2021: $90,707.51 (55.6% out of a total $163,000) **Carryforward:** Yes	
Grant Close-Out: 10/18/2022	
Total Funds Expended: $98,000 (60%)	**Total Funds Returned:** $65,000 (40%)
Performance Measure	**Outcome**
Acquire 1-2 residential properties: 1 lot with a dilapidated structure and/or 1 vacant lot	1 property acquired

Disposition of Real Property: Identify property for sale to be acquired with CDBG funds for related eligible costs.	Purchased for, and deeded to, Athens Land Trust at no cost to ALT
Demolish 1-2 dilapidated structure for future affordable housing development.	0 structures demolished
Provide 65 mainstream services to new potential homebuyers	90 households provided housing resources and access to mainstream services

HCD and Vision Committee Ranking: #4 (of 4)

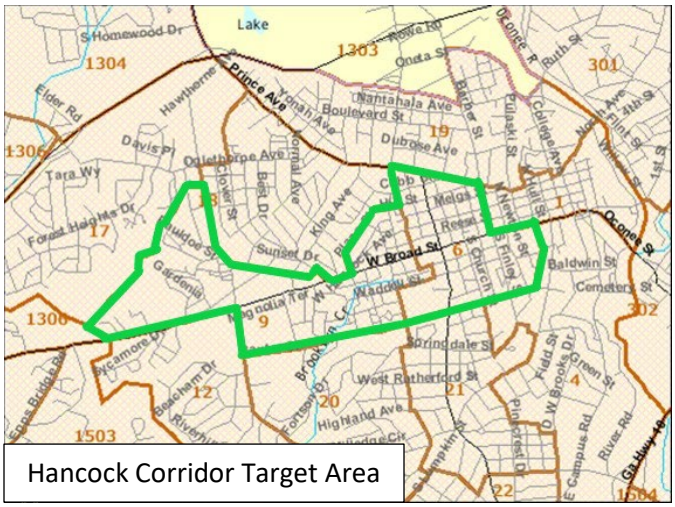
Economic Development & Neighborhood Revitalization

Economic Development & Neighborhood Revitalization Goals

Goal: Economic Development and Workforce Development
To promote the upward economic mobility of low and moderate-income Athens-Clarke County residents through small business, worker owned cooperatives, entrepreneurship, and workforce development support.



East Athens Target Area



Hancock Corridor Target Area

Athens-Clarke County makes resources available to address economic development and neighborhood revitalization goals in East Athens and in the Hancock Corridor.

Neighborhood revitalization projects include activities of sufficient size and scope to have an impact on the decline of a geographic location. The public services delivered by certain agencies are for the benefit of the residents of Census Tracts 301, 302, 6, and 9.

These Neighborhood Revitalization Strategic Plans were developed through grass-roots efforts, approved by the Mayor and Commission, and authorized by HUD at 24 CFR 570.205.

These strategies allow ACC to fund public services activities carried out by a Community Based Development Organization (CBDO) in neighborhood revitalization areas using CDBG funds, which are not subject to the 15% public services cap.

Community Economic Development and Neighborhood Revitalization Summary						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
EADC: Innovative Health Care Institute*****	Operation One Family at a Time: Healthcare Training Program	123.90	1	$112,000	$150,000	$102,752
East Athens Development Corporation (EADC)*****	Bridging the Gap Job Coaching Program	111.62	2	$30,000	$50,000	$30,000
Goodwill of North Georgia	Microenterprise Training: GoodBiz Program	111.33	3	$60,000	$64,410	$50,000
Athens Land Trust	Microenterprise Programs: West Broad Farmer's Market and Young Urban Farmers	110.86	4	$62,000	$103,596	$50,000
East Athens Development Corporation (EADC)*****	Youth Economic Development Program	110.71	5	$30,000	$50,000	$30,000
WeeCare, Inc. (dba Upwards)	Business Operation & Optimization Support Tools (BOOST) Program	97.71	6	N/A	$144,000	$0
			Total	**$294,000**	**$562,006**	**$262,752**

NOTE: Job-training and Neighborhood Revitalization are eligible economic development activities *as a public service* as long as it directly addresses the priority goal. Funding is eligible under Economic Development due to agency's status as a Community-Based Development Organization (CBDO).
*** Agency may receive funding beyond the 15% public services cap due to the HUD approved Neighborhood Revitalization Plan for East Athens and the Hancock Corridor**.

FY25 CDBG Economic Development Proposal Summary

Agency Name: East Athens Development Corporation	
Project Name: Operation One Family at a Time	
Contact: Diane E. Dunston, M.D., Board President	
CDBG Requested: $150,000.00	**CDBG Recommendation:** $102,752.00

Project Summary:
The East Athens Development Corporation (EADC) is a Community Based Development Organization (CBDO) charged with providing neighborhood revitalization and economic development services and programs to the residents of census tracts 301 and 302 in East Athens.

"Operation One Family at a Time" is a healthcare training and employment initiative which developed from a partnership between EADC and Innovative Healthcare Institute, LLC (IHCI). EADC proposes to continue the Operation One Family at a time program, adding Licensed Practical Nurse (LPN) training to supplement the existing courses offered, including Medical Assistant (MA), Certified Nursing Assistant (CNA), Phlebotomy Technician (blood draw), Patient Care Technician or EKG Technician. These programs will use a hybrid training model, occurring online and at the office of IHCI, located in East Athens. IHCI has certification by the State of Georgia to provide this training and will fill the role of consultant for EADC, serving 50 individuals from low-to-moderate income families.

EADC: IHCI is requesting CDBG funds totaling $150,000 to administrative and direct services costs to support program operations. The EADC: IHCI CDBG budget includes:

- $20,000.00 Administrative operating, personnel salaries and fringe benefits
- $100,000.00 Direct personnel salaries and fringe benefits
- $24,000.00 Direct service healthcare materials/supplies
- $6,000.00 Direct service other (permits and fees)

The Consolidated Plan Goal this program addresses is Goal 2: Economic Development and Workforce Development

EADC and IHCI collaborates with the Clarke County School District, Goodwill of Northeast Georgia, Athens Area Chamber of Commerce, The Department of Labor, The UGA School of Social Work, UGA student volunteers from the "Doctors Without Borders" program, St. Mary's Healthcare Systems, and Piedmont Athens Regional.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 16 out of 60 individuals proposed (26.6%)	
Total Funds Expended: $31,777.94 (28.3% out of total $112,000.00)	
Performance Measure	**Outcome**
CNA: Will enroll & train LMI Individuals in a 4-week (92 hours) Certified Nursing Assistant (CNA) job training & certificate program. *(25 Students)*	YTD 4 Individuals enrolled in program. (16%)
CNA: 80% of the students will graduate and complete CNA training. *(18 Individuals)*	YTD 2 students have completed the program. (11%)

CNA: 90% of graduates will pass the test and receive their CNA certification and secure employment *(22 Individuals)*	No students have taken the exam, but this is due to the mandatory waiting period. Students will use this time to prepare for the exam.
Phlebotomy: Will enroll & train LMI individuals in a 4-week (40 hours) Phlebotomy Technology Training job training and certificate program *(25 Students)*	YTD 4 students have enrolled in the program. (16%)
Phlebotomy: 80% of the students will graduate & complete the Phlebotomy Tech Training. *(18 Individuals)*	YTD 2 students have completed the program. (11%)
Phlebotomy: 90% of the graduates will pass the test & receive their Phlebotomy Tech certification and secure employment. *(22 Individuals)*	1 student has become certified as a phlebotomist. (5%)
Patient Care & Technology/EKG: Will enroll & train LMI individuals in a 12-week (PCT) or 5-week (EKG) training & certification program. *(5 Individuals)*	YTD 1 student has enrolled in the program. (20%)
Patient Care & Technology/EKG: 80% of the students will successfully complete the program and become certified and employed. *(4 Individuals)*	1 student currently in training. (0%)
Medical Assistant: Will enroll and train LMI individuals in a 24-week course for Medical Assistant training and certification program (which included 160 hours of internship) *(5 individuals)*	YTD 4 students have enrolled in the program. (80%)
Medical Assistant: 80% of the students will successfully complete the program and become a certified medical assistant and will secure employment. *(4 Individuals)*	1 student has completed the program and is working towards certification. (25%)
FY23 (7/1/2022 to 6/30/2023)	
Individuals Served: 30 out of 55 individuals proposed (54.5%)	
Funds Expended as of 06/30/2023: $92,071.82 (92.1% out of total $100,000) **Carryforward:** Yes	
Grant Close-Out Date: 09/14/2023	
Total Funds Expended: $98,059.14 (98.1%)	**Total Funds Returned:** $1,940.86 (1.9%)
Performance Measure	**Outcome**
CNA: Will train 20 LMI individuals in a 4-week (92 hours) Certified Nursing Assistant (CNA) job training and certificate program.	22 students were trained in the certified nursing assistant program. (110%)
CNA: 80% of students (16) will graduate and successfully complete the Certified Nursing Assistant (CNA) program.	18 students successfully completed the training program. (113%)
Phlebotomy: Will train 30 LMI individuals in a 4-week (40 hours) Phlebotomy Technology job training and certificate program.	7 Students successfully completed the training. (23%)
Phlebotomy: 80% of students (24) will graduate and successfully complete the Phlebotomy training program.	7 Students successfully completed the training. (29%)

Patient Care Tech: Will train 5 LMI individuals as a Patient Care Technicians.	1 Student enrolled in the PCT program. (20%)
Patient Care Tech: 80% of the students (4) will successfully complete the Patient Care Tech training program.	The student is expected to successfully complete the PCT program at the end of July 2023. (0%)
90% of graduates of IHCI will become certified in their fields of study *(40 students)*	85% of all students were certified in their field of study. (17 students) *12 CNA students and 5 Phlebotomy Tech students*
90% of Certified graduates will gain employment in their fields of study *(36 students)*	39% (14 Students) gained employment in their fields of study.
FY22 (7/1/2021 to 6/30/2022)	
Individuals Served: 47 out of 45 individuals proposed (104%)	
Total Funds Expended as of 06/30/2022: $90,000 (100% out of total $90,000) **Carryforward:** No	
Grant Close-Out: 06/30/2022	
Total Funds Expended: $90,000 (100%)	**Total Funds Returned:** $0 (0%)
Performance Measure	**Outcome**
CNA: Will train 16 LMI individuals in a 4-week (92 hours) Certified Nursing Assistant (CNA) job training and certificate program.	20 students enrolled in the CNA program. (125%)
CNA: 13 students (81% of 16) will graduate and successfully complete the Certified Nursing Assistant (CNA) program.	15 students from the targeted area have completed the CNA program. (115%)
Phlebotomy: Will train 25 LMI individuals in a 4-week (40 hours) Phlebotomy Technology job training and certificate program.	8 students have enrolled in the Phlebotomy Tech program. (32%)
Phlebotomy: 20 students (80% of 25) will graduate and successfully complete the Phlebotomy training program.	8 students have successfully graduated from the Phlebotomy training program and became certified phlebotomists. (40%)
Patient Care Tech: Will train 4 LMI individuals in a 12-week (120 hours) Patient Care Technician job training and certificate program.	5 students are enrolled in the PCT program. (125%)
Patient Care Tech: 3 students (75% of 4) will graduate and successfully complete the Patient Care Technician training program.	3 PCT student completed the PCT program. (100%)
36 graduate students (90%) of IHCI will become certified in their fields of study.	13 graduates gained State certification in their fields of study. 4 certified Nursing Assistants, 8 certified Phlebotomists and 1 certified Patient Care technician. (36%)
32 Certified graduates (90% of 36) will gain employment in their fields of study.	12 certified graduates gain employment in their fields. (38%)

HCD and Vision Committee Ranking: #1 (of 6)

FY25 CDBG Economic Development Proposal Summary

Agency Name: East Athens Development Corporation (EADC)	
Project Name: "Bridging the Gap" Job Coaching Program	
Contact: Fred Smith, Sr., Executive Director	
CDBG Requested: $50,000.00	**CDBG Recommendation:** $30,000.00

Project Summary:
The East Athens Development Corporation (EADC) is a Community Based Development Organization (CBDO) charged with providing neighborhood revitalization and economic development services and programs to the residents of census tracts 301 and 302 East Athens.

EADC, through its Job Coaching "Bridging the Gap" Program, will provide job coaching services to assist twenty-five low-income residents in Athens Clarke County to enter into the workforce. Individuals served will be 16 years or older from low to moderate income households within census tracts 301 and 302 who are unemployed or underemployed but actively seeking to find full-time work. EADC is proposing an initial assessment to determine if interested individuals meet all requirements and can fulfill the 6-module curriculum that will be conducted. The program length will be 8 weeks from initial assessment through job search (1-4 weeks). In addition, EADC will host an ongoing computer lab within EADC's office for use by the participants of the program. Program participants will be paired with a mentor to support them in securing employment and post-employment case management provided for up to six months.

EADC is requesting CDBG funds totaling $50,000 for administrative and direct costs to support program activities. The EADC CDBG budget includes:

- $9,000.00 Administrative operating costs, personnel salaries and fringe benefits
- $30,500.00 Direct personnel salary and fringe benefits
- $3,500.00 Direct contract services/professional consultants
- $7,000.00 Direct materials and workbooks supplies

The Consolidated Plan Goal this program addresses is Goal 2: Economic Development and Workforce Development

EADC collaborates with the Athens Area Chamber of Commerce to provide the most recent database of job openings. EADC works with other workforce development entities to include Northeast Georgia Regional Commission (Workforce Development Board), Goodwill of NA and Express Employment Professionals.

Performance Evaluation:

FY24 (Status from 07/01/2023 to 12/31/2023)	
Households Served: 4 out of 30 individuals proposed (13.3%)	
Total Funds Expended: $10,308 (34.4% out of total $30,000)	
Performance Measure	**Outcome**
Serve (recruit, pre-screen, and enroll) a minimum of 30 individuals from low-income households from the target area for job coaching and employment assistance.	4 individuals have been enrolled in the Job Coaching Program from the target area. (13%)

75% of the individuals served will have a resume and interview for employment. (22 individuals)	4 individuals have created and completed a competitive resume to apply for employment. (18%)
90% of participants will take advantage of Group Counseling sessions, weekly seminars and Individual Counseling sessions. (27 Individuals)	4 individuals have participated in group counseling sessions and seminars (15%)
75% of the participants will attend a Job and Resource Fair. (22 Individuals)	4 individuals have attended job fairs. (18%)
75% of the individuals served will interview and gain full time employment. (22 Individuals)	0 individuals have met this goal. (0%)
FY23 (7/1/2022 to 6/30/2023)	
Individuals Served: 52 out of 25 individuals proposed (208%)	
Total Funds Expended as of 06/30/2023: $29,999.71 (99.9% out of total $30,000) **Carryforward:** No	
Grant Close-Out: 06/30/2023	
Total Funds Expended: $29,99.71 (99.9%)	**Total Funds Returned:** $0.29 (0.01%)
Performance Measure	**Outcome**
Serve (recruit, pre-screen, and enroll) a minimum of 30 individuals from low-income households from the target area for job coaching and employment assistance.	52 individuals have been enrolled in the Job Coaching Program. (173%)
80% will have a resume and interview for employment. (16 total)	24 individuals interviewed for employment. (150%)
90% of participants who gain employment will receive positive job evals and retain employment.	16 individuals have received positive evals. (34%)
75% of the individuals served will interview and gain full time employment.	16 individuals have interviewed and gained full time employment. (41%)

HCD and Vision Committee Ranking: #2 (of 6)

FY25 CDBG Economic Development Proposal Summary

Agency Name: Goodwill of North Georgia	
Project Name: GoodBIZ Microenterprise Program	
Contact: Jeremy Smith, Regional Manager	
CDBG Requested: $64,410.00	**CDBG Recommendation:** $50,000.00

Project Summary:
Since 1996, Goodwill of North Georgia has provided microenterprise training and services for new entrepreneurs, small business start-ups, and existing business owners to aid in reaching their goal of successful small businesses.

The GoodBIZ program encourages the development of new microenterprises and supports existing businesses by providing technical assistance, business plan development, and coaching necessary to achieve business success. The program's goals are to help underserved populations achieve economic self-sufficiency through self-employment ventures and subsequently create additional jobs for low-to-moderate-income residents in Athens-Clarke County. Microbusinesses can be vital for income and wealth creation in underserved communities. GoodBIZ is the only comprehensive micro-entrepreneurship training program offered in Athens-Clarke County, and the program combines intensive training with individualized business coaching and supportive services. Goodwill will continue to provide free of charge services to all enrolled GoodBIZ participants. The GoodBIZ program will provide 27 low-to-moderate income participants with microenterprise support in the form of job coaching, business development planning, and technical assistance. These opportunities will be for aspiring entrepreneurs and existing micro-business owners.

Goodwill is requesting CDBG funds totaling $74,065 administrative and direct service costs to support program operations. The Goodwill CDBG budget includes:

- $9,770.00 Administrative operating costs, personnel salaries and fringe benefits
- $32,625.00 Direct personnel salaries and fringe benefits
- $11,215.00 Contract services, professional consultants, permits and fees
- $10,800.00 Direct client services

The Consolidated Plan Goal this program addresses is Goal 2: Economic Development and Workforce Development

Goodwill collaborates with several community partners to generate referrals, leverage community resources, and expand outreach efforts including Peer Lead Recovery, Athens Land Trust, DOL, DHS, DFCS, DOT and Food Bank of Northeast Georgia. Goodwill seek out opportunities to work with Athens Land Trust, Athensmade, and the Athens Chamber of Commerce, to identify any specialized training that is needed in the expanded curriculum.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 17 out of 27 individuals proposed (62.9%)	
Total Funds Expended: $10,371.09 (17.2% out of total $60,000)	
Performance Measure	**Outcome**

Recruit and enroll LMI persons interested in starting a new microenterprise business. (14 individuals)	17 individuals interested in starting a new microenterprise business were enrolled. 10 completed the class.
New clients will be provided 60 hours of classroom instruction (13 students)	10 clients have received 60 hours of instruction
Individuals enrolled in GoodBiz will start a new business within 90 days of completing the program and begin drawing a personal salary. (9 Individuals)	10 individuals enrolled have begun this process
Recruit and enroll LMI persons who are existing small business owners. (14 Individuals)	0 served to date. Service will begin in the spring.
Existing business owners will be provided 10 hours of classroom instruction (14 Individuals)	0 served to date. Service will begin in the spring.
Existing business owners will be provided 154 hours of one-on-one business coaching (6 Minimum Hours Each). (14 Individuals)	0 served to date. Service will begin in the spring.
Existing microenterprise owners who enroll in GoodBiz will see revenue growth within 90 days of completing the program. (8 Individuals)	0 served to date. Service will begin in the spring.
20% of the microenterprises with revenue growth will be able to hire a new employee within 9 months of completing the program. (2 Individuals)	0 served to date. Service will begin in the spring.
FY23 (7/1/2022 to 6/30/2023)	
Individuals Served: 25 out of 28 individuals proposed (89.3%)	
Total Expended as of 06/30/2023: $57,955.43 (92.7% of $62,500)	**Carryforward:** Yes
Grant Close-Out Date: 09/18/2023	
Total Funds Expended: $62,478.45 (99.9%)	**Total Funds Returned:** $21.55 (0.01%)
Performance Measure	**Outcome**
Recruit and enroll 14 LMI persons interested in starting a new business	Recruited 18 LMI individuals interested in started a new business.
13 new clients will be provided 60 hours of classroom instruction	13 individuals were provided at least 60 hours of classroom instruction
13 new clients will be provided 154 hours of one-on-one business coaching. (6 minimum hours each)	8 of those new clients took advantage of the one-on-one business coaching for a minimum of 6 hours each
9 individuals enrolled in GoodBiz will start a new business within 90 days of completing the program and begin drawing a personal salary	8 of our graduates started businesses after the completion of the class. Out of the 8 businesses, 2 have started paying themselves.
Recruit and enroll 14 LMI persons who are existing business small business owners.	14 LMI existing small business owners recruited, but only 8 enrolled.
14 existing business owners will be provided 10 hours of classroom instruction	6 individuals received at least 10 hours of classroom instruction.
14 existing business owners will be provided 154 hours of one-on-one business coaching. (6 minimum hours each)	1 existing business owner was provided at least 6 hours of one-on-one business coaching.

8 existing microenterprise owners who enroll in GoodBiz will see revenue growth within 90 days of completing the program.	We will continue to monitor revenue growth as the final cohort completed class on June 30th, 2023
20% of the microenterprises with revenue growth will be able to hire a new employee within 9 months of completing the program.	None of the individuals have been able to hire employees yet. However, 2 of the businesses were able to take on interns.
FY22 (7/1/2021 to 6/30/2022)	
Individuals Served: 28 out of 30 individuals proposed (93.3%)	
Total Funds Expended as of 06/30/2020: $52,159.22 (80.2% of total $65,000) **Carryforward:** Yes	
Grant Close-Out: 12/08/2022	
Total Funds Expended: $62,846.03 (96.6%)	**Total Funds Returned:** $2,153.97 (3.4%)
Performance Measure	**Outcome**
Recruit and enroll 14 LMI persons interested in starting a new business	Recruited 18 LMI individuals interested in started a new business.
13 new clients will be provided 60 hours of classroom instruction.	15 of those individuals were provided at least 60 hours of classroom instruction
13 new clients will be provided 154 hours of one-on-one business coaching. (6 minimum hours each)	13 of those new clients took advantage of the one-on-one business coaching.
9 individuals enrolled in GoodBiz will start a new business within 90 days of completing the program and begin drawing a personal salary.	9 individuals started their own business. We have not been able to successfully track if these individuals have started to draw a salary yet. We will continue to track this information.
Recruit and enroll 14 LMI persons who are existing business small business owners.	14 LMI existing small business owners enrolled. 15 New businesses assisted: 13 existing businesses, 4 New jobs assisted
14 existing business owners will be provided 10 hours of classroom instruction.	All 14 individuals received at least 10 hours of classroom instruction.
14 existing business owners will be provided 154 hours of one-on-one business coaching. (6 minimum hours each)	9 LMI Business owners had access to a minimum of 6 hours of one-on-one business coaching.
8 existing microenterprise owners who enroll in GoodBiz will see revenue growth within 90 days of completing the program.	3 existing microenterprise owners were able to see revenue growth.
20% of the microenterprises with revenue growth will be able to hire a new employee within 9 months of completing the program.	1 business was able to hire an employee on a part time basis. 2 other businesses were able to hire individuals to complete specific projects.

