TENTATIVE AGENDA

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

SPECIAL CALLED SESSION

TUESDAY, AUGUST 1, 2023, 5:00 P.M.

CITY HALL

A. Roll call

B. Purpose of meeting: enter into executive session for discussion of pending or threatened litigation

C. Enter into executive session

D. 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.

Before 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 07-31-2023

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

TUESDAY, AUGUST 1, 2023, **6:00 P.M.**

CITY HALL

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

A. Roll call

B. Approve Minutes of meetings of Tuesday, June 6 and Tuesday, July 18, 2023

C. Written communications

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

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

1. ADOPT: Ordinance for grant acceptance- Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program

2. ADOPT: Ordinance for Legislative Review Committee report: Updating indoor smoking ordinance to include vaping products

3. ADOPT: Ordinances for Cafe and open container edits and continued closure of Newton Street between Prince Avenue and Meigs Street

4. APPROVE: GIS-Based permitting and development software contract amendment

5. APPROVE: Vendor selection and a renewable agreement for fleet management software

6. APPROVE: Seagraves Drive culvert replacement project - Bid award

7. APPROVE: Sanford Stadium sanitary sewer interceptor improvements phase I - Approval of preliminary construction plans

8. APPROVE: Energy Efficiency Conservation Block Grant (EECBG) – Appliance assistance initiative

9. APPROVE: Pass out with no action: Legislative Review Committee report: Digital signage and billboards

10. APPROVE: SPLOST 2011, Project 26 - Road & Bridge Improvement/General Intersections - Hawthorne Avenue at Oglethorpe Avenue, Sub-Project #3 preliminary plans approval

11. APPROVE: TSPLOST 2018 Project 01, Airport Capital Improvements Program – Airport perimeter fencing phase 1, Sub-Project #4 proposed project concept and construction services contract award

12. APPROVE: SPLOST 2020 Project 27, Facility Equipment System Replacement Project, Sub-Project #3 - FY24 Capital Projects

F. Public input. If you wish to address the Mayor and Commission on any other item (#13- 25, and 36) listed below on this agenda, please go to the podium and state your name and address. Comments on items not listed on this agenda will be received upon the completion of all other business. RULES OF THE COMMISSION STATE THAT A CITIZEN MAY SPEAK ONCE DURING THE FOLLOWING PORTION OF THE AGENDA FOR UP TO THREE MINUTES WITH A 30 SECOND REMINDER AT TWO AND A HALF MINUTES.

G. Old business

13. Government Operations Committee report: Creation of public safety monitor function within the Office of Operational Analysis

14. SPLOST 2020 Project 25 - East Side Library Project, Proposed candidate sites

15. SPLOST 2020 Project 01 - Facilities Space Modernization Project, Sub-Project #1 - Judicial Center – candidate site selection

16. SPLOST 2011 Project 14, Sub-Project #7 – Sandy Creek Park Playground Replacement, design and construction services contract award

17. SPLOST 2011 Project 23, Sub-Project #8 – Construction services contract award for ACC Library and on-call solar photovoltaic systems services contract awards. Staff requests this item be held.

18. SPLOST 2020 Project 08, Public Safety Vehicles, Sub-Project #3 – Proposed sub-project concept

19. SPLOST 2020 Project 19, Bishop Park Improvements – Award of construction services. Staff requests this item be held.

20. Boys and Girls Club of Athens contract approval

21. SPLOST 2020 Project 03, Classic Center arena – Proposed third financing. This item will be considered at a special called session Tuesday, August 15, 2023.