HCD and Vision Committee Ranking: #3 (of 6)

FY25 CDBG Economic Development Proposal Summary

Agency Name: Athens Land Trust	
Project Name: Grow Your Business Microenterprise Program	
Contact: Heather Benham, Executive Director	
FY24 CDBG Requested: $103,596.00	**CDBG Recommendation:** $50,000.00

Project Summary:
Athens Land Trust's mission is to conserve, empower and sustain communities through responsible and visionary land use. Athens Land Trust will continue micro-enterprises programs. ALT conducts the Grow Your Business (GYB) program to provide business training sessions, individual coaching, and business topic workshops for low-to-moderate income ACC residents. The goal is to support limited resource entrepreneurs in developing sustainable, income-generating small businesses.

Athens Land Trust (ALT) will expand the West Broad Farmers Market business development program to create an entrepreneurship pathway for Athens-Clarke residents. Middle and high school students will be invited to a Youth Enterprise Showcase to highlight entrepreneurship in Clarke County Schools. The Grow Your Business (GYB) 8-week course will transition to a 10-part workshop series covering a range of business topics for limited resource microenterprise owners. Entrepreneurs could then participate as Micro-Enterprise Incubators after attending at least two of the workshops in the GYB Workshop series. Program participants will complete business plans, initiate legal compliance issues, conduct a youth enterprise showcase event, and access business technical assistance, micro-loans, and/or Athens market channels which results in new and existing micro-enterprises increasing their sales revenues.

ALT is requesting CDBG funds totaling $84,943 for administrative and direct service costs to support program activities. The ALT CDBG budget includes:

- $17,080.00 Administrative operating costs, personal salaries and fringe benefits
- $82,916.00 Direct personnel salaries and fringe benefits
- $3,600.00 Direct service materials/supplies

The Consolidated Plan Goal this program addresses is Goal 2: Economic Development and Workforce Development

ALT collaborates with the Clarke County School District, UGA Cooperative Extension, keep Athens Clean and Beautiful, the Salvation Army, State Botanical Gardens, GA Forestry Commission, Kresge Fund, and Athens Housing Authority.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 41 out of 60 individuals proposed (68.3%)	
Total Funds Expended: $1,272.07 (2.1% out of total $62,000)	
Performance Measure	**Outcome**
22 new microenterprises will complete Grow Your Business courses (6-8 weeks with 5 workshops and individual one-on-one coaching	27 vendors served through GYB course.
30 Microenterprise vendors will participate in at least one one-on-one coaching session and participate in the local market to increase annual sales revenue	6 vendors served in one-on-one sessions

24 out of 30 Microenterprises will participate in at least two different local markets (retail online market, physical market)	19 participated in at least two local markets
8 YUF participants will participate in business development and entrepreneurship classes to complete business plans and create a product or service to be sold at the market	8 youth served through YUF
FY23 (7/1/2022 to 6/30/2023)	
Individuals Served: 68 out of 60 individuals proposed (113%)	
Total Funds Expended as of 06/30/2022: $60,000 (100% out of $60,000) **Carryforward:** No	
Grant Final Close-Out Date: 06/30/2023	
Total Funds Expended: $0 (0%)	**Total Funds Returned:** $0 (0%)
Performance Measure	**Outcome**
22 new microenterprises will complete Grow Your Business courses (6-8 weeks with 5 workshops and individual one-on-one coaching	29 Grow Your Business participants, 5 workshops were held
30 Microenterprise vendors will participate in at least one one-on-one coaching session and participate in the local market to increase annual sales revenue	33 Microenterprise vendors participated in at least one coaching session and participate in one local market
24 out of 30 Microenterprises will participate in at least two different local markets (retail online market, physical market)	24 vendors total and 8 participated in at least two different markets
8 YUF participants will participate in business development and entrepreneurship classes to complete business plans and create a product or service to be sold at the market	6 YUF participants, 6 completed business plan and created and sold a product at market.
FY22 (7/1/2021 to 6/30/2022)	
Individuals Served: 58 out of 58 individuals proposed (100%)	
Total Funds Expended as of 06/30/2022: $62,000 (100% out of total $62,000) **Carryforward:** No	
Grant Close-Out: 06/30/2022	
Total Funds Expended: $62,000 (100%)	**Total Funds Returned:** $0 (0%)
Performance Measure	**Outcome**
20 new microenterprises will complete Grow Your Business courses (6-8 weeks with 5 workshops and individual one-on-one coaching	20 Grow Your Business participants, 5 workshops were held
30 Microenterprise vendors will participate in at least one one-on-one coaching session and participate in the local market to increase annual sales revenue	24 Microenterprise vendors participated in at least one coaching session and participate in one local market.
24 out of 30 Microenterprises will participate in at least two different local markets (retail online market, physical market)	30 vendors total and 8 participated in at least two different markets
8 YUF participants will participate in business development and entrepreneurship classes to complete business plans and create a product or service to be sold at the market	14 YUF participants, 8 completed business plan and created and sold a product at market.

HCD and Vision Committee Ranking: #4 (of 6)

FY25 CDBG Economic Development Proposal Summary

Agency Name: East Athens Development Corporation (EADC)	
Project Name: Youth Economic Development	
Contact: Fred Smith, Sr., Executive Director	
CDBG Requested: $50,000.00	**CDBG Recommendation:** $30,000.00.00

Project Summary:
The East Athens Development Corporation (EADC) is a Community Based Development Organization (CBDO). As a CBDO, EADC's mission includes promoting revitalization in Athens 'most economically distressed areas-Census tracts 301 and 302 (East Athens). Youth Economic Development (YED), is based on the premise that residents' preparedness, including youth preparedness, is the key to economic development and revitalization. YED focuses on preparing youth in several areas to include academic assistance; partner agencies will provide micro-business and entrepreneurial training, money management, financial literacy education, critical thinking and leadership instruction, and mentoring with emphasis on career exploration.

EADC's primary partners include Chess and Community Conference, Get STEMulated and Omega Psi Phi fraternity. All partners will stress certain common themes: education, ethics, self-esteem, teamwork, with high expectations. EADC is requesting CDBG funds to accomplish unmet needs of the community, including achieving academic proficiency and fostering economic development through the fostering of Youth micro-businesses. YED will served 60 students. At least 15 students will receive academic assistance. At least 45 students will attend monthly enrichment workshops. EADC will work hand-in-hand with CCSD to identify students.

EADC is requesting CDBG funds totaling $50,000 for administrative and direct service costs to support program activities. The EADC-YED CDBG budget includes:

- $9,000.00 Administrative operations, personnel salaries and fringe benefits
- $15,000.00 Direct personnel salaries and fringe benefits
- $20,000.00 Direct Contract/Professional Consultant services
- $6,000.00 Direct materials and workbook supplies

The Consolidated Plan Goal this program addresses is Goal 2: Economic Development and Workforce Development

In addition to projects' primary partners, EADC collaborates with Clarke County School District, UGA School of Social Work, UGA Institute of Nonprofit Organizations, and Northeast Georgia Food Bank.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 30 out of 60 individuals proposed (50%)	
Total Funds Expended: $5,885.00 (19.6% out of total $30,000)	
Performance Measure	**Outcome**
Will provide academic, standards-based enrichment and economic development activities for 15 students (age 8-18) who are below proficient reading and math levels.	10 Individuals have received academic enrichment.

80% of students (12) will demonstrate improved reading scores and be able to formulate and communicate their ideas, thoughts, and goals.	0 have completed this goal. Measurement will begin in Spring 2024.
85% of students (13) will engage in problem solving conversations using critical thinking with community leaders and exhibit improvement in this area.	30 individuals have engaged in problem-solving conversation using critical thinking with community leaders.
Mentoring and Career Exploration: 15 Youth will engage in mentorship and career exploration services to prepare them for the working field.	0 have completed this goal. Measurement will begin in Spring 2024.
80% of students (12) will be able to demonstrate understanding of skills and processes of career exploration.	0 have completed this goal. Measurement will begin in Spring 2024.
Entrepreneurial and Micro Business Training: 15 Youth will have opportunities to engage in entrepreneurship and develop their own micro business.	0 have completed this goal. Measurement will begin in Spring 2024.
80% of students (12) will be able to demonstrate understanding of skills and processes of career exploration.	0 have completed this goal. Measurement will begin in Spring 2024.

FY23 (7/1/2022 to 6/30/2023)	
Individuals Served: 70 out of 91 individuals proposed (76.9%)	
Total Funds Expended as of 06/30/2023: $21,210 (64.3% out of $33,000) **Carryforward:** Yes	
Grant Final Close-Out Date: 09/12/2023	
Total Funds Expended: $33,000 (100%)	**Total Funds Returned:** $0 (0%)

Performance Measure	Outcome
Will provide academic, standards-based enrichment and economic development activities for 30 students (age 8-18) who are below proficient reading and math levels.	Through the Youth Literacy Program (YLP), a total 9 students from the target areas were served (Kindergarten - Fifth Grade) in the community received tutoring support twice a week, focusing on improving their literacy and math skills. Throughout the year, enrichment activities were provided to students to grant them opportunities to engage in ways that expanded their interests and allowed them to explore their passions in enrichment activities.
90% of students (27) will have academic success with promotion to the next grade level	9 students (33.3%) had academic success for the school year and were promoted to the next grade level.
23 YED-eligible students (90% of 25) will gain knowledge of methods of wealth creation &participate in Children's Business Fair.	A total of 48 students were served in Chess and Community disciplinary intervention program. A total of 34 students were from the target areas and reported academic achievement and decreased disciplinary interventions and referrals. Students developed strategic decision-making, found a sense of belonging, and channeled emotional expression.

23 middle school students with disciplinary referrals (90% of 25) will have decreased disciplinary interventions and improved academic achievements	A total of 48 students were served in Chess and Community disciplinary intervention program. A total of 34 students were from the target areas and reported academic achievement and decreased disciplinary interventions and referrals. Students developed strategic decision-making, found a sense of belonging, and channeled emotional expression.
18 high-school students (90% of 20) will have a job shadowing experience and a successful informational job interview.	A total of 15 high school students participated in the Career Exploration Program. Students experienced career development services, job mentorship, and exposure to professionals in various career fields.

HCD and Vision Committee Ranking: #5 (of 6)

FY25 CDBG Economic Development Proposal Summary

Agency Name: WeeCare Inc. (DBA Upwards)	
Project Name: Business Operation & Optimization Support Tools (BOOST) Program	
Contact: Katherine Fuentes, Community Impact Senior Manager	
CDBG Requested: $144,000.00	**CDBG Staff Recommendation:** $0.00

Project Summary:
Upwards' BOOST Program provides technical assistance and business support to microenterprise childcare providers who run in-home daycares. These facilities are classified as a microenterprise because they employ less than 5 employees, including themselves. They serve children ages 0-5 and up to age 13 with before/after school care. The program's goal is to expand economic opportunities for daycare providers in Athens-Clarke by training them to use essential tools to make their operations more efficient. This enables them to reach their full revenue potential, expand overall capacity, and stabilize their jobs in the childcare industry.

Daycare providers get personal guidance, relevant technology tools and learn best practices to grow and sustain their business, all while supporting LMI families in the community with childcare services. The BOOST Program also has a job creation component to the program, where Upwards supports the recruitment, background checking, training, and onboarding of new Teachers Assistants for these facilities as they expand their operations to more children in the community. Upwards is requesting $144,000 to pay for the program expenses to run BOOST for one year. This will benefit 18 LMI daycare owners, potentially create 5 LMI jobs, increase each childcare provider's skillset, and can benefit up to 216 LMI families seeking childcare.

Technical services will be provided to participating microenterprise childcare providers 24/7 throughout the program year. The services include: Business Marketing Support, Enrollment Support & First-day Coordination for Families, Attendance Tracking, Scheduling, Billing and Invoicing, and Education and Curriculum Planning

WeeCare is requesting CDBG funds totaling $144,000 for administrative and direct services costs to carry out program activities. The WeeCare CDBG budget includes:

- $21,494.00 Administrative personnel salaries and fringe benefits
- $87,578.00 Direct service personnel salaries and fringe benefits
- $34,928.00 Direct service operations (marketing, training materials, education, other)

The Consolidated Plan Goal this program addresses is Goal 2: Economic Development and Workforce Development

Upwards collaborates with DCA and local childcare providers as partners.

Performance Evaluation: N/A (not funded in former grant reporting periods)

HCD and Vision Committee Ranking: #6 (out of 6)

Public Services

Public services programs address a broad range of community needs. Fifteen percent (15%) of the FY25 CDBG allocation may be committed to provide a variety of human services to Athens-Clarke County residents.

Public Services Challenge Grant

Following is the FY25 Public Services Challenge Grant policy:

- Minimum grant request and award of $30,000;
- 25% cash match requirement;
- Agencies applying for homeless services funding must submit certification of participation in the Athens Homeless Coordinated Entry System, a HUD requirement;
- Agencies applying for homeless services must participate in the local Homeless Management Information System (HMIS), a federally mandated homelessness reporting system;
- Renewal funding is contingent upon annual assessment of performance and expenditures.

Public Services: Projects Subject to the 15% Cap

Athens-Clarke County's Consolidated Plan for Public Services strives to strengthen human resource capacity, expand access to human services, and ensure that services and programs are accessible to everyone. The amount of CDBG funds used for public services shall not exceed 15% of each grant as defined by HUD.

Public Services Goals

Goal: Affordable Housing Development and Redevelopment: (only for housing counseling programs)
To increase the amount of affordable housing for low and moderate-income Athens-Clarke County residents, and to provide access to services that help households access and maintain affordable housing.

Goal: Economic Development and Workforce Development:
To promote the upward economic mobility of low and moderate-income Athens- Clarke County residents through, small business, worker-owned cooperative entrepreneurship, and workforce development support.

Goal: Education and Enrichment (only for youth programs)
To support the educational development and growth of children in Athens-Clarke County through education, enrichment, and supportive services.

Goal: Homeless Services
To prevent and end homelessness through emergency shelter, permanent housing, prevention, street outreach, and other homeless services.

Goal: Special Populations
To enhance the quality of life for individuals with mental illness, individuals with a substance use disorder, individuals with disabilities, individuals who are formerly incarcerated, and seniors.

Public Services Summary (Eligible Applications)						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
Sparrow's Nest	Food Insecurities and Respite Assistance	130.93	1	$30,000	$30,000	$30,000
Family Promise of Athens	Homeless Prevention Program	126.21	2	$33,000	$33,600	$33,600
Advantage Behavioral Health Systems	Mainstream Benefits Specialist Program	124.00	3	$30,000	$30,000	$30,000
Ark UMOC	Common Wealth Athens Program	119.29	4	$30,000	$30,000	$30,000
Georgia Conflict Center	Restorative Justice Diversion Program	117.43	5	$0	$34,200	$30,000
ACC High School Completion Initiative, Inc.	Education Matters Program	111.86	6	$0	$50,000	$30,000
Chess and Community Conference	Project Rewire Program	110.79	7	$30,000	$46,894	$0
Young Women's Christian Organization	YWCO Summer Girls Club	109.07	8	$0	$30,000	$0
Athens Land Trust	Housing and Financial Counseling Program	106.71	9	$0	$67,800	$0
			Total	**$153,000**	**$352,494**	**$183,600**

Ineligible Public Service Applications			
Agency	**Project Name**	**Funding Requested**	**Reason for Ineligibility**
Acceptance Recovery Center, Inc.	ARC Alumni Care Transition Program	$46,208	Incomplete Application: No match documentation uploaded or provided with application.
Athens Area Diaper Bank	Diaper Distribution for LMI Families Program	$30,000	Not clearly tied to an approved ConPlan Goal or National Objective (no direct service provision)
Fresh Wind Ministry	FW Recovery Ministry Scholarship Program	$60,000	Incomplete Application: No required documentation uploaded or provided with application.
Pearl Transit Corporation	Oral Health for LMI Residents Program	$160,000	Incomplete Application: No match documentation uploaded or provided with application.

FY25 CDBG Public Services Proposal Summary

Agency Name: The Sparrow's Nest Mission Church, Inc.	
Project Name: Food Insecurities and Respite Assistance Program	
Contact: James Scott, Executive Director	
25% Match Requirement Met: Yes	
CDBG Requested: $30,000.00	**CDBG Recommendation:** $30,000.00

Project Summary:
The Sparrow's Nest is a non-profit 501(c)(3) organization located in Athens, GA and has been in operation since 2004. Sparrow's Nest mission is to provide a place fostering hope and transformation through providing refuge and supporting basic human needs for "brighter and better future". They are a familiar and comfortable place of respite for those served and are a place of teaching, healing, and recovery. Sparrow's Nest offers emergency services for the homeless, including hot meals, showers, hygiene kits, and clothing. They also offer cognitive behavioral and life skills education, in addition to financial and job training courses.

Sparrow's Nest provides day shelter services including emergency meals, showers, prescription assistance, and job support through acquiring birth certificates, Georgia identification cards, and work shoes that caters to those experiencing both sheltered and unsheltered homelessness. Sparrow's Nest is proposing to provide employment support through assisting clients to obtain birth certificates, identification cards, and work boots, while also providing an anticipated 2,076 meals and 350 showers or hygiene kits to those in need. The proposed project will be an expansion on previous years in an effort to support the increase in individuals experiencing homelessness and strives to facilitate job initiation and retention.

Sparrow's Nest is requesting CDBG funds totaling $30,000 for administrative and direct service costs to support program activities. The Sparrow's Nest CDBG budget includes:

- $5,000.00 Administrative personnel salary and fringe benefits
- $25,000.00 Direct Service Assistance (meals, showers/hygiene kits, IDs, prescriptions, birth certificates, and work shoes)

The Consolidated Plan Goal this program addresses is Goal 4: Homeless Services

Sparrow's Nest collaborates with Athens Land Trust, The Salvation Army, The Ark United Ministry Outreach Center, Advantage Behavioral Health Center, Bigger Vision, Athens Area Homeless Center, and Village Drug Pharmacy in addition to having an established Memorandum of Understanding with the Public Health Department among many other partnerships.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 320 out of 350 individuals proposed (91.4%)	
Total Funds Expended: $17,022.04 (56.7% out of total $30,000)	
Performance Measure	**Outcome**
More than 50% of Athens homeless population receive a meal, leading to greater food security.	320 individuals served.

More than 50% of Athens homeless population receives access to showers/hygiene kit, leading to better job opportunities and self-esteem.	With CDBG funds, we purchased and made a total of 250 hygiene kits in October. We distributed 200 plus at our Keep Warm Project event and are distributing the rest as needed on a daily basis.
More than 50% of individuals receiving assistance with GA Birth Certificates and/or Identification apply and find stable employment or housing assistance.	There were 26 individuals who are experiencing homelessness that obtained a birth certificate or GA ID in the month of December. 85% reported they were going to use the identification to either get a job or to apply for housing.
More than 50% of individuals receiving prescription assistance will report maintaining or improving their health.	40 individuals have been provided prescription assistance and 96% report maintaining or improving their health as a result.
More than 50% of individuals receiving work boots/shoes will retain employment for 90 days.	3 out of 3 homeless individuals who received work boots were able to confirm their job status upon receiving the boots. Of the individuals we were able to contact, 100% of them have maintained employment for 90 days.

FY23 (7/1/2022 to 6/30/2023)	
Individuals Served: 381 out of 374 individuals proposed	
Total Funds Expended: $14,968 (100% out of total $14,968)	
Total Funds Returned: $0	
Performance Measure	**Outcome**
At least 50% of the Athens homeless population will receive a meal, leading to greater food security.	A total of 381 unique individuals served out of the estimated 210 homeless individuals according to the 2020 ACC PIT count.
At least 50% of the Athens homeless population will receive access to showers/hygiene kits, leading to better job opportunities and self-esteem.	Over 150 unique individuals experiencing homelessness received a CDBG funded hygiene kit and had access to our showers. That exceeds the goal of 50% of the Athens homeless population (212 according to the PIT Count).
At least 60% to 70% of individual receiving assistance with GA Birth Certificates and/or Identification will apply for, and secure, stable employment or housing.	Approximately 91% reported they were going to use the identification to help apply for a job, cash a check from their current job, and/or apply for housing assistance.
At least 80% of individuals receiving prescription assistance have better health outcomes.	84% reported they expected increased health outcomes from receiving a medication that was prescribed to them by a doctor.
At least 50% of individuals receiving work boots/shoes will maintain part-time or full-time employment.	Of those who answered our inquiry, 5 out of 7 individuals have reported they still have their current job after 3 months. That is approximately 71% who have maintained employment after receiving work boots from us.