22. Intergovernmental agreement (IGA) between the Unified Government of Athens-Clarke County and the Clarke County School District for youth development and violence prevention

23. FY24 Unified Government of Athens-Clarke County/University of Georgia agreement to share public transit reimbursements from the Federal Transit Administration's (FTA) Small Transit Intensive Cities Fund

24. Amend agenda item on judiciary request for ARPA funds (July 18, 2023)

H. New business – Consider under suspension of Rules

25. Appointments to various boards, authorities, and commissions

36. Taxiway A Reconstruction and Realignment Project and Localizer Replacement Project, Athens-Ben Epps Airport, GDOT Project No. AP020-XXXX-XX(059) ("Project") – Proposed Settlement with Astra Group, LLC

I. Public hearing and deliberation on recommendations from the Athens-Clarke County Planning Commission. All proposed recommendations will be disposed of, item by item, by the receipt of public input, the close of public input, and the consideration of each item by the Commission. PLEASE REFER TO ATTACHMENT A FOR TIME LIMITS FOR PRESENTATIONS.

26. Request of Chris Hunkle, 125 Baxter LLC, for rezoning from RM-2, C-G, and RS-15 (Mixed Density Residential, Commercial General and Single-Family Residential) to RM-3 Mixed Density Residential on 18.56 acres known as 125 Baxter Drive. Proposed use is Residential Multi-Family. This will require an amendment to the Future Land Use Map from Mixed Density Residential to Main Street Business. Type I District 10

Planning Commission Recommendation:
Future Land Use: Approval – unanimous
Rezoning: Approval w/conditions – unanimous

27. Request of Mark Campbell/Carter Engineering, Jack Frieson as Trustee of the Susan Steiner Trust U/W Pickney Alston Steiner, III, for rezoning from C-G* (Commercial General with conditions) to C-G Commercial General on 6.44 acres known as 2460 West Broad Street. Proposed use is a hotel. Type II District 2

Planning Commission recommendation: Approval (unanimous)

28. Request of Marina Moore/MSM Health Services LLC, for special use in AR (Agricultural Residential) on 2.26 acres known as 115 Joe Carey Road. Proposed use is a personal care home. Type II District 3

Planning Commission recommendation: Approval w/conditions (unanimous)

29. Request of Jessica Hood/Carter Engineering, John Chandler and Susan Willis, for special use in C-N (Commercial Neighborhood) on 6 acres known as 3080 Danielsville Road. Proposed use is a veterinary clinic. Type II District 9

Planning Commission recommendation: Approval w/conditions (unanimous)

30. Request of Athens-Clarke County for text amendment to Section 9-15-27 regarding procedures for renaming streets.

Planning Commission recommendation: Approval (unanimous)

31. Request of Athens-Clarke County for name change for South Finley Street (between Baxter Street and Cloverhurst Avenue) to Linnentown Lane.

Planning Commission recommendation: Approval (unanimous)

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K. Receive report from Mayor

32. Adopt A Highway proclamation

L. Receive report from Manager

33. Ratification of acceptance of additional grant award thru the PSCVRG grant program and adoption of accompanying budget ordinance

34. Manager acceptance of grant funding and budget amendment

35. Contract awards in excess of $10,000 for month of June 2023

M. Receive report from Auditor

N. Receive report from Attorney

O. Receive input from Commissioners

P. Adjourn

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

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

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K. Receive report from Mayor

32. Adopt A Highway proclamation

Attachment #1

AN ORDINANCE TO AMEND THE FY2024 OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE GRANT FUNDING AS AWARDED, FROM THE GEORGIA GOVERNOR'S OFFICE OF PLANNING AND BUDGET – IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONALLY IMPACTED COMMUNITIES PROGRAM FOR EXPENSES RELATED TO HEARD PARK IMPROVEMENTS AND SATTERFIELD PARK TENNIS/PICKLEBALL AND FOOTBALL FIELD IMPROVEMENTS; 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 awarded from the Georgia Governor's Office of Planning and Budget – Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program for expenses related to Heard Park Improvements and Satterfield Park Tennis/Pickleball and Football Field Improvements. Said Operating budget is hereby amended as follows:

Grants Special Revenue Fund:

REVENUES:
Increase:
Georgia Governor's Office of Planning and Budget – Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program $1,987,553.70

EXPENDITURES:
Increase:
Leisure Services
Capital Expenses $1,987,553.70

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: Grant Acceptance - Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program