HCD and Vision Committee Ranking: #1 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: Family Promise of Athens	
Project Name: Family Promise Shelter Program	
Contact: Madison Sanders, Executive Director	
25% Match Requirement Met: Yes	
CDBG Requested: $33,600.00	**CDBG Recommendation:** $33,600.00

Project Summary:
Family Promise of Athens serves families experiencing the crisis of homelessness by providing shelter, meals, transportation, childcare, case management and hospitality. Family Promise of Athens is a homeless services organization that houses families experiencing the crisis of homelessness, and continues to provide assistance to families after they graduate to their own permanent homes. Family Promise also supports families at risk of experiencing homelessness. They do this by providing shelter for families experiencing homelessness, along with case management services and financial assistance to families in the shelter program and in their extended network and prevention program.

Family Promise of Athens is seeking an increase in funding specifically to the shelter program to assist with the cost of childcare, shelter space, and direct case management salary. Continued funding is critical due to the increase in childcare costs reducing this financial burden for families so that they can work on saving money while in shelter that will put them on a more stable path once they move out into the private rental market.

Family Promise of Athens is requesting CDBG funds totaling $33,600 for personnel and direct service costs to support program activities. The Family Promise CDBG budget includes:

- $10,000.00 Direct personnel salary and fringe benefits
- $23,600.00 Direct Service Costs (Childcare and Rental Assistance)

The Consolidated Plan Goal this program addresses in Goal 4: Homeless Services

Family Promise collaborates with Bright Beginnings Daycare, Athens Area Habitat for Humanity, the First Baptist Church, Goodwill of North GA employment services and The Ark UMOC.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 25 out of 50 individuals proposed (50%)	
Total Funds Expended: $12,447.02 (37.7% out of total $33,000)	
Performance Measure	**Outcome**
8/10 families (80%) will find permanent housing while in the shelter program	1/4 families have found permanent housing while in the shelter program.
30/40 families (75%) will stay permanently housed for a full year	1 family has been housed from shelter during CDBG period. 3/3 families are still housed as of September.
5 families will receive 3 months of childcare financial assistance	2 families received 3 months of childcare assistance. 2 families has received one month of assistance. In total, 4 families have received childcare assistance.

FY23 (7/1/2022 to 06/30/2023)	
Individuals Served: 38 out of 60 individuals proposed (63.3%)	
Funds Expended: $18,900 (100% out of total $18,900) **Total Funds Returned:** $0 (0%)	
Performance Measure	**Outcome**
54/60 individuals, 18/20 families (90%) in the Family Promise shelter, prevention and diversion programs will have their childcare needs met through the childcare program.	38/38 individuals had their childcare needs met while in the childcare program. 4/10 families were served with childcare during the program because they had children in need of these services.
45/60 individuals, 15/20 families (75%) in the Family Promise shelter, prevention and diversion programs will find and keep permanent housing for a year.	38 individuals (10 families) have been assisted with finding permanent housing. 24/38 individuals (5/10 families) have found and kept permanent housing during the CDBG year
Improvement in at least one category between pre and post program social competency surveys in 50% of participants.	For our robotics program, when asked if participants feel confident that they can complete a STEM education in college, we increased confidence in secondary education from 44% to 61%
FY22 (7/1/2021 to 6/30/2022)	
Individuals Served: 54 out of 44 individuals proposed	
Total Funds Expended: $14,966 (100% out of total $14,966)	
Total Funds Returned: $0	
Performance Measure	**Outcome**
78% of families assisted will maintain employment, childcare, and housing for a year after program graduation	Families assisted through Family Promise programming received full payment of childcare costs for six months due to CDBG funding. The case manager continued to work with families throughout the program year to ensure that childcare and employment needs were met.
75% of families assisted will remain permanently housed in the same unit for a year after program graduation	Families that graduated successfully from the shelter program are all still housed at the end of the program year.

HCD and Vision Committee Ranking: #2 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: Advantage Behavioral Health Systems	
Project Name: Mainstream Benefits Coordinator Program	
Contact: Evan Mills, Director of Housing and Development	
25% Match Requirement Met: Yes	
CDBG Requested: $30,000.00	**CDBG Recommendation:** $30,000.00

Project Summary:
Advantage Behavioral Health Systems (ABHS) is the core provider for behavioral health and substance abuse services in Athens and Northeast Georgia. Additionally, ABHS is a homeless services provider and key part of the ACC Continuum of Care (CoC); ABHS provides permanent supportive housing, street outreach, and supportive services for individuals experiencing homelessness. The Homeless Day Service Center (HDSC) is an ABHS program that provides homeless services during the day, including case management, rapid-rehousing, financial assistance, service referrals, laundry and shower facilities, and the ability to receive mail.

ABHS intends to utilize CDBG to continue funding for a dedicated Mainstream Benefits Coordinator position. This position is full time and 100% dedicated to the proactive engagement and identification of eligible mainstream support services for individuals and families experiencing unsheltered homelessness. This position focuses specifically on the application submission for mainstream benefits, with efforts focused on homeless persons accessing SSI/SSDI, Medicaid, SNAP, Vocational Rehab, and other mainstream support services based on assessed need and demonstrated eligibility, and proposes to serve 45 individuals.

ABHS is requesting CDBG funds totaling $30,000 for administrative and direct service costs to support program activities. The ABHS CDBG budget includes:

- $5,000.00 Administrative personnel salaries and fringe benefits
- $16,000.00 Direct personnel salary and fringe benefits
- $9,000.00 Direct program supplies and application fees

The Consolidated Plan Goal this program addresses is Goal 4: Homeless Services

ABHS collaborates with the Backpack Project, Athens PBH, Athens Area Homeless Shelter, Salvation Army, Sparrow's Nest, Action Ministries, and CCSD Homeless Education Program, People Living in Recovery, Divas Who Win Freedom Center, Acceptance Recovery Center, Fresh Wind Recovery, Second Chance Recovery, Freedom from Bondage, Hope House of Athens, Piedmont Athens Regional, Athens Neighborhood Health Center, Athens Wellness Clinic, and St. Mary's Hospital.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 15 out of 45 individuals proposed (33.3%)	
Total Funds Expended: $11,092.66 (36.9% out of total $30,000.00)	
Performance Measure	**Outcome**
90% engagement rate with enrolled program participants throughout the program term.	Clients have maintained a 100% engagement rate as they seek SSI/SSDI assistance.

75% application success rate for submitted SSI/SSDI applications.	In November the SOAR Specialist received notification that 2 clients who had previously completed applications were approved for full SSI/SSDI benefits. The SBC continues to meet regularly with clients to keep them stay abreast of progress on their application, changes in application process with SSA, and any other pertinent updates.
85% application success rate for other mainstream benefit applications	The SOAR Benefits Coordinator helped link clients with representatives from Family Connection for SNAP benefits. Family Connection workers assist clients with SNAP applications every Tuesday at HDSC.
85% housing stability rate demonstrated by continued housing participation at 6 and 12 month follow up.	Out of the 3 new clients engaging with the SOAR coordinator, one client has completed a housing intake, and the other two clients have not yet completed housing intakes.
FY23 (7/1/2022 to 6/30/2023)	
Individuals Served: 233 out of 47 individuals proposed (587%)	
Total Funds Expended: $16,065 (100% out of $16,065)	
Total Funds Returned: $0 (0%)	
Performance Measure	**Outcome**
80% of receiving RRH will maintain housing stability	100% of individuals receiving RRH have maintained housing stability. Enrolled 101 new households in housing supported by RRH assistance.
75% of program participants will achieve at least one goal on ISP during enrollment period	100% of actively enrolled clients achieved at least one goal on their ISP during the program year.
55% of program participants will maintain or increase income	83% of individuals participating in the RRH program have maintained or increased their income during the program year.
FY22 (7/1/2021 to 6/30/2022)	
Individuals Served: 354 out of 47 individuals proposed (753%)	
Total Funds Expended: $26,253.78 (93.9% out of $27,965)	
Total Funds Returned: $1,711.22 (6.1%)	
Performance Measure	**Outcome**
80% of receiving RRH will maintain housing stability	100% of individuals receiving RRH have maintained housing stability. Enrolled 101 new households in housing supported by RRH assistance this month.
75% of program participants will achieve at least one goal on ISP during enrollment period	100% of actively enrolled clients achieved at least one goal on their ISP during the program year.
55% of program participants will maintain or increase income	83% of individuals participating in the RRH program have maintained or increased their income during the program year.

HCD and Vision Committee Ranking: #3 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: The Ark United Ministry Outreach Center	
Project Name: Common Wealth Athens	
Contact: Lucy Hudgens, Executive Director	
25% Match Requirement Met: Yes	
CDBG Requested: $30,000.00	**CDBG Recommendation:** $30,000.00

Project Summary:
The Ark provides emergency financial assistance, financial education, and asset building programs to low income working families when they are faced with an unexpected financial crisis. The Ark's vision is to provide help, hope, understanding, and advocacy for our neighbors in financial crisis, helping them move toward self-sufficiency and stability.

The Ark is proposing to expand its services to provide financial literacy courses, financial counseling, and budgeting classes to a greater number of clients (proposed increase from 260 to over 270). The goal of Common Wealth Athens is to help bridge the gap between low-income workers and mainstream lending by financially educating, empowering, and providing affordable lending options that also help to build and repair credit, to program participants.

Ark UMOC is requesting CDBG funds totaling $30,000 for direct service costs to support program activities. The Ark CDBG budget includes:

- $30,000.00 Direct service personnel salary and fringe benefits

The Consolidated Plan Goal this program addresses is Goal 2: Economic Development and Workforce Development

The Ark collaborates with UGA's ASPIRE Clinic, Georgia United Credit Union, ACC Diversion Center and Family Counseling Services, Athens-Clarke County Homeless Coalition, Downtown Academy's Restoration Women's Group, Child Support Services, Goodwill Alumni Association, Department of Family and Child Services, Clarke County School District, local hospitals, and many local nonprofit direct service agency providers that submit referrals for service.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 124 out of 260 individuals proposed (47.7%)	
Total Funds Expended: $15,000 (50% out of $30,000)	
Performance Measure	**Outcome**
246/260 individuals (95%) will increase their financial literacy based on pre and post assistance surveys	124/260 individuals have increased their financial literacy
22/25 individuals (90%) will open a checking and/or savings account based on loan requirements set forth under the CWA program	7/25 individuals have completed this task
22/25 individuals (90%) will create a viable budget based on loan requirements set forth under the CWA program 90% of loan recipients create a viable budget to sustain living cost.	7/25 individuals have created viable budgets as part of their loan counseling (100%)

16/25 individuals (65%) will improve their credit score based on pre and post credit score data	This data cannot be reported until at least 1 Ark loan has been paid off by a recipient
FY23 (Status from 7/1/2022 to 12/31/2023)	
Individuals Served: 245 out of 245 individuals proposed (100%)	
Total Funds Expended: $18,900.00 (100% out of total $18,900)	
Total Funds Returned: $0 (0%)	
Performance Measure	**Outcome**
A minimum of 245 low-income individuals and families will be served.	The Ark served 245 individuals, and completed 15 loans with only 1 default (93% repayment rate)
95% of participants increase their overall financial literacy (barriers/pitfalls, detailed spending plan, establish/build credit, decrease debt/develop health saving habits)	99% of participants increased their overall financial literacy based on survey data and/or by completing certain tasks such as the completion of a detailed spending plan, identifying barriers and pitfalls, etc.
90% of loan recipients open a checking/savings account. 90% of loan recipients create a viable budget to sustain living cost. 65% of loan recipients will improve their credit score.	100% of loan recipients completed a detailed budget and received a savings account with their loan. 100% of loan recipients created a viable budget to sustain living costs. 85% of loan recipients improved their credit scores.
FY22 (7/1/2021 to 6/30/2022)	
Individuals Served: 241 out of 235 individuals proposed (103%)	
Total Funds Expended: $24,966 (100% out of total $24,966)	
Total Funds Returned: $0 (0%)	
Performance Measure	**Outcome**
Assist a minimum of 235 low-income individuals and families.	The Ark assisted 241 individuals and families
95% of participants will increase their overall financial literacy (barriers/pitfalls, detailed spending plan, establish/build credit, decrease debt, and develop health savings habits).	100% of participants increased their overall financial literacy based on pre and post survey data and based on services completed such as completing a detailed budget with clients, paying off debts, etc.
90% of loan recipients will open a checking and/or savings bank account.	100% of loan recipients received a checking and/or savings account upon starting their loan.
90% of loan recipients will create a viable budget to sustain their living costs.	100% of loan recipients created a viable budget prior to receiving their Ark loan.
65% of loan recipients will improve their credit score.	80% of loan recipients who completed at least one loan during the grant year saw a score increase.

HCD and Vision Committee Ranking: #4 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: Georgia Conflict Center	
Project Name: Restorative Justice Diversion Program	
Contact: Daniel Malec, Executive Director	
25% Match Requirement Met: Yes	
CDBG Requested: $34,200.00	**CDBG Recommendation:** $30,000.00

Project Summary:
Georgia Conflict Center's (GCC) mission is to build peace with justice by advancing restorative practices within communities, schools and institutions. They build community capacity through training and facilitation in the areas of conflict transformation, restorative justice, and nonviolent communication.

The Georgia Conflict Center's Restorative Justice Diversion (RJD) Program is a partnership between GCC and the Western Judicial Circuit District Attorney's Office; GCC will serve as the community-based organization that receives case referrals for Restorative Justice Conferencing, as an alternative to sentencing. Restorative Justice Diversion is a response to crime that focuses on addressing and repairing the harm caused by a criminal offense. RJD focuses on making things right and reintegrating participants back into the community with the skills and awareness to prevent future crime. This program will serve youth ages 11-17 who have been charged with a criminal offense. One of the primary goals of the program is to reduce the criminalization of young people, and particularly youth of color who are disproportionately represented in the juvenile justice system in the Western Judicial Circuit. The program proposes to receive 25 case referrals representing 100 beneficiaries.

Georgia Conflict Center is requesting CDBG funds totaling $34,2000 for administrative and direct service costs to support program activities. The GCC CDBG budget includes:

- $6,480.00 Administrative operations
- $27,360.00 Direct Service personnel salary and fringe benefits

The Consolidated Plan Goal this program addresses in Goal 3: Education and Enrichment

Georgia Conflict Center collaborates with the Western Judicial Circuit's District Attorney Office, Juvenile Offender Advocates Inc., Clarke County School District, Gwinnett County Public Schools, Family Connections-Communities in Schools, Dignidad Inmigrante of Athens, The Studio Athens, The Cottage, Divas Who Win, and UGA's Colleges of Social Work, Education, and Law.

Performance Evaluation:

FY23 (7/1/2022 to 12/31/2023)	
Individuals Served: 15 out of 20 individuals proposed (75%)	
Total Funds Expended: $8,449.84 (44.7% of $18,900)	
Total Funds Returned: $10,450.16 (55.3%)	
Performance Measure	**Outcome**
0% of RJD program participation youth reoffend during FY 2023	0% of youth participants in GCC's RJD program reoffended during FY 2023.

At least 90% of people harmed that participate in RJCs report a high-level satisfaction (4 or 5 on a scale of 1 to 5) with the RJC process and outcome	100% of people harmed that have participated in either of our first 2 restorative conferences have reported a high level of satisfaction (4 or 5 on a scale of 1 to 5) with the RJC process.
90% of RJD program participants maintain connection to family and positive supports in the community	100% of RJD program participants have maintained connection to family and positive supports in the community.
Upwards of 10 RJC cases are referred to GCC during FY 2023, involving upwards of 30 community members who were affected by incidents of crime and harm	5 RJC cases were referred to GCC between February and June, 2023 involving 9 community members who were affected by incidents of crime or harm.

HCD and Vision Committee Ranking: #5 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: ACC High School Completion Initiative, Inc.	
Project Name: Education Matters Youth Reporters Program	
Contact: Richard Dunn Sr., Executive Director	
25% Match Requirement Met: Yes	
CDBG Requested: $50,000.00	**CDBG Recommendation:** $30,000.00

Project Summary:
ACC High School Competitive Initiative Inc. (HSCI) is a non-profit youth development organization Athens-Clarke County. Their goal is to help at-risk youth (ages 11 - 18) graduate from high school prepared for the postsecondary opportunity of their choice. HSCI's Education Matters and MEU Radio Athens programs provide job skill development, employment and internship opportunities to youth dreaming of careers in the fields of digital media, audio production, marketing, and journalism. Simultaneously, radio and the internet are used as youth gang and high school dropout prevention tools that communicate to the general public that education matters and is the key to escaping poverty.

HSCI is proposing to provide low-to-moderate income youth with after-school opportunities through their Education Matters program. The aim of the program is to help youth become better readers and raise the English Language Arts scores of Clarke County School District elementary and middle school students. By teaching youth to research, which requires reading, writing scripts, and then producing an audio or video presentation, participants become better readers, writers, thinkers, and communicators. Education Matters Youth Reporters will meet two days per week as an after-school program at the following schools: JJ Harris Elementary School participants come from grades 3 - 5 (8 - 11 years old). Burney-Harris-Lyons and Coile students are 6th - 7th graders (11 - 14 years old). The goal is to serve 60 students, 20 per school.

HSCI is requesting CDBG funds totaling $50,000 for administrative and direct service costs to support program activities. The HSCI CDBG budget includes:

- $12,000.00 Administrative personnel salaries and fringe benefits
- $28,000.00 Direct Service operations, personnel salaries and fringe benefits

The Consolidated Plan Goal this program addresses in Goal 3: Education and Enrichment

ACC HSCI collaborates with other youth development organizations to refer youth from each other's programs, Boys and Girls Club of Athens, Drug-Free Athens, Kappa League Youth Leadership Development, and Clarke County School District.

Performance Evaluation: N/A (not funded in former grant reporting periods)

HCD and Vision Committee Ranking: #6 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: Chess and Community Conference, Inc.	
Project Name: Project Rewire	
Contact: Aja Allen, Assistant Director	
25% Match Requirement Met: Yes	
CDBG Requested: $46,894.00	**CDBG Recommendation:** $0.00

Project Summary:
Chess & Community Conference is a 501(c)(3) nonprofit organization established in 2012 in Athens, Georgia that is dedicated to empowering young civic leaders in Northeast Georgia through four core principles: Academic enrichment, Civic Engagement, Entrepreneurship / Career Path Development, and Cultural Exploration. The program uses innovative, culturally relevant, and relatable approaches to meet students at their level of development, with a focus on job skill development, post-secondary education planning, leadership, entrepreneurship, and critical-thinking skill development.

Project Rewire program's foundational goal is to break the cycle of poverty that youth experience. CCC accomplishes this by exposing youth to high-wage, high-demand careers through its STEM workshops, business tours, financial literacy courses, and entrepreneurship camps. Project Rewire also builds up social-emotional skills in its students through leadership, team building, public speaking, debate, and critical thinking and conflict resolution workshops. Chess and Community's Project Rewire aims to address the issues that arise from systemic poverty before trapping Athens youth in a cycle of violence and crime. Chess and Community will provide weekday after school and weekend supervised activities centered around critical thinking, conflict resolution, and impulse control -- all skills which serve as reserves from which youth may draw on in challenging environments such as violent encounters.

CCC is requesting CDBG funds totaling $46,894 for administrative and direct service costs to support program activities. The CCC CDBG budget includes:

- $9,050.00 Administrative operations, personnel salaries and fringe benefits
- $13,200.00 Direct Service personnel salaries and fringe benefits
- $3950.00 Direct Contract services
- $20,729.00 Direct Services (training classes, materials and supplies, travel costs, permits/fees)

The Consolidated Plan Goal this program addresses is Goal 3: Education and Enrichment

Chess and Community collaborates with The National Society of Black Engineers (NSBE), UGA Demosthenian Society, Active Climbing and Youthforce to provide space for our Robotics program activities.

Performance Evaluation:

FY24 (Status from 7/1/2023 to 12/31/2023)	
Individuals Served: 29 out of 60 individuals proposed (48.3%)	
Total Funds Expended: $12,450.00 (41.5% out of $30,000)	
Performance Measure	**Outcome**
30-60 Youth will report improved critical thinking skills and problem-solving ability during the project year.	Preprogram surveys have not been collected.

30-60 Youth will successfully build, code, and/or operate 1+ robot during the project year.	Pawn Accelerator questionnaires have not been collected.
30-60 Youth will report increased understanding of functions of local government and ways to contribute to local community during the Quarter.	Preprogram surveys have not been collected.
30-60 Youth will report increased understanding of conflict resolution skills as compared to baseline during the Quarter.	Preprogram surveys have not been collected.
FY23 (Status from 7/1/2022 to 1/2023)	
Individuals Served: 49 out of 50 individuals proposed (98%)	
Total Funds Expended: $17,078.78 (90.4% out of total $18,900)	
Total Funds Returned: $1,821.22 (9.6%)	
Performance Measure	**Outcome**
Improvement in at least one category between pre- and post-program social competency surveys in 50% of participants. (25)	75% of students showed improvement in their science scores measured from the beginning of the year to the end of the year. 63% of students showed improvement in reading scores from the beginning of the year to the end of the year.
Improvement between pre and post program financial literacy scores as indicated by a quiz in 75% of participants.	80% of students successfully showed an increase in their willingness to save.
Improvement in at least one category between pre and post program social competency surveys in 50% of participants	For our robotics program, when asked if participants feel confident that they can complete a STEM education in college, we increased confidence in secondary education from 44% to 61%
FY21 (7/1/2021 to 6/30/2022)	
Individuals Served: 43 out of 45 individuals proposed 95.6%)	
Funds Expended: $24,920.91 (99.8% out of total $24,965)	
Total Funds Returned: $44.09 (0.2%)	
Performance Measure	**Outcome**
Improvement in at least one category between pre and post program social competency surveys in 50% of participation.	53% of students improved in at least one category between pre and post program competency surveys in 50% of participation.
Improvement in reading and science scores in 50% of participants.	51% of students reading and science scores have improved.
Improvement between pre and post program financial literacy scores as indicated by a quiz in 75% of participants.	78% of students improved between pre and post program financial literacy quizzes.

HCD and Vision Committee Ranking: #7 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: Young Women's Christian Organization of Athens	
Project Name: YWCO Summer Girls Club	
Contact: Bradley Hubacher, CEO	
25% Match Requirement Met: Yes	
CDBG Requested: $30,000.00	**CDBG Recommendation:** $0.00

Project Summary:
The YWCO serves the Athens community by providing programming options that teach new skills, increase self-confidence, build character, develop physical fitness, and promote healthy lifestyles. Offering a wide range of recreation activities for men and women, fitness classes, swim lessons and after school and summer camp experiences, the YWCO encourages social interaction among children, families and senior adults.

For 46 years, the YWCO has held Girls Club, a summer day camp for young girls ages 4-12 from low-income families, with approximately 100 to 200 girls participating. The program provides needed childcare in a supportive atmosphere, lunch, snacks and transportation. The purpose of Girls Club is to provide activities for young girls that give them the tools they need to succeed in life. The program accomplishes this goal by including the following in its curriculum: Reading Lessons, Financial Literacy, Home & Personal Safety, D.E.A.R. to Me (Drop Everything and Read to Me), Puppetry Arts, Career Discovery, Music, Swim Lessons and Water Safety, Field Trips, Arts & Crafts, Nutrition Education, Sports & Games, and Dance. Girls Club is especially needed in 2024 to help regain social and educational ground lost due to limitations in distance learning during the pandemic.

YWCO is requesting CDBG funds totaling $30,000 for administrative and direct service costs to support program activities. The YWCO CDBG budget includes:

- $2,793.00 Administrative operations
- $27,201.00 Direct Service personnel salary and fringe benefits

The Consolidated Plan Goal this program addresses is Goal 3: Education and Enrichment

The YWCO partners with the Clarke County School District, Athens Housing, Goodwill of Northeast Georgia, Girls Scouts of Historic Georgia, the Clarke County Extension Service, the Georgia Museum of Art, The Work Investment Act (WIA), Athens Regional Library, Athens Technical College, The University of Georgia, Athens Clarke Police Department, ESP (Extra Special People, Athens Bulldog Swim Club (ABSC), and the Red Cross.

Performance Evaluation: N/A (not funded in former grant reporting periods)

HCD and Vision Committee Ranking: #8 (out of 9)

FY25 CDBG Public Services Proposal Summary

Agency Name: Athens Land Trust	
Project Name: Comprehensive Housing Counseling Program	
Contact: Heather Benham, Executive Director	
25% Match Requirement Met: Yes	
CDBG Requested: $67,800.00	**CDBG Recommendation:** $0.00

Project Summary:
The Athens Land Trust is a Community Housing Development Organization (CHDO) whose mission is to conserve, empower, and sustain communities through responsible and visionary land use. Athens Land Trust provides comprehensive HUD certified housing counseling, group education and one on one counseling for potential ALT homebuyers along with associated budget and credit counseling to empower low income and historically marginalized community members.

Athens Land Trust is proposing to expand its services to provide HUD certified housing counseling in Athens-Clarke County and the 10 surrounding counties by providing consistent and accessible homebuyer education and counseling (proposed increase from 220 to 270). The goal of the housing counseling program is to provide knowledge of the homebuying process to low-income community members through housing and financial counseling services, including foreclosure prevention, fair housing, rental counseling, credit counseling, and first-time homebuyer pre-and post-purchase education.

ALT is requesting CDBG funds totaling $67,800 administrative and direct service costs to support program activities. The ALT CDBG budget includes:

- $11,908.00 Administrative operations, personnel salaries and fringe benefits
- $53,517.00 Direct service personnel salaries and fringe benefits
- $2,375.00 Direct service operating

The Consolidated Plan Goal this program addresses is Goal 1: Affordable Housing

Athens Land Trust collaborates with Athens Housing Authority, Athens Area Homeless Shelter, The Ark, Family Promise, Project Safe, and Habitat for Humanity in addition to partnerships with the Kresge Foundation, The Kendeda Fund, the Mary Reynolds Babcock Foundation, Partnership for Southern Equity, and other local agencies, professionals and banks to foster community development and homeownership opportunities.

Performance Evaluation:

FY23 (Status from 7/1/2022 to 6/30/2023)	
Individuals Served: 87 out of 220 individuals proposed (39.5%)	
Funds Expended: $18,900 (100% out of total $18,900)	
Total Funds Returned: $0 (0%)	
Performance Measure	**Outcome**
75% of HBE participants will report an increase in knowledge about credit reports.	100% of HBE participants reported an increase in knowledge about credit reports.
75% of HBE participants will report an increase in knowledge about the home-buying process.	100% of HBE participants reported an increase in knowledge about the home-buying process.

75% of the attendees will report knowing how to make a fair housing complaint.	100% of attendees reported knowing how to make a fair housing complaint.
100% of clients will be provided with an action plan or referred to appropriate agencies when necessary.	100% of clients were provided with an action and/or referred to appropriate agencies when necessary.
FY22 (7/1/2021 to 6/30/2022)	
Individuals Served: 93 out of 346 individuals proposed (26.9%)	
Funds Expended: $31,965 (100% out of $31,965)	
Total Funds Returned: $0 (0%)	
Performance Measure	**Outcome**
75% of HBE participants will report an increase in knowledge about credit reports.	100% of HBE participants reported an increase in knowledge about credit reports.
75% of HBE participants will report an increase in knowledge about the home-buying process.	100% of HBE participants reported an increase in knowledge about the home-buying process.
75% of HBE participants will report feeling more comfortable taking steps towards purchasing a home.	100% of HBE participants reported feeling more comfortable taking steps towards purchasing a home.
100% of clients will be provided with an action plan or referred to appropriate agencies when necessary – financial literacy and home buying	100% of clients were provided with an action plan and referred to appropriate agencies as needed.

HCD and Vision Committee Ranking: #9 (out of 9)

Public Facilities and Improvements

Public facilities and improvements activities are an important part of a community development strategy and are identified as publicly-owned facilities such as streets, playgrounds, and underground utilities, and buildings owned by nonprofits that are open to the general public. Specific activities in this category may include:

- Neighborhood facilities (e.g., recreational facilities, parks, playgrounds);
- Facilities for persons with special needs (e.g., facilities for the homeless or nursing homes or group homes for the disabled)
- Energy efficiency improvements;
- Handicapped accessibility improvements;
- Architectural design features and other treatments aimed at improving safety, function, and aesthetic quality

Public Facilities and Improvements Requirements:

All public facilities and improvements projects must meet the following criteria:

- Must own the facility
- Submit a cost estimate from a qualified contractor
- Submit plans and specifications for project
- Have the required zoning in place for the project

Public Facilities and Improvements Goal

Goal: Public Infrastructure
To foster public infrastructure improvements that improve the lives of low-and-moderate income residents in Athens-Clarke County.

Public Facilities and Improvements Summary						
Agency	**Activity**	**Total App Score**	**Ranking**	**FY24 Award (Current)**	**FY25 Funding Request**	**FY25 Funding Recommendation**
Salvation Army	The Center of Hope Emergency Shelter Rehab Project	121.54	1	$0	$50,000	$50,000
ACCGov Leisure Services Department	Lay Park Outdoor Basketball Court Improvements	114.54	2	$0	$173,827.69	$58,574.00
			Total	**$0**	**$223,827.69**	**$108,574**

Note: In the FY24 Annual Action Plan agenda, Mayor and Commission approved the use of FY23 and other CDBG reprogrammable funds specifically for Public Facilities and Improvements activities.

FY25 CDBG Public Facilities and Improvements Proposal Summary

Agency Name: The Salvation Army	
Project Name: The Center of Hope Emergency Shelter Rehabilitation	
Contact: Nicole Greenland	
CDBG Requested: $50,000.00	**CDBG Recommendation:** $50,000.00

Project Summary:
Salvation Army Inc. has thousands of local agencies across the country, which are all 501(c)(3) tax-exempt nonprofit organizations known as corps units, such as the Athens Corps, which was incorporated in 1916. The Athens Corps offers social services, a soup kitchen, the Center of Hope emergency shelter, case management services, financial relief (rent and utility assistance, mortgage payments, or funds to pay for prescriptions in times of a family crisis), clothes and furniture donations, natural disaster relief services, Christmas and holiday assistance to needy families, afterschool tutoring and music programs, and summer camps.

The Salvation Army is proposing to use CDBG funding for the rehabilitation of their transitional emergency shelter facility. The project will include replacing the asphalt-shingled roof of the men's dorm and replacing the chain-link fence around the property. Critical repair of the roof will restore use of the men's shelter to full capacity.

The Salvation Army is requesting CDBG funds totaling $50,000 for direct costs to support program operations. The Salvation Army CDBG budget includes:

- $50,000.00 Direct Rehabilitation Costs

The Consolidated Plan Goal this program addresses is Goal 6: Public Infrastructure

The Salvation Army collaborates with Athens Area Homeless Shelter, People Living in Recovery, and middle and high schools in Athens to offer students afterschool tutoring and music and choral classes throughout the year.

Performance Evaluation: N/A (not funded in former grant reporting periods)

HCD and Vision Committee Ranking: #1 (out of 2)

FY25 CDBG Public Facilities and Improvements Proposal Summary

Agency Name: ACCGov Leisure Services Department	
Project Name: Lay Park Outdoor Basketball Park Improvements	
Contact: Sara Shropshire, Grant Analyst	
CDBG Requested: $173,827.69	**CDBG Recommendation:** $58,574.00

Project Summary:
The Athens-Clarke County Leisure Services Department was created in 1996 following the unification of the City of Athens and Clarke County Governments in 1992. The Department was formed from the City of Athens Parks and Recreation Department and the Clarke County Arts and Environmental Education Department. Within the Leisure Services department are four divisions which include Administration, Recreation, Nature, and Arts. Leisure Services is intertwined within the fabric of Athens, managing many facilities held dear to the community, such as the Morton Theatre, East Athens Dance Center, the Lyndon-Ware House, and Bear Hollow. Additionally, Leisure Services manages over 50 miles of trails, 35 athletic fields, 33 tennis courts, 20 acres of dog parks, 15 outdoor basketball courts, 24 pavilions, and 3 teen tech labs.

The Leisure Services Department proposes utilizing CDBG funding to rebuild and enhance the outdoor basketball court at Lay Park. The current basketball court was constructed with asphalt, which requires resurfacing every 4 to 7 years. Records indicate the court has not been resurfaced since 1991, contributing to its very poor condition. Lay Park's court has deep and wide cracking, which runs the full length of the court in several directions. The historical disinvestment in this outdoor court creates hazards for users, including severely uneven surfaces, cracking, vegetation growth through cracked asphalt, deep potholes, and moisture build-up. A water fountain and a bike rack will also be included to encourage biking and social gathering. CDBG funding will allow for the demolition of the damaged asphalt, court replacement, and enhancement of the surrounding aesthetics, ensuring safe, enriching, and equitable recreation.

Leisure Services is requesting CDBG funds totaling $173,827.69 for direct costs to support program operations. The Leisure Services CDBG budget includes:

- $30,000.00 Direct contract services
- $107,493.75 Direct construction materials and supplies

The Consolidated Plan Goal this program addresses is Goal 6: Public Infrastructure

Leisure services collaborates with UGA's Athletic Department, Chess and Community Conference, Bethel Homes Apartments, UGA's Honors Program, Sheriff's Department, Police Department, and Fire Department, Triple Threat Sports, Pop-Up Park bus to provide outreach to the community. Leisure Services has partnered with the following to offer the bus at neighborhood events: CCSD, Athens Area Homeless Shelter, ReBlossom, Athens Community Council on Aging, Family Promise of Athens, Acceptance Recovery Center, FC-CIS, Athens Neighborhood Health Center, EADC, and ACCPD.

Performance Evaluation:

FY22 (7/1/2021 to 6/30/2022)
Individuals Served: Area Benefit (East Athens NRSA)
Funds Expended: $18,250 (38.4% out of total $47,472)

Total Funds Returned: $29,222 (61.6%)	
Performance Measure	**Outcomes**
Traffic Calming on Trail Creek Street	Cancelled
College Avenue Greenway Trail Crossing RRFB & Elizabeth Street Improvements	Cancelled
Little Oak Street trail and Crosswalk with RRFB	Completed with reduced scope of work

HCD and Vision Committee Ranking: #2 (out of 2)

Attachment #3: FY25 CDBG Staff and Vision Committee Scoring and Ranking

FY25 CDBG Application Rating Criteria

HCD Staff Application Rating Criteria:	
Program Narrative:	25 points
Outcomes and Performance:	20 points
Community Collaboration:	10 points
Organization and Staff Ability:	20 points
Financial Ability:	20 points
Vision Committee Application Rating Criteria:	
Equity Assessment:	20 points
High Priority Project:	20 points
Total Possible Application Score:	**140 points**

ACC CDBG Application [Grand Totals Only]

Organization Name / Application Title	Requested Amount	EA: Q1	EA: Q2	EA: Q3	EA: Q4	EA: Q5	EA: Q6	EA: Q7	Priority Ranking			Project Narrative	Outcomes & Performance	Community Involvement & Collaboration	Organization & Staff Ability	Financial Ability	Committee Score	Total Score
A-CC High School Completion Initiative, Inc Education Matters	50,000.00	2.4	1.9	4.4	1.3	2.0	1.6	1.9	11.4			23.5	15.0	4.0	18.8	23.8	111.86	111.86

Acceptance Recovery Center, Inc. ARC Alumni Care Transition Program	46,208.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0	0.0	0.0	0.0	Ineligible	Ineligible
Advantage Behavioral Health Systems Mainstream Benefits Specialist	30,000.00	2.7	2.6	5.7	2.0	1.9	2.0	1.9	16.3			25.0	17.5	8.8	18.8	19.0	124.00	124.00
Athens Area Diaper Bank Diaper Distribution for Low-income Families	30,000.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0	0.0	0.0	0.0	Ineligible	Ineligible
Athens Area Habitat for Humanity, Inc. ReNew Athens, BWK & AIM(EHARP)	175,000.00	2.6	2.9	5.1	1.9	1.9	1.7	1.7	15.6			20.3	13.7	10.0	20.0	20.7	117.95	117.95
Athens Housing Authority ACT I Homes Program	441,200.00	2.4	2.1	4.6	1.4	1.4	1.4	1.7	13.3			19.3	13.7	6.7	20.0	20.0	108.14	108.14
Athens Land Trust FY25 CDBG Affordable Housing	382,728.00	2.4	2.3	4.9	1.6	1.4	1.6	1.6	14.3			25.0	12.0	6.7	18.3	18.3	110.33	110.33

Athens Land Trust FY25 CDBG Economic Development	103,596.00	2.3	2.1	3.9	1.4	1.4	1.6	1.6	10.6			25.0	13.7	8.3	18.3	20.7	110.86	110.86
Athens Land Trust FY25 CDBG Public Service	67,800.00	2.4	2.3	4.1	1.4	1.6	1.6	1.4	11.9			23.5	10.5	8.8	18.8	18.5	106.71	106.71
Chess and Community Conference, INC. Project Rewire	46,894.00	2.1	2.4	4.6	1.6	1.7	1.6	1.4	12.9			21.5	18.8	8.8	17.5	16.0	110.79	110.79
East Athens Development Corporation Bridging the Gap	50,000.00	2.6	2.1	4.3	1.4	1.4	1.9	1.6	11.0			23.7	16.7	7.0	16.7	21.3	111.62	111.62
East Athens Development Corporation Operation One Family at a Time	150,000.00	2.7	2.7	5.1	2.0	1.9	1.6	1.6	15.0			23.0	20.0	6.7	20.0	21.7	123.90	123.90
East Athens Development Corporation Youth Economic Development	50,000.00	2.4	2.1	4.4	1.4	1.4	1.4	1.1	11.3			22.7	12.0	8.3	18.3	23.7	110.71	110.71
Family Promise of Athens Family Promise Shelter Program	33,600.00	2.9	2.9	5.3	1.9	1.9	1.7	1.6	17.7			24.3	13.8	7.5	20.0	25.0	126.21	126.21

Fresh Wind Recovery Ministry Fresh Wind Recovery Ministry Scholarship Program	60,000.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0	0.0	0.0	0.0	Ineligible	Ineligible
Georgia Conflict Center Restorative Justice Diversion Program	34,200.00	2.7	2.3	5.1	1.7	1.4	2.0	1.6	14.6			25.0	17.5	8.8	12.5	22.3	117.43	117.43
Goodwill of North Georgia GoodBIZ Microenterprise Program	64,410.00	2.4	2.4	4.0	1.6	1.6	1.9	1.7	12.4			24.0	18.3	8.3	11.7	21.0	111.33	111.33
Historic Athens Hands On Historic Athens	178,250.00	2.8	2.8	5.8	1.8	2.0	2.0	2.0	15.8			24.0	20.0	3.0	15.0	24.0	121.00	121.00
Leisure Services Department, Unified Government of Athens-Clarke County, Georgia Lay Park: Outdoor Basketball Court Improvements	173,827.69	2.4	2.7	4.6	1.4	1.7	1.6	1.7	10.1			25.0	16.3	7.5	17.5	22.0	114.54	114.54

Pearl Transit Corp Oral health outreach for low income Athens-Clarke County residents	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0	0.0	0.0	0.0	Ineligible	Ineligible
The Ark United Ministry Outreach Center Common Wealth Athens	30,000.00	2.5	2.6	4.6	1.7	1.7	1.7	1.7	14.3			22.0	16.3	7.5	18.8	24.0	119.29	119.29
The Salvation Army The Center of Hope Emergency Shelter Rehab Project	50,000.00	2.7	2.3	5.3	1.9	1.7	1.4	1.7	14.3			25.0	18.8	7.5	18.8	20.3	121.54	121.54
The Sparrow's Nest Mission Church, Inc. FY25: Food Insecurities and Respite Assistance	30,000.00	2.7	2.7	5.4	1.4	1.9	2.0	1.7	15.6			25.0	20.0	8.8	20.0	23.8	130.93	130.93
WeeCare, Inc. (DBA Upwards) Business Operation & Optimization Support Tools (BOOST) Program	144,000.00	1.9	0.9	3.0	1.4	0.9	1.0	0.9	8.9			22.0	16.7	2.0	16.7	21.7	97.71	97.71

Young Women's Christian Organization of Athens, Georgia Inc. YWCO Girls Club	30,000.00	2.9	2.9	5.3	1.9	1.9	1.7	1.7	13.4			25.0	11.5	8.8	16.3	16.0	109.07	109.07
25 displayed 0 not included	2,451,713.69																	

Public Service Eligible Application Ratings				
Agency	**Project Name**	**Funding Requested**	**Total Score**	**Ranking**
The Sparrow's Nest	Food Insecurities and Respite Assistance Program	$30,000.00	130.93	1
Family Promise of Athens	Family Promise shelter program	$33,600.00	126.21	2
Advantage Behavioral Health Systems	Mainstream Benefits Specialist Program	$30,000.00	124.00	3
The Ark UMOC	Common Wealth Athens Program	$30,000.00	119.29	4
Georgia Conflict Center	Restorative Justice Diversion Program	$34,200.00	117.43	5
ACC High School Completion Initiative, Inc.	Education Matters Program	$50,000.00	111.86	6
Chess and Community Conference	Project ReWire	$46,894.00	110.79	7
Young Women's Christian Org. of Athens	YWCO Girls Club Program	$30,000.00	109.07	8
Athens Land Trust	Comprehensive Housing Counseling Program	$67,800.00	106.71	9

Public Service Ineligible Applications			
Agency	**Project Name**	**Funding Requested**	**Reason for Ineligibility**
Acceptance Recovery Center, Inc.	ARC Alumni Care Transition Program	$46,208.00	Incomplete Application: No match documentation uploaded or provided with application.

Athens Area Diaper Bank	Diaper Distribution for LMI Families Program	$30,000.00	Not clearly tied to an approved National Objective and ConPlan goal (no direct service provision)
Fresh Wind Ministry	FW Recovery Ministry Scholarship Program	$60,000.00	Incomplete application: No required documentation uploaded.
Pearl Transit Corporation	Oral Health for LMI Residents Program	$160,000.00	Incomplete Application: No match documentation uploaded or provided with application.