DATE: July 5, 2023

BUDGET INFORMATION:

REVENUES: Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program Grants
$ 990,000.00 Heard Park Improvements Grant
$ 614,753.70 Satterfield Park Football Field Improvement Project Grant
$ 382,800.00 Satterfield Park Tennis/Pickleball Court Improvements Grant
$1,987,553.70 Total grant funding awarded

EXPENSES: $ 990,000.00 Heard Park Improvements
$ 614,753.70 Satterfield Park Football Field Improvement Project
$ 382,800.00 Satterfield Park Tennis/Pickleball Court Improvements
$1,987,553.70 Total projected expenses for all projects

FUNDING SOURCE: Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program Grants

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request Mayor and Commission:

a. Adopt a budget ordinance to amend the FY24 budget and accept the grant awards from the Georgia Governor's Office of Planning and Budget – Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program for the purpose of renovations to Heard Park and Community Center and Satterfield Park **(Attachment #1)**; and
b. Authorize 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 Project 20 – Parks and Facilities Improvements.

2. On August 30, 2022, the State of Georgia's Governor's Office of Planning and Budget (OPB) published a call for grant projects for Improving Neighborhood Outcomes in Disproportionally Impacted Communities for fiscal year 2023.

3. On September 16, 2022, staff recommended to the Manager's Office that the interior and exterior renovations to Heard Park and Community Center and the rebuilding of Satterfield

Park's tennis courts would serve as ideal candidate projects for this grant. Both projects are currently a priority in Leisure Service's Capital Improvement Plan.

4. On September 30, 2022, the Manager's Office sent a Notice of Proposed Administrative Action (NOPPA) to Mayor and Commission to inform of staff's intent to submit grant applications.

5. On November 1, 2022, the Mayor & Commission voted to authorize staff to submit grant applications for the Heard Park Improvements and Satterfield Park Tennis/Pickleball Improvements projects, with the addition of the Satterfield Park Football Field Improvement project as a CDO from Commissioner Thornton.

6. On November 18, 2023, Leisure Services staff submitted the three grant applications to OPB.

7. On May 18, 2023, OPB notified Leisure Services staff that ACCGov was awarded all three grants.

FACTS & ISSUES:

1. The purpose of the grant program for Improving Neighborhood Outcomes in Disproportionally Impacted Communities is to invest in neighborhood features, including parks, recreation facilities, sidewalks, and healthy food access, and can work to improve physical and mental health outcomes.

2. The Heard Park grant will allow for enhanced ADA accessibility, cleaning and painting the building exterior, remodeling the first and second floors, and replacing the worn gymnasium bleachers. The Satterfield grants will be used to rebuild the tennis courts and convert an existing field for football play. The new tennis courts will accommodate both tennis and pickleball play.

3. Matching funds were offered in the grant application, but OPB fully funded all three grants without a match and added a 10% contingency amount to each award.

4. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Built and Natural Resources Goal, Strategy B: *Ensure equitable access to infrastructure to enhance safety and identity*

OPTIONS:

1. Mayor and Commission:
    a. Adopt a budget ordinance to amend the FY24 budget and accept the grant awards from the Georgia Governor's Office of Planning and Budget – Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program for the purpose of renovations to Heard Park and Community Center and Satterfield Park; and

    b. Authorize Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve acceptance of the budget ordinance.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT:
Prepared by: JP Lemay, Project Management Program Supervisor



Kent Kilpatrick — Date: 7/6/23

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Manager — Date: July 11, 2023

ATTACHMENTS:

Attachment #1: Budget Ordinance

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

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

SECTION 1. Section 4-3-1 entitled "*Definitions*" of the Code of Athens-Clarke County, Georgia, is hereby amended by adding thereto the following definition:

"**Sec. 4-3-1. Definitions.**

Electronic Smoking Device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. This definition includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, dab rig or vape pen, or under any other product name or descriptor."