Affordable Housing Eligible Application Ratings				
Agency	**Project Name**	**Funding Requested**	**Total Score**	**Ranking**
Historic Athens	Hands on Historic Athens Program	$178,258.00	121.00	1
Athens Area Habitat for Humanity	Brushes With Kindness and AIM (EHARP) Program	$175,000.00	117.95	2
Athens Land Trust	Affordable Housing Program	$382,728.00	110.33	3
Athens Housing Authority	ACT I Homes Program	$441,200.00	108.98	4

Economic Development Eligible Application Ratings				
Agency	**Project Name**	**Funding Requested**	**Total Score**	**Ranking**
East Athens Development Corporation- IHCI	Operation One Family at a Time	$150,000.00	123.90	1
East Athens Development Corporation	Bridging the Gap Job Coaching Program	$50,000.00	111.62	2
Goodwill of North GA	GoodBiz Microenterprise Program	$103,596.00	111.33	3
Athens Land Trust	Grow Your Business Microenterprise	$103,596.00	110.86	4
East Athens Development Corporation	Youth Economic Development Program	$50,000.00	110.71	5
WeeCare, Inc (dba Upwards)	BOOST Program	$144,000.00	97.71	6

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Approval of ARPA Homelessness Funding Recommendations

DATE: March 25, 2024

EXECUTIVE SUMMARY:
Staff seeks approval of funding recommendations totaling up to $2,990,433 of ARPA Homelessness funding, following a competitive procurement process (RFP) that included review of eligible applications by staff and the Athens Homeless Coalition (in role of ARPA Homelessness Advisory Committee).

BUDGET INFORMATION:
REVENUES:

$ 2,781,884	Currently unallocated ARPA Homelessness funding designation
$ 21,943	Remaining balance from Homelessness Strategic Plan contract
$ 40,073	Projected remaining balance from Sanctioned Encampment contract
$ 102,288	Projected remaining balance from ABHS Hotel Voucher program
$ 2,946,188	Projected balance from M&C ARPA designation to Homelessness activities (Fact & Issues #5 and #6)

EXPENSES:

$ 200,000	Advantage Behavioral Health Services – Encampment Crisis Response
$ 163,110	Athens Area Habitat for Humanity – Family Promise Habitat Expansion
$ 200,250	Divas Who Win Freedom Center – She Works Employment Initiative
$ 200,000	Family Promise of Athens – Homelessness Diversion Program
(up to) $ 1,500,000	Advantage Behavioral Health Services – Low-Barrier Shelter * Up to 1,500,000, but no less than $1,339,817; Fact & Issue #5 and #6
$ 142,618	Project Safe – Emergency Shelter Improvement
$ 184,455	Athens Wellness Clinic – Healthcare for the Homeless
$ 400,000	Economic Justice Coalition – Above & Beyond Homecare Cooperative
Up to $ 2,990,433	but no less than $2,830,000 Total ARPA Homelessness Awards

FUNDING SOURCE: American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request Mayor and Commission (M&C):

a. Approve funding recommendations for a total of up to $2,990,433 of ARPA Homelessness funding, as outlined on **Attachments #1,** which includes $2,781,884 unallocated Homeless ARPA funding, unexpended funds from the homeless strategic plan contract ($21,943), and projected unexpended funds from the sanctioned homeless encampment ($40,073) and the ABHS Hotel Voucher program ($102,288); and

b. Authorize Mayor and staff to execute all 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 (ARPA) 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.

3. In mid-March 2021, 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 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.

5. On August 3, 2021, the M&C authorized up to $250,000 in FY22 General Fund Operating Contingency be used to prepare the North Athens School site to support a Sanctioned Homeless Encampment. The M&C also authorized $50,000 of FY22 General Fund Operating Contingency to be used in the creation of a Strategic Plan to Reduce and Prevent Homelessness (SPRPH).

6. On December 7, 2021, the M&C awarded $2,542,691 to the Athens Alliance Coalition to operate the Sanctioned Homeless Encampment at 1000 Barber Street. This award provided for a maximum of 22 months of service (ending December 31, 2023), and was in partnership with Advantage Behavioral Health Service to provide case management.

7. On December 7, 2021, the M&C awarded $2,425,000 of ARPA to the Athenian First Development Corporation to operate the Eviction Prevention Program. This award provided for 12 months of service.

8. On January 6, 2022, the U.S. Department of the Treasury released the Final Guidance for ARPA SLFRF.

9. 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, followed by an RFP, and the associated timeline. The M&C also designated

the existing Athens Homeless Coalition (AHC) as the advisory committee for the homeless ARPA allocation.

10. On March 29, 2022, the members of the AHC met to discuss ARPA funding. At this meeting, they finalized a project scope for the SPRPH. At this time, the group decided to develop an ad-hoc Committee to guide plan development. AHC applications for ad-hoc Committee participation were due by April 19, 2022.

11. On April 22, 2022, the AHC Board of Directors voted to approve an ad-hoc Committee membership to guide the development of SPRPH.

12. On April 25, 2022, ACCGov released a request for proposals for the SPRPH. No responses were received on the application deadline of May 17, 2022.

13. On June 13, 2022, ACCGov re-released a request for proposals for the SPRPH. ACCGov received a single response from The Cloudburst Group for the SPRPH RFP.

14. On September 6, 2022, the M&C authorized staff to contract with The Cloudburst Group for the development of the SPRPH and the HOME-ARP Allocation Plan.

15. On November 15, 2022, under suspension of rules, M&C authorized the use of $150,000 of existing Eviction Prevention Program funding to provide financial assistance to program participants who were approved at the time that the project administered by the Athenian First Development Corporation was suspended due to federal noncompliance on October 24, 2022.

16. On November 30, 2022, after participating in their first meeting with the ARPA Homelessness Advisory Committee, The Cloudburst Group raised concerns about possible real or perceived conflicts of interest if the role of the ARPA Homelessness Advisory Committee (composed of mostly homeless service providers) was more than advisory in nature. Specific to the committee's role in the development of the HOME-ARP Allocation Plan, Cloudburst cited Section IV of HUD's HOME Program Conflict of Interest Provisions.

17. On the week of December 5, 2022, the ACCGov Attorney's Office confirmed that given the composition of the ARPA Homelessness Advisory Committee (i.e., mostly homeless service providers who could stand to benefit from the strategies and proposed funding allocation in the final plan), the committee should only be advisory in nature and have no decision-making power in "approving" either the HOME-ARP Allocation Plan or the Strategic Plan to Reduce & Prevent Homelessness prior to their submission to M&C for acceptance. This decision was communicated via email and forthcoming meetings with the committee.

18. On December 13, 2022, M&C directed staff to create and release an RFP structured around the previous eviction prevention program that would utilize at least $800,000 of the remaining ARPA funds previously allocated to the program administered by the Athens First Development Corporation.

19. On February 3, 2022, HCD released an RFP for a second eviction prevention program based on direction from M&C (History #18).

20. On May 2, 2023, M&C approved the 2023 Eviction Prevention Program contract award to Family Promise of Athens in the amount of $800,000 from the ARPA SLFRP Allocation to EPP, as well as an additional $100,000 from the same fund for use by the agency for additional direct financial assistance to program participants, as needed.

21. Between November 2022-August 2023, HCD staff collaborated with The Cloudburst Group to complete the Strategic Plan to Reduce & Prevent Homelessness in consultation with the ARPA Homelessness Advisory Committee.

22. On June 6, 2023, as part of a Commission Defined Option, the M&C approved the FY2024 ACCGov Annual Budget including, but not limited to:
    a. Allocated $300,000 of the ARPA homelessness funding toward a "Flexible Housing Fund" to support individuals experiencing or at risk of homelessness;
    b. Moved $100,000 from the ARPA homelessness funding to help balance the General Fund budget; and
    c. Increased funding for Homeless Street Outreach program by $100,000 from general funds.

    After these changes, $4,466,884 of ARPA homelessness funding remained to be allocated according to the SPRPH.

23. On August 16, 2023, The Cloudburst Group presented the final draft to, and requested feedback from, the ARPA Homeless Advisory Committee. As part of follow-up with the Committee in the days after the meeting, staff reminded members of the advisory nature of the group and re-encouraged them to submit any additional feedback via email.

24. On August 25, 2023, a quorum (12 of 16) of ARPA Homeless Advisory Committee members and an additional *ad hoc* member submitted formal written feedback to the final draft of the SPRPH that was presented during the August 16, 2023 committee meeting. Staff submitted a response to the feedback received on September 5, 2023.

25. Between September 5-27, 2023, staff provided ACC residents and service providers several opportunities to provide input on the SPRPH draft to be presented to M&C for the October 3, 2023 vote. Staff provided M&C with a summary of all public comments received as part of the agenda report.

26. On September 12, 2023, The Cloudburst Group presented an overview of the SPRPH to the M&C during a regularly scheduled Work Session meeting.

27. On October 3, 2023, Mayor & Commission approved a Commission-Defined Option that:

a. Accepted the Strategic Plan to Reduce and Prevent Homelessness as presented in the agenda report;
b. Accepted funding requests [included in plan] with the addition of $195,000 from ARPA homeless funds for the physical health care of the homeless in accordance with key strategy #4 related to establishing comprehensive street outreach and use $195,000 ARPA workforce funds for "partnerships for employment" (strategy 10);
c. Directed the Manager to create RFPs for approved funding within 90 days, after having reviewed them with commissioners in a work session;
d. Directed the Manager to work with Mayor to identify opportunities for regional coordination to reduce homelessness and report back to the commission within 180 days;
e. Directed the manager to communicate with surrounding hospitals, local governments, and local authorities that Athens-Clarke County intends to enforce the provisions of Senate Bill 62 that went into effect on June 1, 2023 […];
f. Requested that hired Homeless Coalition staff a) explore opportunities with faith-based organizations to help with our homeless population, b) work with neighboring community leaders and state representatives for regional coordination, and c) engage philanthropic and additional non-profit entities, including educational & healthcare institutions and neighborhood organizations, as well as for-profit entities including major employers, financial institutions, developers, and property owners to invest in strategies to reduce homelessness in Athens-Clarke County; and
g. Requested that the Homeless Coalition report back to the Commission every 180 days.

28. During the December 14, 2023 Work Session, in response to History #27, HCD staff presented to the M&C the AHC scope of services/budget as well as the key elements of the draft RFP to solicit homeless initiative projects that increase low-barrier emergency shelter units for homeless individuals & families, conduct street outreach, physical healthcare, and housing surge activities for encampment in alignment with the recommendations, and provide supportive services in support of key strategies from the Strategic Plan to Reduce and Prevent Homelessness

29. On January 2, 2023, Mayor & Commission approved (6-3) a Commission-Defined Option (CDO) that:
    a. Approved the Athens Homeless Coalition scope of work and budget ($1,080,000 of ARPA Homelessness funds) as proposed in the agenda report and authorize the mayor and staff to execute all related documents.
    b. Awarded $550,000 of ARPA Homelessness funds to the Salvation Army Center in Athens, GA., for the purposes of facility improvements and operational costs that will increase the capacity of existing shelter beds. Authorized Mayor and staff to execute all related documents […].
    c. Authorized the use of $500,000 of ARPA Homelessness funds to support the implementation of ACCGov's Warming Shelter plan, to include purchase of durable goods like blankets, pillows, and other necessary shelter supplies for ACCGov to deploy to our service partners and generators for ACCGov designated locations.

d. Approved the release of $2,830,000—which represents the remaining ARPA Homelessness funding after Items #1, #2, #3 of this CDO and $195,000 of ARPA Workforce Development funds allocated via CDO on October 3, 2023, toward physical healthcare initiatives—in the following manner:
    i. By February 15, 2024, HCD will release three separate Requests for Proposals (RFPs), each focused on a specific type of activity recommended in the Strategic Plan to Reduce and Prevent Homelessness (SPRPH) accepted by this body on October 3, 2023. These include:
        - RFP 1: Increase low barrier shelter, emergency shelter and transitional housing units (SPRPH Goal 3, Key Strategy 6)
        - RFP 2: Comprehensive street outreach (SPRPH Goal 2, Key Strategy 4), Physical healthcare access (per CDO on October 3, 2023), and Housing surges for encampments (SPRPH Goal 2, Key Strategy 5)
        - RFP 3: Homelessness Supportive Services: Diversion & rapid exit activities (SPRPH Goal 3, Key Strategy 7), Landlord-focused initiatives (SPRPH Goal 4, Key Strategy 9) and Establishing partnerships for employment (SPRPH Goal 5, Key Strategy 10)
    ii. All strategies in the three RFPs will be funded in an amount not to exceed the 'cap' of $2,830,000, with a minimum award amount of $50,000 for a period of a contract to be expended by Dec. 31, 2026, unless there is a strategy with no recommended proposal
    iii. Each eligible (as defined in the RFP) agency will be able to submit a maximum of 3 proposals with only one proposal for each RFP category
    iv. The Homeless Coalition Board shall participate in the review and recommendation process for all RFPs under this CDO. All participants in the RFP process shall comply with all conflict-of-interest policies required by this funding.
e. After documentation (e.g., financial audit, insurance coverage, etc.) as required by Department of Treasury guidelines is completed, staff shall bring to the Mayor & Commission for consideration a proposed contract with the Salvation Army of Athens, based on the unsolicited proposal received by ACCGov from the Salvation Army of Athens on August 24, 2023 […].

30. On January 31, 2024, the RFP for the ARPA Homelessness funding was released.

31. On March 7, 2024, staff extended the deadline for submissions to Monday, March 11, 2024 at 11:59 p.m. (midnight) to account for technical glitches in Zoom Grants. Potential applicants and all applicants who had already started the application process were informed via the HCD Nonprofit ListServ, the HCD and ARPA ACCGov websites, and through Zoom Grants notification emails.

32. On March 8, 2024, staff hosted a meeting with seven members of the Athens Homeless Coalition Board of Directors who self-selected to serve as part of the RFP review process. During the meeting, staff provided background on ARPA Homelessness funding, eligible

activities for the RFP, and technical training of the Zoom Grants grant management software used by HCD to administer funding awarded to partners.

33. On March 11, 2024, staff received a total of 11 applications by the deadline. Staff determined all 11 met the basic eligibility criteria outlined in the RFP.

34. Between March 12, 2024 and March 22, 2024, the RFP review committee, comprised of seven staff and six Athens Homeless Coalition members, reviewed and rated all 11 applications.

35. During the March 14, 2024 M&C Work Session, the Athens Homeless Coalition Board Chair, Sally Kimel-Sheppard, presented on the entity's progress to date and on upcoming plans. This presentation was in response to History #27.

36. On March 25, 2024, staff hosted an application review meeting in which the RFP review committee (seven staff and six Athens Homeless Coalition members) discussed ranking and funding recommendations.

37. On April 2, 2024, the M&C approved staff's recommendation to amend the Eviction Prevention Program contract with Family Promise of Athens (History #20), specifically through the provision of an additional $102,349 in funding that will help support an additional 35 households (total 300 households served through the contract period). The $102,349 represents the remaining funding from M&C's original allocation toward eviction prevention programming (History #7).

FACTS & ISSUES:

1. The U.S. Treasury Department requires that ARPA SLFRF funds be obligated and contracted by December 31, 2024 and spent by December 31, 2026.

2. The U.S. Treasury Department strongly encourages communities to guide the implementation of ARPA SLFRF funds through a strategic planning process. This process permits SLFRF utilization be informed by a needs assessment and strategies to enhance community equity and provides a platform by which decision makers can determine priorities for funding based on data and community context

3. The SPRPH provides background information on the context of homelessness in Athens-Clarke County, current funding, resources to address homelessness and housing insecurity, and the data collection process for this strategic plan. It suggests six overarching goals, each with specific strategies to further that goal. It also includes a proposed ARPA allocation plan.

4. As of February 29, 2024, the M&C have awarded the following contracts leveraging their designation of approximately $10.1M in ARPA funding toward activities designed to help reduce and prevent homelessness. The ARPA Data Hub, publicly available via https://arpa-funding-and-outcomes-tracker-athensclarke.hub.arcgis.com/ includes detailed information on program performance outcomes and funding expended to date.

Program and Subgrantee	Status	ARPA Funds Committed or Contracted	Remaining ARPA Balance (Without Contract or Commitment)
Cloudburst Group – Strategic Plan to Reduce & Prevent Homelessness	Complete	$131,116	$21,943
Eviction Prevention Program (2022) – Athenian First Development Corporation	Complete	$1,525,000	Staff has proposed reallocating remaining $102,349 toward current EPP program. M&C will vote on 4/2/24.
Athens Alliance Coalition - Sanctioned Homeless Encampment (First Step)	Encampment closed 12/31/24; administrative project close-out activities continue	$2,390,403	Projected: $40,073 (See Fact & Issue #5)
Family Promise of Athens (with The Ark) - Eviction Prevention Program	Ongoing; M&C will consider allocating additional $102,349 during 4/2/24 vote	$900,000	$0
Advantage Behavioral Health Services - Hotel Voucher Services for Select Former First Step Encampment Residents	Ongoing; contract ends 4/30/24	Up to $252,288 ARPA + up to $125K Gen Funds	Projected: $102,288 (See Fact & Issue #6)
Athens Homeless Coalition – various activities	In contracting	$1,080,000	$0
Salvation Army – Shelter Improvements	In contracting	$550,000	$0
ACCGov Emergency Shelter Plan	Ongoing	$500,000	$0
ARPA Homelessness Unallocated	M&C to consider funding recommendations on 5/7/24	$0	$2,781,884
TOTAL			**$2,946,188**

5. Staff is currently finalizing sanctioned homeless encampment project close-out activities, including the federally-mandated annual audit on the program. Staff estimates that approximately $40,073 of ARPA funding will remain in the project purchase order (PO) after all required expenses are paid. However, the exact figure will not be known until mid-May 2024 (after the proposed M&C vote on the ARPA Homelessness funding awards).

6. The contract for the ABHS Hotel Voucher Program for former First Step residents ends on April 30, 3024. Through March 31, 2024, the agency has reported expenditures totaling $135,639 of the $252,288 in ARPA funding that M&C allocated on October 3, 2024. Staff estimates that approximately $102,288 of ARPA funding will remain in the project purchase order (PO) at the conclusion of the contract. However, the exact figure will not be known until mid-May 2024 (after the proposed M&C vote on the ARPA Homelessness funding awards).

7. The RFP, which met all directives set by the January 2, 2024 CDO, was open to entities that met the following eligibility requirements:
    a. Must serve ACC residents; and
    b. Must be a public or private non-profit entity incorporated by or licensed in the State of Georgia, and registered with the IRS for at minimum of one year; and
    c. Must have at least 1 year of organizational experience operating a similar service or program in the area(s); and
    d. Must have demonstrated capacity to meet performance requirements for federally contracted funds, including compliance reporting and other Federal Grant funding requirements.

8. The final timeline for the ARPA Homelessness RFPs was:
    - Release ARPA Homelessness RFPs…… January 31, 2024
    - Technical Assistance Period, including webinar…… January 31-March 1, 2024
    - RFP Proposals Due…… March 11, 2024
      Original deadline was March 8, but was extended to account for Zoom Grants technical glitches.
    - Proposal Review, Recommendation of Submitted Proposals……. March 11-29, 2024
    - M&C Work Session on Funding Recommendations…….. April 9, 2024
    - M&C Voting Session on Funding Recommendations…… May 7, 2024
    - Contracting Process Begins…… May 10, 2024
      HCD will send the following to selected agencies: official award letter, contract, and list of additional required documents for contracting (e.g., proof of insurance, GSIC/SAVE forms, authorized signatories form, etc.)
    - Initial deadline for agencies to submit their requested changes to contract language, proof of insurance and other required documents…… June 10, 2024
    - Final ARPA deadline for contract to be fully executed…… December 31, 2024
    - End of programming Period for all Contracts …… December 31, 2026

9. Staff used Zoom Grants, a cloud-based grant management platform used by HCD since fall 2023, to solicit proposals for this ARPA Homelessness RFP and to manage the scoring of eligible applications by the review committee (staff and Homeless Coalition). In addition to this RFP, HCD has successfully used Zoom Grants to administer the FY25 CDBG, FY25 HOME and FY25 Community Partnerships Program RFP processes. Prospective applicants are offered ample opportunities for Technical Assistance related to Zoom Grants during the application period.

10. Staff received a total of 11 applications from nine different agencies in response to the RFP, totaling $6,528,427.06 in funding requests. See Fact & Issue #11 and **Attachment #1** for comprehensive details.

11. As part of the proposal review process on Zoom Grants, members of the review team (both staff and Athens Homeless Coalition members) were asked to:
    a. Score applications using the following rubric,

Evaluation Criteria	***Maximum Points***
Budget & Leverage	*10*
Feasibility/Timeline	*20*
Organization Capacity & Qualifications	*15*
Clarity/Quality of Proposal	*20*
Women & Minority Businesses	*5*
Local Businesses	*5*
Letters of Support	*5*
Risk Assessment	*20*
Total	*100*

    b. "Vote" as to whether each proposal should be recommended for funding, and
    c. Provide a funding recommendation.