SECTION 2. Section 4-3-1 entitled "*Definitions*" of the Code of Athens-Clarke County, Georgia, entitled "*Smoking*" is hereby deleted in its entirety and the following new definition is inserted in lieu thereof so that said definition now reads as follows:

"**Sec. 4-3-1. Definitions.**

Smoking means inhaling, exhaling, burning, or carrying any lighted tobacco product including cigarettes, cigars, and pipe tobacco. This definition includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article."

SECTION 3. 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 4. This Ordinance shall become effectively 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 scrivener's errors.

Legislative Review Committee
Commission Report

SUBJECT: LRC Report: Updating Indoor Smoking Ordinance to Include Vaping Products

DATE: May 22, 2023

PURPOSE: This report provides the Mayor and Commission with a recommendation from the Legislative Review Committee for updating the indoor smoking ordinance to include vaping products.

HISTORY:

1. On April 18, 2023, Mayor Girtz assigned to the Legislative Review Committee (LRC) the topic, "Update the indoor smoking ordinance to include vaping products."

2. At the May 16, 2023, LRC meeting, guest speaker, Lauren Bracci from the American Heart Association, shared a presentation with the Committee regarding strengthening Athens-Clarke County's smoke-free ordinance. The Committee voted unanimously to revise Chapter 4-3 of the indoor smoking ordinance to include the amendments recommended by the American Heart Association and Deputy Chief Attorney Hines and send it to the full Mayor and Commission for consideration in the July/August agenda cycle.

RECOMMENDATIONS:
The Legislative Review Committee recommends amending the indoor smoking ordinance to include vaping products, as outlined in **Attachment #1**.

ADDITIONAL INFORMATION/COMMENTS:

Carol Myers, Chair
Legislative Review Committee

06-05-23
Date:

ATTACHMENTS:

Attachment #1: Ordinance

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

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

SECTION 1. Section 6-10-2 entitled "*Definitions*" of the Code of Athens-Clarke County, subsection (d) there of entitled "*Common area sidewalk café*" is hereby amended by adding the new phrase "or on the section of Newton Street between Prince Avenue and Meigs Street" to the current sentence, so that said subsection now reads as follows:

> (d) *Common area sidewalk café*. The term "common area sidewalk café" shall mean the location and use of tables, umbrellas and chairs only in the paved brick areas of College Square, or on the section of Newton Street between Prince Avenue and Meigs Street, which are not abutting the fronts of businesses.

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.

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

SECTION 1. Section 6-10-6 entitled "*Permit fee*" of the Code of Athens-Clarke County, is hereby amended by deleing said section in its entirety and replacing it with the following language so that said section now reads as follows:

> "The annual permit fee to operate a sidewalk café shall be applied as listed in the Schedule of Fees and Charges as periodically revised in the budgeting process and advertised in section 2-6-2 of Athens Clarke County Ordinances. Fees are applied per square foot for the approved/permitted area."

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.

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

SECTION 1. Section 6-10-7 entitled "*Regulations general"* of the Code of Athens-Clarke County, is hereby amended by deleing subsection (7) thereof in its entirety and replacing it with the following language so that said subsection now reads as follows:

> (7) "Alcoholic beverages are prohibited in the common area sidewalk café areas on College Square. Alcoholic beverages are permitted in the common area sidewalk café areas on Newton Street provided however that all alcoholic beverages shall be purchased from an establishment that is adjacent to the common area sidewalk café and shall be transported by the purchaser through the establishment's designated exit/entry point with direct access to the common area sidewalk café."