12. As further detailed in **Attachment #1**, staff and committee members recommend funding the 8 top-scoring proposals as follows:

Rank	Applicant - Program	Requested Amount	Committee Votes (Y to N)	Committee Score (of 100)	Funding Recommend (% of request)
1	ABHS - Encampment Crisis Response Team	$200,000.00	13 to 0	93.73	$200,000.00 (100%)
2	Athens Area Habitat for Humanity-Family Promise Habitat Expansion	$163,110.00	13 to 0	91.27	$163,110.00 (100%)
3	Divas Who Win Freedom Center Inc - She Works Employment Initiative	$200,250.00	12 to 1	90.90	$200,250.00 (100%)
4	Family Promise of Athens - Diversion Program	$200,000.00	13 to 0	89.73	$200,000.00 (100%)

5	ABHS- Low-Barrier Shelter (Mitchell Bridge)	$1,500,000.00	12 to 0	88.30	Up to $1,500,000 (100%), but no less than $1,339,817 (90%)
6	Project Safe, Inc. - Emergency Shelter Improvement	$142,618.00	13 to 0	87.73	$142,618.00 (100%)
7	The Athens Wellness Clinic - Healthcare for the Homeless	$184,455.00	13 to 0	84.18	$184,455.00 (100%)
8	Economic Justice Coalition, Inc. - Above and Beyond Homecare Cooperative, LLC.	$905,268.00	10 to 3	60.64	$400,000 (44%)
9	About Face International - Leading People to a New Way of Life	$1,751,958.00	5 to 7 (1 undecided)	54.00	$0
10	The Twin Angels, Inc. - Harmony Haven Project (4 units)	$462,530.56	4 to 8 (1 undecided)	49.36	$0
11	The Twin Angels, Inc. - Homeless to Home Project (60 beds)	$818,237.50	5 to 7 (1 undecided)	45.27	$0
	TOTAL	**$6,528,427.06**			**Up to $2,990,433 but no less than $2,830,000**

13. Because staff will not know exactly how much funding will remain in the POs for the sanctioned encampment or the ABHS Hotel Voucher Program until after the May 7, 2024 M&C Regular Session (Fact & Issue #5 and #6), staff requests that M&C approve the award to ABHS for their low-barrier shelter (Mitchell Bridge) proposal as "up to $1,500,000, but no less than $1,339,817". The final contract language will include the accurate funding availability.

14. These recommendations support the Strategic Plan to Reduce and Prevent Homelessness and the following ACCGov Strategic Plan Goals and Strategies:
    a. Organizational Improvement Goal, Strategy D: *Increase resident engagement in the decision-making process to give greater emphasis to information and power sharing, mutual respect, and reciprocity between residents and their government.*
    b. Quality, Stable, Affordable Housing Goal, Strategy D: *Prevent and reduce homelessness by enabling supportive housing options that meet a variety of needs.*

OPTIONS:

1. Mayor and Commission:

a. Approve funding recommendations for a total of up to $2,990,433 of ARPA Homelessness funding, as outlined on **Attachments #1,** which includes $2,781,884 unallocated Homeless ARPA funding, unexpended funds from the homeless strategic plan contract ($21,943), and projected unexpended funds from the sanctioned homeless encampment ($40,073) and the ABHS Hotel Voucher program ($102,288); and

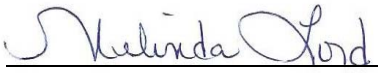
b. Authorize Mayor and staff to execute all related documents.

2. Mayor and Commission deny approval of the proposed Homelessness RFP funding recommendations.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Housing and Community Development
Prepared by: Alejandra Calva and Marci Irwin



Melinda Lord
HCD Assistant Director

03/26/2024
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Manager

April 8, 2024
Date:

ATTACHMENTS:
Attachment #1: ARPA Funding Award Recommendations
Attachment #2: ARPA Homelessness RFP Proposals Summary
Attachment #3: ARPA Homelessness RFP Scoring Summary

Attachment #1
Athens-Clarke County
Housing & Community Development Department
ARPA Homelessness Funding Recommendations

Available Funds:

$ 2,830,000.00	M&C designation of ARPA funding for Homelessness RFP
$ 23,843.23	Remaining balance from Homelessness Strategic Plan contract
$ 60,000.00	Projected remaining balance from Sanctioned Encampment contract
$ 2,913,483.23	Remaining balance from M&C ARPA designation to Homelessness activities

ARPA Homelessness Funding Recommendations:

Low-Barrier Shelter, Emergency Shelter and Transition Units

1. Athens Area Habitat for Humanity……. $163,110.00
   Family Promise Habitat Expansion
2. Advantage Behavioral Health Services….Up to $1,423,410.00 but no less than $1,363,410.00
   High Risk Team Advocates
3. Project Safe……. $142,618.00
   Emergency Shelter Improvements

Total Low-Barrier Shelter Activities……Up to $1,729,138 but no less than $1,669,138.00

Unsheltered Homeless Activities

4. Advantage Behavioral Health Services……. $200,000.00
   Encampment Crisis Response Team
5. The Athens Wellness Clinic……..... $184,455.00
   Healthcare for the Homeless

Total Unsheltered Homeless Activities…….…….…….... $384,455.00

Homelessness Supportive Services

6. Divas Who Win……. $200,250.00
   She Works employment initiative
7. Family Promise of Athens……$200,000.00
   Diversion Program
8. Economic Justice Coalition……. $400,000.00
   Above and Beyond Homecare Cooperative

Total Low-Barrier Shelter Activities……..…..…..…..$800,250.00

TOTAL ARPA Homelessness Funding……Up to $1,729,138 but no less than $1,669,138.00

Attachment #2

Summary of

ARPA Homeless Proposals

The Athens-Clarke County
Housing and Community Development Department (HCD)
375 Satula Avenue
Athens, GA 30601
706.613.3155
www.accgov.com/hcd

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ARPA Funding and Strategic Plan to Reduce & Prevent Homelessness

In March 2021, the American Recue Plan Act of 2021 (ARPA) authorized the $350 billion State and Local Coronavirus Fiscal Recovery Fund, of which Athens-Clarke County government received a total of $57.6 million. On March 1, 2022 the Mayor & Commission (M&C) approved and ARPA Utilization Concept that authorized funding of a portion of those funds for the prevention and reduction of homelessness. Several ARPA Homeless programs and activities have been implemented including a Strategic Plan to Reduce and Prevent Homelessness (SPRPH). This plan was accepted by M&C on October 3, 2023.

Approximately $2.83 million ARPA funding is available to fund additional activities to support the goals and strategies identified in the Strategic Plan to Reduce and Prevent Homelessness. There is no minimum threshold request for funding at this time, but all applications must address an eligible goal or strategy in the Strategic Plan to Reduce and Prevent Homelessness as described in the RFPs released on January 31, 2024.

The Review Committee

The Mayor & Commission designated Athens Homeless Coalition as the ARPA Homeless Advisory group in March 2022. The ARPA Homeless Advisory Group was instrumental in the development of the SPRPH. In January 2024, the Homeless Coalition was directed by M&C to participate in the review process of proposal received under the APRA Homeless RFP. The Coalition designated 6 individuals to participate in the review committee. This process included thirteen (13) review committee members in total: 6 ARPA Homeless Advisory Group designees, 6 ACCGov Housing and Community Development staff members, 1 ACCGov Inclusion Office/ARPA staff member.

The Review Committee reviewed application criteria, including an equity assessment, to determine the level of priority for each application, allocating up to 100 points per project. Rankings for funding recommendations are based on the total points from all committee reviews. Because the ARPA Homeless Advisory Board was a part of the review committee, the review meeting was held publicly as a group, with HCD staff serving as facilitators, to discuss all proposals for potential funding recommendations to be presented to Mayor and Commission for consideration. The Mayor and Commission reserve the right to accept, modify, or reject funding recommendations.

On April 16, 2024 and May 7, 2024, the Mayor and Commission will hold public hearings to consider and approve funding for the proposed ARPA projects and activities.

RFP - SPRPH Goal Activities

Eligible strategic plan goal activities included in these RFPs:

Low-Barrier Shelter

- Creation of new low-barrier units
- Rehabilitation of existing low-barrier units
- Must increase access to low-barrier shelter

Homeless Supportive Services

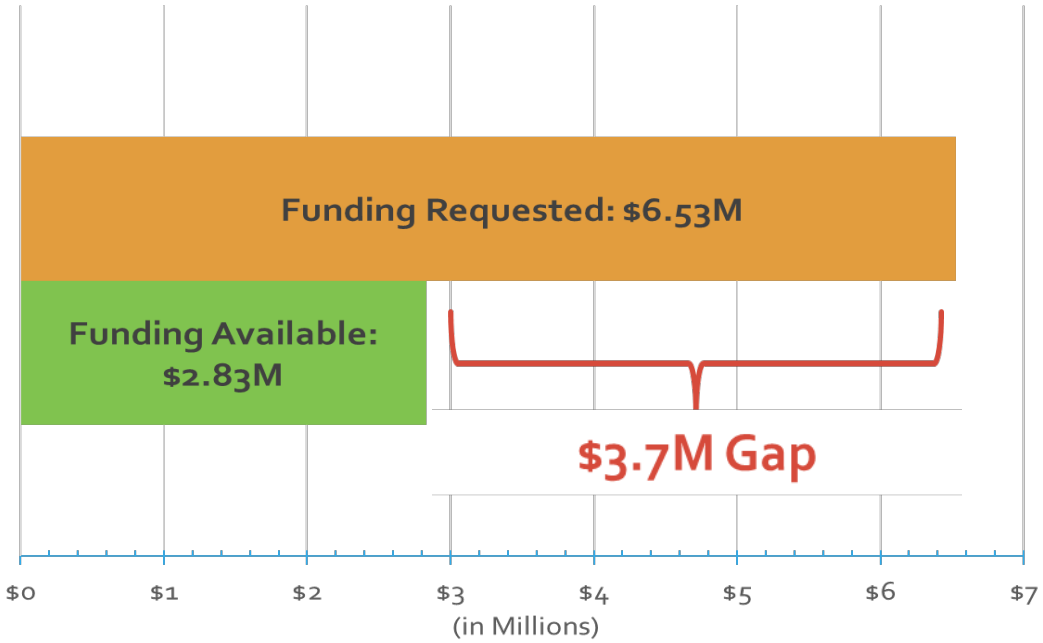
- Diversion & Rapid Exit
- Landlord Focused Initiatives
- Partnerships for Employment

Unsheltered Initiatives

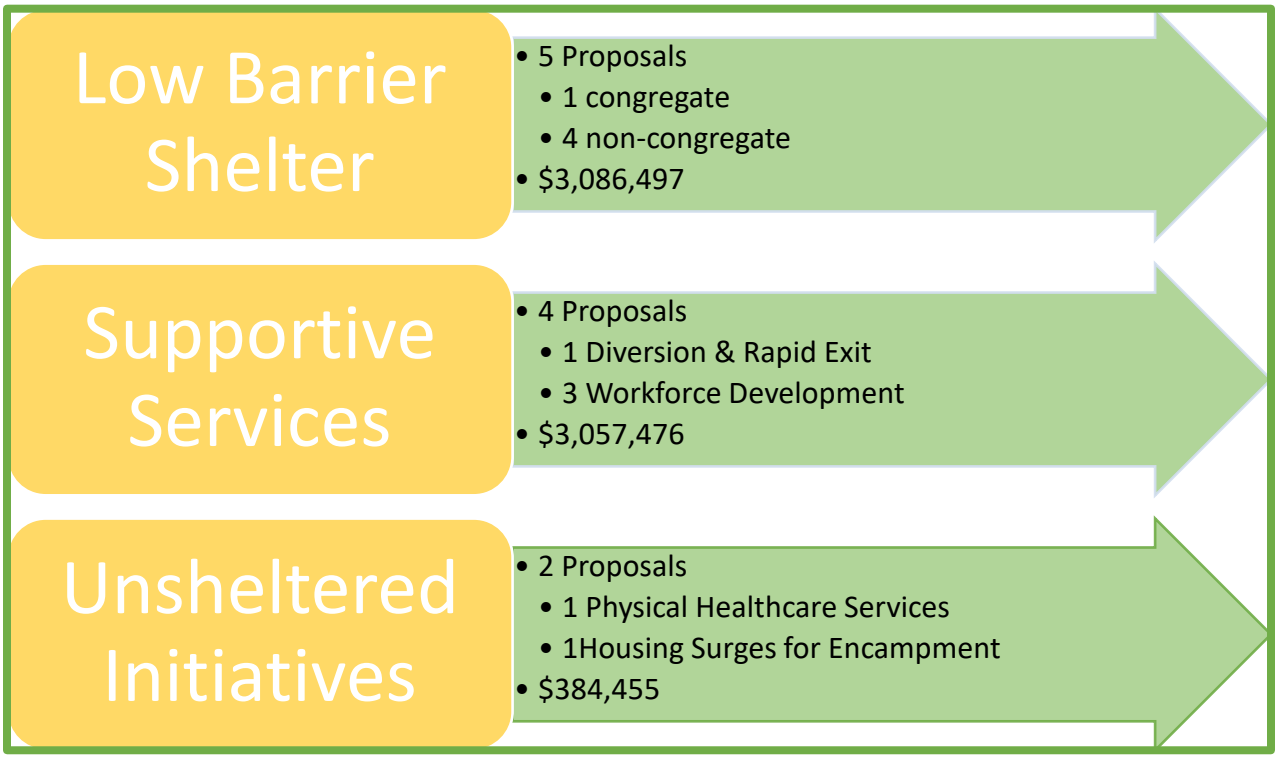
- Comprehensive Street Outreach
- Physical Healthcare Services
- Housing Surges for Encampments

Overview of Applications Received

- Total available funding: $2,830,000.00
- 11 applications received, total request: $6,528,427.06
- The gap between application requests and available ARPA funds is $3,698,427.06



Breakdown by RFP Category and Activity Type



Recommended Funding Summary

Rank	Applicant - Program	Requested Amount	Committee Votes (Y to N)	Committee Score (of 100)	Funding Recommend (% of request)
1	ABHS - Encampment Crisis Response Team	$200,000.00	13 to 0	93.73	$200,000.00 (100%)
2	Athens Area Habitat for Humanity-Family Promise Habitat Expansion	$163,110.00	13 to 0	91.27	$163,110.00 (100%)
3	Divas Who Win Freedom Center Inc - She Works Employment Initiative	$200,250.00	12 to 1	90.90	$200,250.00 (100%)
4	Family Promise of Athens - Diversion Program	$200,000.00	13 to 0	89.73	$200,000.00 (100%)
5	ABHS- Low-Barrier Shelter (Mitchell Bridge)	$1,500,000.00	12 to 0	88.30	Up to $1,423,660 (95%), but no less than $1,339,817 (89%)
6	Project Safe, Inc. - Emergency Shelter Improvement	$142,618.00	13 to 0	87.73	$142,618.00 (100%)
7	The Athens Wellness Clinic - Healthcare for the Homeless	$184,455.00	13 to 0	84.18	$184,455.00 (100%)
8	Economic Justice Coalition, Inc. - Above and Beyond Homecare Cooperative, LLC.	$905,268.00	10 to 3	60.64	$400,000 (44%)
9	About Face International - Leading People to a New Way of Life	$1,751,958.00	5 to 7 (1 undecided)	54.00	$0
10	The Twin Angels, Inc. - Harmony Haven Project (4 units)	$462,530.56	4 to 8 (1 undecided)	49.36	$0
11	The Twin Angels, Inc. - Homeless to Home Project (60 beds)	$818,237.50	5 to 7 (1 undecided)	45.27	$0
	TOTAL	**$6,528,427.06**			**Up to $2,913,843 but no less than $2,830,000**

Application Summaries (in ranking order)

Agency Name: Advantage Behavioral Health Services	
Project Name: Encampment Crisis Response Team	
RFP 3 Unsheltered Initiatives: Housing Surge for Encampments	
ARPA Requested: $200,000.00	**Recommendation:** $200,000.00
Application Ranking: #1 (of 11)	

Project Summary:
Advantage Behavioral Health Systems provides person-centered treatment and recovery support to individuals and families experiencing behavioral health challenges, intellectual/developmental disabilities, and addictive diseases.

ABHS has been working diligently to coordinate a community level response with multiple partners in a continuous attempt to develop creative solutions for individuals seeking shelter. One key development has been the creation of the Camp Crisis Response Team involving a multi-disciplinary response to the needs of both those living unsheltered as well as the larger community. The Camp Crisis Response Team meeting is a subcommittee created under the Athens-Clarke County Continuum of Care that collaboratively engages various stakeholders and property owners to coordinate a compassionate, reasonable, and supportive response to unsanctioned encampments. The core partners of the committee are the Advantage Behavioral Health Systems Street Outreach and PATH teams, the ACC Police Department, the ACC Alternative Response Team, ACC Leisure Services, ACC Code Enforcement, and community providers such as Backpack Project and Athens PBJ. This group regularly meets to discuss unsanctioned encampments that have been receiving extra attention from law enforcement, emergency personnel, neighboring property owners, or general community members in hopes of following up with coordinated outreach and service linkages with encampment residents.

ABHS will prioritize individuals in local encampments, utilize existing rapport and engagement strategies to promote access, identify, and overcome barriers. A portion of the budget proposal is dedicated for hotel vouchers, recovery program fees, deposits and first month's rent to promote access to housing supports. Given existing capacity, infrastructure and partnerships with local housing options including hotels, landlords, housing providers, and developers, ABHS expects to hit the ground running upon notice of award.

ABHS is requesting ARPA funds totaling $200,000 for costs to include service personnel, Short/Medium Term Rental Assistance, Short Term Hotel Voucher Assistance, Recovery Housing Program Entry Fees, Household Furniture and Startup Supplies, and administration costs. The proposed ABHS budget for this activity includes:

- $180,000.00 Direct Service Costs
- $20,000.00 Administration

*Leveraging & Match - $140,000.00

Agency Name: Athens Area Habitat for Humanity	
Project Name: Family Promise Habitat Expansion Project	
RFP 1 Low-Barrier Shelter: Creation of New Low-Barrier Units	
ARPA Requested: $163,110.00	**Recommendation:** $163,110.00
Application Ranking: #2 (of 11)	

Project Summary:
Athens Area Habitat for Humanity (AAHH) and Family Promise of Athens (FPA) have a history of partnering to build and provide housing supports to families experiencing homelessness. This project is a continuation and expansion of this work. AAHH will use funds to rehabilitate an existing structure to create two shelter units, each containing one bedroom, a kitchen, a dining room, and a bathroom. These units will be occupied by families (up to four individuals). Occupants will be part of the Family Promise shelter program while living in the units and will be provided with options for assistance with groceries, cooked meals, transportation, and case management.

Through this proposal, AAHH hopes to increase the number of shelter opportunities for families in Athens by two. Currently, all family shelters in Athens are at capacity year-round with long waiting lists. This project will help to provide shelter to approximately 20-30 individuals a year for the foreseeable future. By doing so, AAHH and FPA desire to provide opportunities for families to have a safe and stable living environment while working to find their own future permanent housing options. AAHH and FPA also desire to provide resources and opportunities to families in shelter that can help them reach their other goals which may include education, family therapy, transportation options, and more. Through these resources, FPA will work to try to house families as quickly as possible while equipping them with the tools and support to stay stably housed.

Athens Area Habitat for Humanity is requesting ARPA funds totaling $163,110 for construction and shelter operations service costs. The proposed AAHH budget includes:

- $130,910.00 Construction Costs
- $32,200.00 Shelter Operations & Coordinator

*Leveraging & Match - $51,250.00

Agency Name: Divas Who Win Freedom Center	
Project Name: She Works Employment Initiative	
RFP 2 Homeless Supportive Services: Partnerships for Employment	
ARPA Requested: $200,250.00	**Recommendation:** $200,250.00
Application Ranking: #3 (of 11)	

Project Summary:
DIVAS Who Win (DWW), a 501(c)(3) non-profit organization registered in Athens-Clarke County, offers pathways to wellness predominantly for women and young girls overcoming sex trafficking, sexual exploitation, prostitution, and addiction by creating a safe sanctuary that eliminates stigmatization while rekindling the inherent dignity of women and girls overcoming these adversities. As part of DWW's mission, DWW makes their Freedom Center in Athens, Georgia, available for vulnerable women as a safe and nurturing community hub. With over 150 monthly visitors, DWW provides wellness-centric services, peer-led support, and resources to women overcoming sex trafficking and addiction. Their holistic approach includes a community kitchen offering nourishing meals, an art center fostering creativity, and a retreat space for rejuvenation through massage therapy. DWW's 'She Works' program prepares women for re-entry into the workforce through comprehensive training, resume building, and interview preparation.

This 2-year project will support 65 homeless women by enrolling them in DWW's 'She Works' program which prepares them for re-entry into the workforce. The beneficiaries will receive the following services in four 20-week cohorts: 1) Workforce Training: 20-week workforce training 2) Resume and Skill-Building Workshops 3) Internships at Our Freedom Boutique where they will learn to apply their work skills to practical situations. 4) Connections to Local Employers: Participants will be connected with local employers who can offer well-paying jobs besides the option of working at our Freedom Boutique. DWW already has partnerships with employers who are willing to provide job opportunities suitable for the skills and training acquired through the program. 5) Access to Professional Attire 6) Transportation Reimbursement: to support participants' attendance at job interviews and to help them get to their new jobs. 7) Access to Shower and Food: Freedom Center is a safe center where homeless women can get access to showers and free nourishing meals in our kitchen. 8) Rehab Entry for Participants: DWW will finance the rehab entry for unhoused women participating in our project who have substance use disorders to ensure a holistic approach to addressing the complex challenges they face.

DWW is requesting ARPA funds totaling $200,250.00 for administrative and direct service costs to support program operations. The proposed DWW budget includes:

- $21,229.00 Direct Program Costs
- $100,000.00 Direct Service Staff
- $26,000.00 Administrative operating costs (rent, technology & utilities))

*Leveraging & Match - $112,000.00

Agency Name: Family Promise of Athens	
Project Name: Diversion Program	
RFP 2 Homeless Supportive Services: Diversion & Rapid Exit Programs	
FY25 CPP Requested: $200,000.00	**CPP Recommendation:** $200,000.00
VC Application Ranking: #4 (of 11)	

Project Summary:
Family Promise of Athens, FPA, (formerly the Interfaith Hospitality Network of Athens, Inc.) is a non-profit organization committed to providing housing supports to families with children who are facing or experiencing the crisis of homelessness. Family Promise has been a service provider for families experiencing homelessness in Athens for the past 20 years. Until 2020, the primary focus of the organization was providing shelter for families utilizing faith-based congregational buildings and volunteers. Since 2020, Family Promise has reimagined and expanded their services to fill in gaps of the continuum of services available in the community for families in different stages of homelessness from at-risk of homelessness to homeless to stably housed.