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

SECTION 1. Section 6-10-8 entitled "*Exceptions"* of the Code of Athens-Clarke County, subsection (a) thereof is hereby amended by adding the new phrase "and Newton Street" to the current paragraph so, so that said paragraph now reads as follows:

(a) "Common area sidewalk cafes on College Square and Newton Street are exempt from paragraph (2) of section 6-10-7, which requires the installation of cafe dividers. Such dividers are prohibited within common area sidewalk cafes. In addition to all other provisions applicable to sidewalk cafes as provided for in section 6-10-7 herein, the following additional provisions shall apply to common area sidewalk cafes:"

SECTION 2. Section 6-10-8 entitled "*Exceptions"* of the Code of Athens-Clarke County, subsection (a)(1) thereof is hereby amended by adding the new phrase "or on the portion of Newton Street located between Prince Avenue and Meigs Street that is closed to vehicular traffic" to the current sentence, so that said sentence now reads as follows:

(1) "Common area sidewalk cafes may be provided within the paved brick areas at the four corners of College Square located on either side of College Avenue at its intersections with East Clayton Street and with East Broad Street, or on the portion of Newton Street located between Prince Avenue and Meigs Street that is closed to vehicular traffic."

SECTION 3. Section 6-10-8 entitled "*Exceptions"* of the Code of Athens-Clarke County, subsection (a)(2) thereof is hereby amended by adding the new phrase "or within the designated portions of Newton Street. Common area sidewalk cafes are not required to be along the outside front wall of the establishment that holds the permit for them" to the current paragraph, so that said paragraph now reads as follows:

(2) "Common area sidewalk cafes may be designated in the six paved brick areas between the large concrete planters on either side of College Square parallel to the public concrete sidewalk, or within the designated portions of Newton Street. Common area sidewalk cafes are not required to be along the outside front wall of the establishment that holds the permit for them."

SECTION 4. Section 6-10-8 entitled "*Exceptions"* of the Code of Athens-Clarke County, subsection (a)(5) thereof is hereby amended by deleting said subsection in its entirety and inserting the new paragraph in lieu thereof, so that said paragraph now reads as follows:

(5) "Any eligible establishment with a physical presence along Newton Street between Prince Avenue and Meigs Street shall be granted the right of first refusal to operate a common area sidewalk cafe adjacent to their business. Upon any such refusal, the immediately adjacent eligible businesses shall have the next right of refusal on a first come first served basis."

SECTION 5. 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 6. This Ordinance shall become effective immediately upon its approval by the Mayor or its adoption into law without such approval.

SECTION 7. The Clerk of Commission, in consultation with the County Attorney, shall have the power to correct scrivener's errors.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORIGA WITH RESPECT TO **OPEN CONTAINERS**; AND FOR OTHER PURPOSES.

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

SECTION 1. Section 6-3-12 entitled "Open Containers of the Code of Athens-Clarke County is hereby amended by inserting a new subsection (k) entitled "Application to common area sidewalk cafes" which shall read as follows:

"(k) *Application to common area sidewalk cafes*. The prohibition in subsection (c) above shall apply to the common area sidewalk café located on College Avenue, provided however that he prohibition in subsection (c) above shall not apply to the common area sidewalk café located on Newton Street."

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

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

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

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Café and Open Container Ordinance Edits and Continued Closure of Newton Street Between Prince Ave. and Meigs St.

DATE: May 18, 2023

BUDGET INFORMATION:

REVENUES:	$4,000/year – Sidewalk Café Permits
EXPENSES:	N/A
FUNDING SOURCE:	N/A

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that Mayor and Commission:

a) Approve the indefinite closure of Newton Street from Prince Avenue to Meigs Street, as shown on **Attachment #1**;
b) Adopt edits to the Sidewalk Café Ordinance, so the space may be permitted for use by adjacent businesses (**Attachment #2**);
c) Adopt edits to the Open Container Ordinance, to permit the distribution of alcohol in this area as described in the Sidewalk Café Ordinance (**Attachment #3**); and,
d) Authorize the Mayor and appropriate staff to execute all necessary documents.

HISTORY:

1. On March 11, 2020, WHO declared COVID-19 a global pandemic.

2. On September 14, 2020, the Athens Downtown Development Authority (ADDA) submitted a letter to Mayor Girtz requesting that Newtown Street between Prince Avenue and Meigs Street be closed to support outdoor dining (**Attachment #4**).