Through analysis of services available for families, it was clear that the Prevention and Diversion Programs were an opportunity for Family Promise to expand and provide needed services to families in Athens. They found that shelter contact lists were often long and arduous and that many people on the lists were facing eviction or were homeless, but only needed small amounts of financial assistance to secure housing. For these reasons, FPA made it a priority to start providing prevention and diversion services. For the past four years, Family Promise has focused on Prevention and Diversion, along with our long-running shelter program.

This project would allow for Family Promise to bolster diversion services to help quickly divert families from needing to seek shelter. The program would start with initial triage of families seeking shelter, as well as third-party referrals of families who may benefit from diversion services. The Prevention Coordinator would then take on a case load, based on diversion questioning, of families who have the potential for rapid exit of homelessness. Families will receive 30 days of case management including options for landlord/roommate mediation, assistance with housing applications, employment needs, or transportation needs that would assist with a quick exit from homelessness. Households will also be connected to community supports and resources, as appropriate, and will be provided with Family Promise Day Center services, which includes free laundry, household products, and hygiene supplies. As families secure housing options, additional families will be added to the caseload. The goal of the program will be to reduce the length of time that families experience homelessness, as well as reduce the number of families in Athens that need to seek shelter services.

Family Promise is requesting ARPA funds totaling $200,000.00 for administrative and direct service costs to support program operations. The proposed budget includes:

- $75,000.00 Direct service personnel salary and fringe benefits
- $125,000.00 Direct services costs (materials/supplies)

*Leveraging & Match - $100,000.00

Agency Name: Advantage Behavioral Health Services	
Project Name: Low Barrier Shelter	
RFP 1 Low-Barrier Shelter: Creation of New Low-Barrier Units	
ARPA Requested: $1,500,000.00	**Recommendation:** Up to $1,423,660, but no less than $1,339,817
Application Ranking: #5 (of 11)	

Project Summary:
Advantage Behavioral Health Systems, ABHS, is proposing to develop a 60-bed facility targeting individuals experiencing homelessness who are seeking safe and stable housing opportunities. To date, they have been approved for approximately $5.3 million in local SPLOST Funding, $4 Million in local ARPA Behavioral Health designated funding, and are currently in the final approval stages for $4.7 Million in State HOME-ARP funding. However, their projected estimates for total project development, including site work, hard and soft construction costs, total approximately $16 Million. Therefore, ABHS is requesting $1.5 Million in funding through this proposal to fill funding gaps specifically associated with hard construction and site work associated with this facility. ABHS has identified other private and in-kind leveraged resources that will support other shortfalls associated with FF&E and other minor miscellaneous expenses. If this proposal is successfully awarded, ABHS intends to break ground in October 2024 with an anticipated program start date of November 2025.

This development will provide short to medium term low-barrier shelter prioritizing local individuals experiencing homelessness and demonstrating high-risk behaviors which have limited their access to other local shelter and supportive housing programs. Located on a 17-acre campus at 240 Mitchell Bridge Road, individuals will have access to 24/7 onsite support staff, 24/7 crisis support, outpatient behavioral health and substance use support, and person-centered specialty support service based upon expressed need.

ABHS is requesting ARPA funds totaling $1,500,000.00 for construction, shelter operations and administrative costs. The UWNG CPP budget includes:

- $ 50,000.00 Administration Costs
- $100,000.00 Shelter Operating costs
- $1,350,000.00 Construction costs

*Leveraging & Match - $5,200,000.00 (this figure does NOT include ACCGov SPLOST & previously awarded ARPA funding)

Agency Name: Project Safe Inc.	
Project Name: Project Safe Emergency Shelter Improvement	
RFP 1 Low-Barrier Shelter: Rehabilitation of Existing Low-Barrier Units	
ARPA Requested: $142,618.00	**Recommendation:** $142,618.00
Application Ranking: #6 (of 11)	

Project Summary:
Project Safe's low barrier, confidentially located emergency shelter is a main feature of their crisis intervention. Victims of domestic violence may be screened and brought into our shelter 24-hours a day, 365 days a year. It's a 10-bedroom apartment building and each individual or family has their own bedroom with key code lock. Maintaining the apartment layout was an intentional choice to provide accommodations that feel homey, and to provide a balance between private spaces and shared gathering places.

Project Safe shelters survivors of all genders, with or without children or other dependent family members. They are one of the few shelters in Georgia to take in unaccompanied minors, and they also shelter clients' pets either on-site at the shelter or with their foster network at Vets 4 Pets and People. Project Safe shelters survivors regardless of mental illness, addiction, criminal history, immigration status, or other traditional barriers to shelter. Shelter is far more than a place to stay, however; residents work with trauma-informed, survivor-centered advocates to identify their own goals and create manageable steps to their completion. Project Safe offers multiple support groups each week, as well as a variety of activities for adults and children on site and in the community. They provide shelter residents with extensive financial assistance, transportation help, relocation assistance, and more. Their organizational value of Individual Response ensures they tailor their help as much as possible to each client's particular needs and goals. This also means that Project Safe has become more flexible with length of shelter stay—allowing many survivors to remain in shelter much longer than the typical 90 days—so that participants may find suitable housing.

In 2023, Project Safe sheltered 109 adults and children and 12 pets. In recent years, they have invested heavily in their emergency shelter—expanding from four bedrooms to ten, and four bathrooms to seven. They've added private advocacy rooms and a client resource center, expanded the playground and installed a dedicated pet yard and kennel. Most recently, they upgraded the security system, increased to 15 exterior cameras and multiple monitor stations inside, and added two generators to ensure safety, comfort, and seamless hotline access during power outages. Despite these improvements, the shelter has been well-loved and well-used, and wear and tear is showing considerably both from people and from their pets. Project Safe seeks funding to repair and replace cabinets, carpet, furniture, appliances, paint and parking area.

Project Safe is requesting ARPA funds totaling $142,618.00 for rehabilitation costs and a portion of the shelter coordinator staff costs. The proposed ARPA budget includes:

- $68,195.00 Direct personnel salary and fringe benefits
- $74,423.00 Rehabilitation costs

*Leveraging & Match - $70,912.00

Agency Name: The Athens Wellness Clinic	
Project Name: Healthcare for the Homeless	
RFP 3 Unsheltered Initiatives: Physical Healthcare Services	
ARPA Requested: $184,455.00	**Recommendation:** $184,455.00
Application Ranking: #7 (of 11)	

Project Summary:
Since 1988, Athens Wellness Clinic, AWC, has worked to foster a healthier community by bridging healthcare gaps for the homeless, the working poor, the uninsured residents of Athens. At AWC, they are experts in their domain, with a collective 125 years of poverty medicine. AWC has been an enduring and reliable presence in the Athens community providing completely free primary care, imaging, laboratory testing, medications, behavioral health and some specialty care to Athens most vulnerable adult residents.

Homeless patients, whether unsheltered on the streets or partially sheltered by couch-surfing, an occasional night in Bigger Vision or a temporary warming station shelter, or safely in a long-term shelter or drug/alcohol rehabilitation center, are overall at a lower state of health. Due to lack of medical care, many relatively common chronic diseases, such as diabetes or hypertension, may not be diagnosed until it is in a critical state and much more difficult to stabilize and treat. When living on the streets, there is no safe storage for medications and food, which are frequently lost or stolen. These individuals are frequently malnourished either due to lack of food or poor food choices or significantly poor dentition with missing, broken, rotting or abscessed teeth.

The Key Pillars for the indigent homeless patient are: Availability of care, Accessibility of Care, Affordability of Care, and Awareness of Care. The mission of the project is to bring awareness of the available free healthcare at AWC to the literally homeless population, provide them with low barrier, easily accessible healthcare and improve or stabilize the health status of homeless individuals.

AWC is requesting ARPA funds totaling $184,455.00 for direct healthcare costs and related administrative costs. The proposed ARPA budget includes:

- $158,360.00 Direct Services
- $26,095.00 Administration

*Leveraging & Match - $611,000.00

Agency Name: Economic Justice Coalition, Inc.	
Project Name: Above and Beyond Homecare Cooperative	
RFP 2 Homeless Supportive Services: Partnerships for Employment	
ARPA Requested: $905,268.00	**CPP Recommendation:** $400,000.00
VC Application Ranking: #8 (of 11)	

Project Summary:
Economic Justice Coalition (EJC)'s mission is to educate, advocate, and organize for quality jobs with living wages and benefits, with an explicit commitment to building worker power within BIPOC communities in Northeast Georgia. They accomplish this through voter registration and civic engagement, case management for workplace grievances, incubating cooperatively-owned businesses, and collective action to support organizing workers. By empowering workers to connect their working and living conditions directly to the policy and legislation impacting them, EJC is bringing about positive change in their communities.

Above and Beyond Home Care Cooperative, LLC., in alignment with Economic Justice Coalition's mission to advocate for low wage workers to earn a living wage, will help individuals experiencing homelessness build a better quality of life through partnerships for employment. Their goal is to bridge the gap for 5 homeless individuals by putting them to work to help them stabilize in all areas of life to prevent reoccurrences of homelessness. Their approach is to hire, train, and certify 5 CNAs for the Above and Beyond Homecare Corporative, taking them from homelessness into the workforce to obtain permanent housing. EJC understands that members of the homeless community are particularly vulnerable and face barriers for creating a better quality of life due to lack of income, mental health challenges, substance abuse, and other conditions. EJC will address individual barriers by providing the needed resources for wrap around services to help maintain employment and housing stability. CNAs will have access to learning new skills, receive hands-on training, and obtain certifications that will go with them beyond this project into future endeavors. In addition, they will receive wrap around services as needed for drug, alcohol, and behavioral health challenges, financial literacy, and case management through partnerships with local businesses and organizations.

CNAs will provide personal support services to 10 homecare participants such as cleaning, vacuuming, making beds, washing dishes, cooking meals, and grocery shopping. In addition to employing CNAs, EJC will provide 10 homeless individuals from the community with homecare and wrap around services. EJC's incubator program, Above and Beyond Homecare Cooperative, LLC, is licensed by the state of Georgia to provide homecare and personal support services to individuals needing assistance with activities of daily living inside their homes.

EJC is requesting APRA funds totaling $905,268.00 for the cost of operations, supplies, trainings, and salaries. The proposed ARPA budget includes:

- $179,712.00 Direct service personal salaries and fringe benefits
- $480,636.00 Direct service materials/supplies
- $244,920.00 Administration and Operation

*Leveraging & Match - $0.00

Agency Name: About Face International Corp.	
Project Name: Leading People to a New Way of Life	
RFP 2 Homeless Supportive Services: Partnerships for Employment	
ARPA Requested: $1,751,958.00	**Recommendation:** Not Recommended
Application Ranking: #9 (of 11)	

Project Summary:
About Face International Corporation (AFIC), based in Athens, GA, is a nonprofit organization dedicated to offering individuals a second chance. Through collaborative efforts with professionals in counseling, workshops, and specialized programs, they empower individuals, referred to as Jewels, to enhance their job readiness, secure employment, and ultimately equip them with the essential tools for survival and prosperity: shelter, food, and water. Their unique incentive program equips Jewels with vital skills like punctuality, reinforcing accountability for sustained workplace integration.

Through strategic partnerships with diverse practitioners and stakeholders, AFIC establishes a comprehensive support system comprising counseling, workshops, and specialized program assistance meticulously tailored to address the unique needs of each JEWEL. Central to AFIC's mission is the imperative of fostering partnerships for employment opportunities among Jewels. AFIC aims to empower Jewels to secure stable employment and embark on the path to rebuilding their lives by forging alliances with businesses, vocational training centers, and community organizations.

Collaborating with employers willing to provide second chances and offer job opportunities to individuals with criminal records is key to successful workforce reintegration. Drawing upon the lived experiences of individuals who have successfully navigated the challenges of reentry into the workforce, AFIC provides invaluable inspiration and real-world employment pathways for Jewels. AFIC's comprehensive support system extends beyond conventional services, offering on-site job support and integrating Certified Peer Specialists (CPS) who provide invaluable guidance from their lived experiences. This personalized approach ensures that Jewels receive tailored support to navigate the intricacies of workforce reentry successfully, foster resilience and facilitate long-term employment stability. Through these efforts, AFIC remains steadfast in its commitment to empowering Jewels and facilitating their successful reintegration into society as productive and valued workforce members.

AFIC is requesting ARPA funds totaling $1,751,958.00 for direct service & staffing costs, and administration and operation costs. The AFIC proposed ARPA budget includes:

- $725,826.00 Direct service personal salaries and fringe benefits
- $761,400.00 Direct service materials/supplies
- $264,732.00 Administration and Operation

*Leveraging & Match - $0.00

Agency Name: The Twin Angels, Inc.	
Project Name: Harmony Haven Project	
RFP 1 Low-Barrier Shelter: Creation of New Low-Barrier Units	
ARPA Requested: $162,530.56	**Recommendation:** Not Recommended
Application Ranking: #10 (of 11)	

Project Summary:
The Twin Angels mission is to empower & uplift individuals facing homelessness and residing in low-income communities. By providing essential resources, supportive services, and pathways to stability and self-sufficiency, they aim to address the root causes of homelessness and break its cycle.

Harmony Haven was born from a collective vision to create a safe and nurturing environment where individuals experiencing homelessness could find stability and support. The founders of The Twin Angels, Inc., inspired by a commitment to social justice and compassion, envisioned a place where every person could regain their independence and dignity. The architectural design of the homes prioritizes dignity, privacy, and community. The four-unit housing complex features thoughtfully designed living spaces that offer comfort and security. Each unit is equipped with essential amenities, including a kitchenette, bathroom, and sleeping area, providing residents with a sense of ownership and autonomy.

Beyond providing shelter, Twin Angels offers comprehensive support services to address the diverse needs of its residents. From case management and transportation to mental health counseling to job training and educational programs, residents have access to a wide range of resources aimed at empowering them to rebuild their lives. At their new home, there will be a community and the residents who are at the heart of everything done. Through communal spaces such as gardens, shared kitchens, and gathering areas, residents are encouraged to connect, support each other, and foster a sense of belonging. Regular community events and workshops further strengthen bonds and promote social inclusion. Central to the philosophy of Harmony Haven is the belief in the inherent dignity and potential of every individual. Through personalized support plans and empowerment-focused initiatives, residents are given the tools and resources they need to transition out of homelessness and lead independent, fulfilling lives.

Twin Angels is requesting ARPA funds totaling $462,530.56 for construction, staffing and operating costs. The Twin Angels proposed ARPA budget includes:

- $30,835.20 Direct service personal salaries and fringe benefits
- $398,047.36 Construction costs
- $33,648.00 Administration and Operation

*Leveraging & Match - $125,462.00

Agency Name: The Twin Angels, Inc.	
Project Name: Homeless to Home Project	
RFP 1 Low-Barrier Shelter: Creation of New Low-Barrier Units	
CPP Requested: $818,237.50	**Recommendation:** Not Recommended
Application Ranking: #11 (of 11)	

Project Summary:
The Twin Angels mission is to empower and uplift individuals facing homelessness and residing in low-income communities. By providing essential resources, supportive services, and pathways to stability and self-sufficiency, they aim to address the root causes of homelessness and break its cycle.

"Providing Hope" is a comprehensive initiative aimed at establishing a low-barrier shelter unit to address the urgent needs of the homeless population in the community. Through a collaborative effort involving local government agencies, non-profit organizations, and community stakeholders, this project seeks to create a safe and supportive environment where individuals experiencing homelessness can access essential services, temporary shelter, and pathways to long-term stability.

Providing Hope goals are: To establish a low-barrier shelter unit to offer temporary housing, meals, and basic amenities to individuals experiencing homelessness, regardless of their circumstances or barriers to entry; Create a welcoming and inclusive environment that respects the autonomy and dignity of each resident, fostering a sense of belonging and community; Collaborate with healthcare providers, social workers, and volunteers to provide on-site access to medical care, mental health counseling, substance abuse treatment, and case management services; Connect residents with housing assistance programs, transitional housing options, and supportive services to help them secure stable and permanent housing solutions; Engage with local residents, businesses, and community organizations to raise awareness, build support, and promote collaboration in addressing homelessness as a shared community responsibility; Monitor program outcomes, gather feedback from stakeholders, and continuously assess the effectiveness of the shelter unit in meeting the needs of its residents; Use data-driven insights to make informed decisions and implement improvements over time.

Twin Angels is requesting ARPA funds totaling $818,237.50 for construction, staffing and operating costs. The Twin Angels proposed ARPA budget includes:

- $ 95,040.00 Direct service personal salaries and fringe benefits
- $ 589,100.00 Construction costs
- $ 72,532.50 Direct Service costs
- $ 61,565.00 Administration and Operation

*Leveraging & Match - $787,384.50

ARPA Homelessness Programs [Question Averages]

Organization Name / Application Title	Requested Amount	Votes	Q1: Budget & Leverage	Q2: Feasibility / Timeline	Q3: Org Capacity & Qualifications	Q4: Clarity/ Quality of Proposal	Q1-4 Avg	Q5: WMBE	Q6: Local Businesses	Q7: Letters of Support	Q5-7 Avg	Q8: Risk Assessment	Q8 Avg	Committee Score	Ranking
About Face International Corp. Leading People to a New Way of Life	$1,751,958.00	5 to 7	3.1	11.5	6.5	10.9	32.1	3.8	2.5	2.2	8.5	13.8	13.8	**54.38**	**9**
Advantage Behavioral Health Systems Advantage Low-Barrier Shelter	$1,500,000.00	12 to 0	9.0	17.5	14.3	16.9	57.8	3.4	3.7	4.2	11.3	19.2	19.2	**88.17**	**5**
Advantage Behavioral Health Systems Encampment Crisis Response Team	$200,000.00	13 to 0	9.6	20.0	14.8	18.4	62.8	2.7	3.7	4.0	10.4	19.2	19.2	**92.38**	**1**
Athens Area Habitat for Humanity, Inc Family Promise Habitat Expansion	$163,110.00	13 to 0	9.9	18.5	14.2	18.2	60.7	3.8	3.5	3.2	10.4	18.5	18.5	**89.54**	**2**
Divas Who Win Freedom Center Inc	$200,250.00	12 to 1	7.1	17.7	13.5	18.3	56.5	4.7	4.2	4.4	13.2	18.5	18.5	**88.23**	**4**
Economic Justice Coalition, Inc. Above and Beyond Homecare Cooperative, LLC.	$905,268.00	10 to 3	4.7	9.2	9.1	13.9	36.9	4.2	3.0	1.5	8.6	15.4	15.4	**60.92**	**8**
Family Promise of Athens Family Promise Diversion Program	$200,000.00	13 to 0	9.6	19.2	13.9	18.1	60.8	2.2	3.5	2.0	7.7	20.0	20.0	**88.54**	**3**
Project Safe, Inc. Project Safe Emergency Shelter Improvement	$142,618.00	13 to 0	9.4	16.9	14.9	17.9	59.2	4.0	3.3	0.8	8.1	20.0	20.0	**87.23**	**6**
The Athens Wellness Clinic Healthcare for the Homeless	$184,455.00	13 to 0	9.0	17.7	14.1	17.5	58.2	1.5	3.4	4.2	9.1	16.2	16.2	**83.46**	**7**

The Twin Angels, Inc. The Twin Angels Harmony Haven Project	$462,530.56	4 to 8	6.5	10.0	6.9	12.0	35.5	3.9	2.8	0.5	7.2	6.9	6.9	**49.62**	**10**
The Twin Angels, Inc. Twin Angels Homeless to Home Project	$818,237.50	5 to 7	6.6	7.7	7.6	10.2	32.1	3.8	2.8	0.5	7.0	6.2	6.2	**45.23**	**11**
11 displayed 0 not included	**$6,528,427.06**														

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Approve Additional Funding for Alternative Response Team (ART) Program in FY24

DATE: April 5, 2024

EXECUTIVE SUMMARY:
A request for funding to continue the Alternative Response Team (ART) Program through FY24.

BUDGET INFORMATION:

REVENUES:	$ 100,000	ACCGov Operating Contingency
	$ 55,000	ACCPD FY24 Operating Budget
	$155,000	
EXPENSES:	$ 155,000	Estimated Remaining FY24 ART Operating Costs
ANNUAL:		
CAPITAL:		
OTHER:		
FUNDING SOURCE:	Operating Contingency	
	ACCPD FY24 Operating Budget	

COMMISSION ACTION REQUESTED ON: May 7, 2024

PURPOSE:
To request that the Mayor and Commission:

a) Approve the allocation of up to $155,000 in funds to sustain the ART Program through FY24;
b) Approve the use of up to $100,000 in Operating Contingency, and for the ACCPD to use $55,000 in FY24 operating funds;
c) Adopt the associated budget ordinance (**Attachment #1**); and
d) Authorize the Mayor and appropriate staff to execute all documents necessary for the continuance of the ART program.

HISTORY:

1. On February 17, 2015, the U.S. Department of Justice's Bureau of Justice Assistance requested applications for funding under the terms of the FY 2015 Justice and Mental Health Collaboration Program (JMHCP). A collaborative effort among Athens-Clarke County stakeholders in the spring of 2015 resulted in the development of a grant

funding proposal towards strategic planning for law enforcement and mental health collaboration.

2. On September 22, 2015, notice was received that an award of funds was available under the JMHCP in the amount of $149,790.

3. On November 3, 2015, the Mayor and Commission approved the acceptance of the 2015 JMHCP funds.

4. On January 18, 2017, the U.S. Department of Justice's Bureau of Justice Assistance requested competitive applications for funding under the terms of the FY 2017 JMHCP. Grant stakeholders began the compilation of materials for a potential continuation of the JMHCP grant under the terms of an implementation and expansion grant.

5. On April 4, 2017, the ACCPD submitted a FY 2017 JMHCP grant application consistent with the implementation and expansion of mental health services in Athens-Clarke County.

6. On May 2, 2017, the Mayor and Commission approved the acceptance of the JMHCP funds (Phase II), when awarded.

7. On September 20, 2017, notice was received that an award of funds was available under the FY 2017 JMHCP in the amount of $300,000, with a requisite match of $75,000. Funds from the General Fund FY18 and FY19 Budgets were authorized to meet the local funds requirement.

8. On April 23, 2019, the U.S. Department of Justice's Bureau of Justice Assistance requested competitive applications for funding under the terms of the FY 2019 JMHCP. Current grant stakeholders began the compilation of materials for a potential continuation of the JMHCP grant under the terms of a second implementation and expansion grant.

9. On July, 15, 2019, the ACCPD submitted a FY 2019 JMHCP grant application consistent with the implementation and expansion of mental health services in Athens-Clarke County.

10. On August 6, 2019, the Mayor and Commission approved the ACCPD's application for, and acceptance of, a Justice and Mental Health Collaboration Program grant for the Athens-Clarke County Police Department (ACCPD) in the amount of $750,000 with a $150,000 program match.

11. On September 27, 2019, notice was received that an award of funds was available under the FY 2019 JMHCP in the amount of $600,000, with a requisite match of $208,500.

12. On April 30, 2021, Advantage Behavioral Health Systems submitted a proposal to Mayor Kelly Girtz regarding an alternative response team that would consist of an EMT and clinician working collaboratively with the existing ACCPD Co-Responder teams and Street Outreach program.

13. On June 15, 2021, the Mayor and Commission approved the 2022 Fiscal Year Annual Operating and Capital Budget which included bolstering the Co-Responder Unit with four additional Licensed Clinical Social Workers to be paired with re-deployed ACCPD officers, creating up to seven units.

14. On September 21, 2021, at the regularly scheduled Mayor and Commission Agenda Setting Session, officials from both Advantage Behavioral and ACCPD presented briefly on the Alternative Response Team details.

15. On October 5, 2021, the Mayor and Commission approved the Memorandum of Understanding (MOU) with Advantage Behavioral Health Systems and the use of $276,800 in ARPA Funds in FY22.

16. In November 2021, Advantage Behavioral Health Systems was paid $184,305 to initiate the program (half of the total anticipated operating costs for the first year of operation).

17. In September 2023, Advantage Behavioral Health Systems sent an invoice for $69,118 for services rendered.

18. On January 31, 2024, Advantage Behavioral Health Systems sent an invoice for $53,146 for “reimbursement for balance of November 2023 expenses,” and full reimbursement for December and January program expenses.

19. On March 21, 2024, ACCGov’s Finance Department requested guidance on how to budget the ART Program for the remainder of FY24. Up to $155,000 in additional, dedicated funding is necessary to fully fund the unit’s anticipated expenses through the fiscal year.

FACTS & ISSUES:

1. The FY 2015 JMHCP grant proposal development and data collection process involved stakeholders from local law enforcement, corrections, courts, area hospitals, mental health providers, local emergency transport staff, and the J.W. Fanning Institute, among other key stakeholders.

2. The FY 2015 JMHCP grant allowed for the examination of policies, enhanced interdepartmental communications, and nurtured community support for such efforts concerning mental health services. The initiative has provided a clearly defined plan for increasing crisis response capacity to divert individuals with mental health and co-

occurring substance abuse issues from jail. Informed by the FY 2015 JMHCP, a 2017 JMHCP grant was requested as to assist in the implementation of expanded mental health service capacities.

3. Over the course of the 2015 JMHCP, significant gains were attained in defining the state of mental health services in Athens-Clarke County. Of particular note:
   a) For the period October 2015 through December 2015, approximately 38% of persons booked in the Athens-Clarke County Jail had either addictive or mental health diagnoses. Of such persons, 47% had co-occurring substance abuse and mental health disorders. In addition, 53% of such persons returned to jail at least once within a 12-month period, and 64% had been arrested more than five times.
   b) Over 200 interviews with criminal justice stakeholders and behavioral health providers were conducted to inform the discussion of the current mental health environment and potential system improvements.
   c) Sustained efforts among stakeholders allowed for detailed examinations of barriers to service consistent with the goals of the 2015 JMHCP grant's requisite Project Implementation Guide. Such examinations have also helped to shape future service delivery options.

4. Informed by the 2015 JMHCP and operations, attention was directed toward the use of a co-responder service delivery model in which a licensed clinician responds alongside an ACCPD officer on calls when mental illness is identified as a factor. In the short term, this outreach provides a face-to-face professional assessment of immediate safety and risk of the individual(s) involved. In the longer term, the co-responder can more effectively provide follow-up and engage individuals into services to prevent overutilization of jails and emergency rooms, and continued police response.

5. Funding in the amount of $300,000 was requested in support of 2017 JMHCP aims. Such funds were requested as to allow for:
   a) Implementation of a co-responder model in conjunction with Advantage Behavior Health Systems;
   b) Establishment of Mental Health First Aid training with community stakeholders;
   c) An increased potential for positive outcomes for mentally ill persons (supportive programs in lieu of entering, or remaining in, the criminal justice system); and

   d) A potential reduction in criminal justice system resources necessary for project aims (reduction in repeat calls, enhanced service delivery, and reduced incarceration).

6. Funding in the amount of $750,000 was requested in support of 2019 JMHCP aims. Such funds were requested as to allow for:
   a) Coordinated information sharing and data tracking among mental health stakeholders;
   b) Training and community education for justice officials and community service providers; and

c) Tailored case management and service coordination to ensure proper response, assessment and linkage to appropriate services for high-risk offenders and persons in mental health crisis.

7. At Co-Responder project outset, up to three Co-Responder Teams were anticipated to effectively address community concerns; however, given sustained Mayor and Commission support, demonstrated program effectiveness, and regional impacts, the ACCPD requested to field as many as seven teams by June 2022. As of April 2024, the ACCPD has three operational co-responder teams. The ACCPD continues to seek seven teams for Co-Response purposes.

8. The phased implementation of the Co-Responder models has proven impactful, sustained, and garnered attention from peer agencies throughout the region. Notably, as in BJA (July 2021) article "Law Enforcement – Related Interventions," ACCPD's intervention is described as follows:
   a) In 2019, with one team in place, care and coordination were provided to 700 persons;
   b) In a review of 15,000 cases, 1,751 persons were identified with potential behavioral health needs;
   c) In 2019, an additional Co-Responder Team was created, and a third team is actively in training.

9. Consistent with Mayor and Commission direction, a complementary program (Alternative Response Team, or "ART") to the ACCPD's Co-Responder Program was developed with Advantage Behavioral Health Systems. Such program seeks to address calls for service with a mental health nexus, but absent the need for an immediate law enforcement response.

10. ART is designed to respond to non-violent calls from residents where the assistance requested is outside the scope of services provided by law enforcement. It supplements other programs maintained by Advantage, ACCPD, and ACCGov in order to address identified gaps related to call volume, frequent utilizers of the crisis system, non-acute crisis events, ongoing engagement needs, basic medical assessments, first aid, and coordination of medical services.

11. ART is operated by Advantage Behavior and is a model informed by alternative response and prevention programs:
    a) The ART model operates as a supplement to the Co-Responder Teams;
    b) Teams are to be comprised of an EMT, or other medical professional, and a licensed clinician, and one peer specialist;
    c) ART calls are to be routed through 911 dispatch for instances that are identified as primary behavioral health and deemed safe;
    d) Teams are to respond to calls from law enforcement at scenes where it is determined there is no safety concern and it is not a police matter;

e) ART is to include a peer engagement team that operates alongside the ARTs to offer outreach, engagement, and support to individuals identified as in need of behavioral health or other social services.

12. ART's response to *specified non-emergency behavioral health calls* is routed through the 911 center based on the procedure outlined in the program's MOU. ART will provide care coordination, referral, and follow-up for individuals referred only when they voluntarily consent to intervention.
13. Via approval of the program's MOU in October 2021, the agreement commenced on October 5, 2021 for a one-year period and for three one-year renewals through October 4, 2025, contingent upon approved funding.

14. As structured in the MOU, staffing costs of the ART Program are anticipated to appreciate each year (Teams / Estimated Costs):
    a) Year One: $277,920, 1 Team
    b) Year Two: $466,560, 2 Teams
    c) Year Three: $655,200, 3 Teams
    d) Year Four: $843,840, 4 Teams
    e) Total Program Personnel Costs (Years 1-4): $2,243,520

15. The ART Program MOU also details potential additional (e.g., "equipment," and "other") estimated costs for ART Program Years One - Four which approach $730,530 (total).

16. The approved use of ARPA Funds, $276,800, is consistent with payment for only Year One's (est. $277,920) staffing costs. However, the MOU specifies a "Pilot-Year One" total cost of $368,610. Additional costs, potentially not covered by current authorized funding, are inclusive of equipment, tablets, supplies, office space, training, travel, data collection, engagement materials, and lease/operation of a wheel-chair accessible van.

17. On March 21, 2024, ACCGov's Finance Department requested guidance on how to budget the ART Program for the remainder of FY24. As the initial funding approved entailed $276,800 in ARPA funds, the issued purchase order would exhibit a shortfall of $29,769 for services rendered to date. An estimated $120,000 to $125,000 will be required to meet anticipated costs for the remainder of FY24. In sum, up to $155,000 in additional dedicated funding is needed to sustain the program in FY24.

18. To date, the funding for ART has been via the initial ARPA allocation. The ACCPD has not requested additional funds for ART via its operating budget requests since the formation of the program in October of 2021.

19. Potential options to address the anticipated FY24 funding gap have been proposed. Options include: reallocation of existing ARPA funds; the requested use of operating contingency; use of identified Police Department or Other General Administrative budget savings; or a combination of such actions. It is proposed that up to $100,000 in Operating

Contingency, and $55,000 of the ACCPD's FY24 Operating Budget be used for sustainment of the ART Program.

20. Advantage Behavioral Health Systems provided a listing of ART Program encounters as of March 29, 2024 (with contacts March 16, 2023 – March 22, 2024):
    a) Quarter 1 / 2023: 8
    b) Quarter 2 / 2023: 40
    c) Quarter 3 / 2023: 5
    d) Quarter 4 / 2023: 16
    e) Quarter 1 / 2024: 26

21. Notably, as within the ART Program MOU:
    a) Section X. Termination: "Either Party may terminate this MOU for convenience with thirty (30) days' written notice to the other Party. Either Party may terminate this MOU for the other Party's material breach of the terms and conditions of this MOU with ten (10) day's written notice to the breaching Party." and;
    b) Section VI(1). Terms of the Agreement: "… Unless terminated earlier, this MOU shall automatically renew for up to four additional one-year periods, contingent upon approved funding."

22. These recommendations support the following ACCGov Strategic Plan Goals, Strategies, and/or initiatives:
    a) Good Neighbors
    b) Organizational Improvement

OPTIONS:

1) Mayor and Commission:
    a) Approve the allocation of up to $155,000 in funds to sustain the ART Program through FY24;
    b) Approve the use of up to $100,000 in Operating Contingency and for the ACCPD to use $55,000 in FY24 operating funds;
    c) Adopt the associated budget ordinance (**Attachment #1**); and
    d) Authorize the Mayor and appropriate staff to execute all documents necessary for the continuance of the ART program.

2) Mayor and Commission deny additional funding in support of the ART Program.

3) Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION:

Option 1: a, b, c, and d

DEPARTMENT:

Prepared by: Joshua Watkins



Jerry G. Saulters

4/05/2024
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager

April 8, 2024
Date:

ATTACHMENTS:

Attachment #1

AN ORDINANCE TO AMEND THE FY2024 ANNUAL OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE FUNDING TO THE POLICE DEPARTMENT FOR THE ALTERNATIVE RESPONSE TEAM (ART)PROGRAM; 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 to provide funding to the Police Department for the Alternative Response Team (ART) Program; and for other purposes.

Said Operating and Capital budget is hereby amended as follows:

General Fund:

EXPENDITURES:

Decrease:	
Operating Contingency	up to $100,000
Increase:	
Police Department	
Operating Expenses	up to $100,000

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

Athens-Clarke County Contract Awards
In Excess of $10,000 - March 2024

Contract Award Date	Vendor Name	Commodity or Service	Contract Amount	Department	Funding Source
Manager Awarded Contracts: Total $375,297.44					
03/04/2024	J&T SERVICE CENTER INC	Furnish and Install Generator at Fire Station #6 (1)	107,550.00	Facilities Management	General Capital Projects Fund
03/18/2024	PREMIER ELEVATOR COMPANY INC	Install Door Lock Monitoring Overlay to elevators - City Hall, Courthouse & Courthouse Parking Deck	125,000.00	Facilities Management	General Capital Projects Fund
03/19/2024	SHI INTERNATIONAL CORP	Software Renewal: Microsoft Enterprise Mobility Security Suite	142,747.44	Information Technologies	General Fund
Purchasing Awarded Contracts: Total $1,256,986.65					
03/01/2024	CATEGORY FIVE TECHNOLOGIES INC.	Drinking Fountain & Filling Station (1)	17,290.32	Leisure Services	General Capital Projects Fund
03/04/2024	CANNON COCHRAN MANAGEMENT SERVICES INC	Funding Reimbursement - February 2024	19,128.14	Safety & Risk	Self Funded Insurance & Claims Intr Serv
03/05/2024	POWERS JAMES LAWRENCE	Legal Services	15,000.00	District Attorney's Office	General Fund
03/05/2024	JACOBS ENGINEERING GROUP INC	Staff Augmentation Services - North Avenue RAISE Grant - January 2024	21,120.50	Program Administration	SPLOST 2011 Cap Proj Fund
03/05/2024	CORE & MAIN LP	Pipe (160 feet)	10,544.00	Streets & Drainage	American Rescue Plan
03/07/2024	NEW URBAN FORESTRY ACQUISITION LLC	Tree Removal (1) - Memorial Park	12,000.00	Leisure Services	General Capital Projects Fund
03/07/2024	W W GRAINGER INC	Vertical Personnel Lift (1)	10,598.59	Facilities Management	General Fund
03/11/2024	EWT HOLDING III CORP	Mobilization for Equipment Upgrade at North Oconee Water Treatment Plant	15,600.00	WRF Administration	Water & Sewer Ent Fund
03/11/2024	TRANSAFE INC	Square Sign Posts, Anchors & Hardware (800)	38,618.00	Transportation & Public Works	General Capital Projects Fund
03/12/2024	TYNERS TRUCK AND AUTO REPAIR INC	Frame Rebuild	15,208.73	Fleet Management	Fleet Management Intr Serv Fund
03/14/2024	WELLS ANN H	Easement Payment to Property Owner	10,500.00	Program Administration	TSPLOST 2018 Cap Proj Fund
03/14/2024	DIVERSIFIED CAPITAL GROUP INC	Precinct Signs (21)	10,594.71	Board of Elections	General Fund
03/14/2024	RS&H INC	Professional Services - Transit Database Reporting	15,747.86	Transit	Grant Spec Revenue Fund
03/14/2024	SOUTHEASTERN LAUNDRY EQUIPMENT SALES INC	Washing Machine (1)	19,100.01	Corrections	General Fund
03/14/2024	LEXISNEXIS RISK DATA MANAGEMENT INC	Software Subscription Fee 12/01/2023 through 11/30/2024	23,129.21	Police Field Operations Bureau	General Fund
03/14/2024	GEORGIA POWER COMPANY	Repair/replacement & Maintenance Medium Voltage Electrical Distribution System - Beacham Plant	28,545.48	Public Utilities	Water & Sewer Construction Ent Fund
03/14/2024	COLE TECHNOLOGY INC.	Repair Spray Pump - Middle Oconee Pump Station	49,273.21	Plant Maintenance	Water & Sewer Ent Fund
03/14/2024	STANTEC CONSULTING SERVICES INC	Project Management Training	44,596.30	Public Utilities	Water & Sewer Ent Fund
03/15/2024	OCONEE HILL CEMETERY TRUSTEES	Easement Acquisition	42,300.00	Public Utilities	Water & Sewer Construction Ent Fund
03/19/2024	MAXAIR MECHANICAL LLC	Furnish & Install HVAC Daikin Unit and provide 4 temporary heat pumps - Morton Theater	53,141.00	Facilities Management	General Capital Projects Fund
03/19/2024	DALTON CARPET ONE INC	Flooring Replacement - Morton Theater: Backstage Chorus Level Dressing Rooms	11,121.00	Facilities Management	General Capital Projects Fund
03/19/2024	RUSHTON LLC	Account Audit Service Fees 2024	16,000.00	Housing & Community Development	American Rescue Plan
03/19/2024	CIVICPLUS LLC	Annual Website Fees	25,851.13	Public Information Office	General Capital Projects Fund
03/19/2024	DKSL INC	Emergency Fiber Repair - Contractor Damage	19,544.40	Airport	General Capital Projects Fund
03/19/2024	RS&H INC	Ridership Sampling Plan	19,277.40	Transit	Transit System Ent Fund
03/19/2024	APPLIED TECHNICAL SYSTEMS INC	Alum Storage Tank Corroded Head Replacement	12,000.00	Plant Maintenance	Water & Sewer Ent Fund
03/19/2024	SCHAFFER MANUFACTURING COMPANY	Synthetic Food Grade Gear Lube	10,235.85	Plant Maintenance	Water & Sewer Ent Fund
03/20/2024	AMERICAN EAGLE LLC.	Clearing, mulching of trees, brush and mowing of native areas	13,500.00	Landscape Management	General Fund
03/22/2024	ALLAN VIGIL FORD	Vehicle Replacement: Ford F350 C&C (1)	51,781.00	Fleet Management	Fleet Replacement Intr Serv Fund
03/22/2024	DALTON CARPET ONE INC	Flooring Replacement - Dougherty Street Auditorium	13,736.00	Facilities Management	General Capital Projects Fund
03/22/2024	DALTON CARPET ONE INC	Flooring Replacement - State Courtroom and Juror Room	29,706.00	Facilities Management	General Capital Projects Fund
03/26/2024	FAMILY FORD INC	Vehicle Replacement: 2024 FORD MACH-E (Building Inspection)	50,380.00	Program Administration	SPLOST 2020 Cap Proj Fund
03/26/2024	FAMILY FORD INC	Vehicle Replacement: 2024 FORD MACH-E (State Court Solicitor)	50,380.00	Program Administration	SPLOST 2020 Cap Proj Fund
03/26/2024	CLYDE ARMORY INC	Bullet Proof Vests (50)	33,600.00	Police Field Operations Bureau	General Fund
03/26/2024	RS&H INC	MACORTS Metropolitan Transportation Plan through 3/31/23	15,350.50	Planning	Grant Spec Revenue Fund
03/26/2024	RS&H INC	MACORTS Metropolitan Transportation Plan through 7/31/23	33,492.01	Planning	Grant Spec Revenue Fund
03/26/2024	CENTRALSQUARE TECHNOLOGIES LLC	Software Annual Maintenance Fee 7/1/24 - 6/30/25	95,646.45	Information Technologies	General Fund
03/26/2024	HENRY SCHEIN INC	AED Plus Package (8)	13,113.00	Fire	General Capital Projects Fund
03/27/2024	CONVERGE TECHNOLOGY SOLUTIONS US LLC	IT Hardware: Switch Catalyst 9200	26,664.39	Information Technologies	General Capital Projects Fund
03/27/2024	QUADIENT INC	Mail Meter Postage	43,497.00	Internal Support	Internal Support Intr Serv Fund
03/29/2024	GREGORY AKRIDGE	Otter Fencing Repair	19,623.00	Leisure Services	General Capital Projects Fund
03/29/2024	FAMILY FORD INC	Vehicle Replacement: 2024 FORD MACH-E (Corrections)	50,380.00	Program Administration	SPLOST 2020 Cap Proj Fund
03/29/2024	FORENSIC TECHNOLOGY INC.	Warranty for IT system: 5/11/24 - 5/10/25	26,274.00	Police Field Operations Bureau	General Fund
03/29/2024	FAMILY FORD INC	Vehicle Replacement: 2024 FORD MACH-E (Sheriff's Office)	50,380.00	Program Administration	SPLOST 2020 Cap Proj Fund Fleet Replacement Intr Serv Fund
03/29/2024	BILLBOARD SOURCE INC	Billboard Advertising	12,037.50	Police	Grant Spec Revenue Fund
03/29/2024	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	14,566.21	Program Administration	TSPLOST 2018 Cap Proj Fund
03/29/2024	ATHENS REGIONAL LIBRARY	Books/Audio Visual Reimbusement - February 2024	15,231.75	Program Administration	SPLOST 2011 Cap Proj Fund
03/29/2024	UTILICOM SUPPLY ASSOCIATES LLC	Pedestrian Insert Countdown for Pedestrian Crossing (100)	11,582.00	Transportation & Public Works	General Fund
Number of Contracts	**51**	**Total of Contract Awarded**	**$ 1,632,284.09**	Submitted by: Jessica Beri Purchasing Administrator April 16, 2024	