3. On September 15, 2020, the Mayor and Commission (M&C), under suspension of rules, approved a temporary closure of Newton Street between Prince Avenue and Meigs Street. This item was not recommended by staff through an agenda item, but rather was directed by the M&C during the development of the Emergency Ordinance to address COVID-19.

4. On October 5, 2022, the local state of emergency for COVID-19 ended in Athens-Clarke County.

5. In April of 2023, staff were contacted by a new business contiguous to the closed portion of Newton Street to inquire as to how they might go about using the space for outdoor dining.

It was at this point that staff identified that the original directive from the M&C was tied to the local state of emergency.

6. On May 1, 2023, staff contacted both businesses contiguous to Newton Street to inquire if they were supportive of continued closure and to see if they were interested in permitting the space under the café ordinance.

7. On May 3, 2023, staff received feedback from both contiguous businesses (Taziki's Mediterranean Café and Emmy Squared) indicating they supported continued closure and were interested in permitting the space under the café ordinance.

FACTS & ISSUES:

1. Until its closure in 2020, Newton Street between Prince Avenue and Meigs Street was a one-way roadway heading southbound.

2. The original action approved by the M&C was to close this portion of the road *for the period ending through any local emergency associated with COVID-19*. The local state of emergency for COVID-19 ended on October 5, 2022.

3. Staff were not attentive to this provision until they were approached by an adjacent business inquiring as to what process was needed for them to use the closed space. This is possibly because staff were not involved in generating the prior M&C action to close the road during COVID-19.

4. Upon review, staff support the continued closure of this portion of Newton Street, as it has generated significant use and has not had an apparent appreciable impact on traffic. Because this space exists in a dense part of town where current and future public needs exist (water and sewer infrastructure, pedestrian and bike use, sanitation services, etc.) staff do not recommend the M&C take action to abandon the right-of-way.

5. The prior closure operated as a public space which was financially supported by the ADDA and adjacent businesses. If the road remains closed to vehicular traffic, staff recommend that the space be converted to operate as a Common Area Café, as described in the Sidewalk Café Ordinance. This change is recommended for the following reasons:
   a. Unlike College Square, there are relatively few businesses adjacent to this space;
   b. The permit holders will have increase control on the management and use of the space;
   c. Where proper conditions exist, patrons of the permit holders may consume alcohol in the space, as allowed by the Open Container Ordinance;
   d. ACCGov is compensated for the use of public space, thus eliminating potential challenges under the Gratuities Clause of the Georgia Constitution; and,
   e. This conversion minimizes the need to make ongoing public investments in maintaining the space.

6. This recommendation is consistent with the following ACCGov Strategic Plan Goal & Strategy:
   - Good Neighbors Goal, Strategy D: Drive community transformation with a focus on creating spaces that are respectful and welcoming.

OPTIONS:

1. Mayor and Commission:
   a. Approve the indefinite closure of Newton Street from Prince Avenue to Meigs Street, as shown on **Attachment #1**;
   b. Adopt edits to the Sidewalk Café Ordinance, so the space may be permitted for use by adjacent businesses (**Attachment #2**);
   c. Adopt edits to the Open Container Ordinance, to permit the distribution of alcohol in this area as described in the Sidewalk Café Ordinance (**Attachment #3**); and,
   d. Authorize the Mayor and appropriate staff to execute all necessary documents.

2. Mayor and Commission do not approve the continued closure of Newton Street and the associated edits to the Sidewalk Café Ordinance.

3. Mayor and Commission defined option.

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

DEPARTMENT: Central Services
Prepared by: Andrew Saunders



Andrew Saunders
Central Services Director

5/18/2023
Date



Stephen Bailey
Transportation & Public Works Director

5/18/2023
Date

ADMINISTRATIVE COMMENTS:

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



Manager

July 11, 2023
Date

ATTACHMENTS:
Attachment #1 - Newton Street Map
Attachment #2 - Proposed Cafe Ordinance Edits
Attachment #3 – Proposed Open Container Ordinance Edits
Attachment #4 - 2020 Letter from ADDA Requesting Closure of Newton Street

Attachment #1: Newton Street Map



0 25 50 100 Feet

Legend

Road Closed

N
W E
S

Continued Proposed Closure Newton Street

Prepared By:
Andrew Saunders
Central Services
May 16, 2023

CHAPTER 6-10. - SIDEWALK CAFES

Sec. 6-10-1. - Purpose.

This chapter shall apply to the establishment, operation, and maintenance of all outdoor cafes within Athens-Clarke County on public sidewalks. The purpose of this chapter is to promote the general economic development and atmosphere of Athens-Clarke County for the benefit of businesses and citizens located there, and no vested property right of individuals or individual businesses is created herein, and to create an aesthetic ambiance which will attract tourists to the Athens area. Further, this chapter is designed to maintain the efficiency, accessibility and safety of the pedestrian path.

Sec. 6-10-2. - Definitions.

(a) *Sidewalk cafe.* The term "sidewalk cafe" shall mean the location and possible use of furnishings which shall be limited to dividers, tables, umbrellas and/or chairs on the public sidewalk as permitted in this chapter and operated as an extension of a food or beverage establishment and which sidewalk cafe shall be an incidental activity of the establishment.

(b) *College Square.* The term "College Square" shall mean that portion of College Avenue between East Broad Street and East Clayton Street, including all public rights-of-way within such area.

(c) *Manager.* The term "manager" shall mean the Manager of Athens-Clarke County, Georgia, or his designee.

(d) *Common area sidewalk cafe.* The term "common area sidewalk cafe" shall mean the location and use of tables, umbrellas and chairs only in the paved brick areas of College Square, or on the section of Newton Street between Prince Avenue and Meigs Street, which are not abutting the fronts of businesses.

(e) *Permittee*. The term "permittee" shall mean the recipient of a sidewalk cafe permit under the terms and provisions of this chapter.

(f) *Downtown Athens District.* The term "Downtown Athens District" shall mean that area of Athens-Clarke County, Georgia, defined as "the Downtown Athens Area" as set forth in Section 2 of Georgia Laws 1977, page 3533, pages 3534—3535 (entitled "Downtown Athens Development Authority Created").

(g) *Restaurant.* Any public place kept, used, maintained, and advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, without sleeping accommodations, such place being provided with adequate and sanitary kitchen and dining room equipment, having employed a sufficient number of cooks and kinds of employees to prepare, cook, and serve suitable food at tables with seating, and holding a certificate of inspection and approval from the county health department. At least one meal per day shall be served at least five days a week, with the exception of holidays, vacations, and periods of remodeling, and the serving of such meals shall be the principal business conducted, with the serving of alcoholic beverages to be consumed on the premises as only incidental thereto. A restaurant shall have 50 percent or more of its total annual gross sales of food and alcoholic beverages from the sale of prepared meals or food. Such gross sales shall not include sales of prepared meals or food sold or delivered off-site as part of a catering business.

(h) *Bar.* The term “bar” shall mean an establishment holding an Athens-Clarke County alcoholic beverages license authorizing consumption of alcoholic beverages on the premises and that is not a restaurant as defined in this Section.

(i) *Banding Strip.* The term “banding strip” shall mean the decorative sidewalk inlay or marking running parallel with the street that delineates the pedestrian path.

(j) *Specialty Shop.* Any public place kept, used, maintained, and advertised and held out to the public as a place where prepared food products, desserts, or non-alcoholic beverages are prepared and served, such place being provided with adequate and sanitary kitchen, and holding a certificate of inspection and approval from the county health department. Examples of specialty shops include coffee shops, ice cream parlors, chocolatiers, and cookie shops.

Sec. 6-10-3. - Permit.

It shall be unlawful for any person to operate a sidewalk cafe except as permitted in this Chapter. It shall be unlawful for any person to operate a sidewalk cafe as described in this ordinance without a permit issued by the manager, or to fail to comply with all sections of the sidewalk cafe ordinance. Such permit may be renewed annually at a time to be designated by the manager.

The issuance of a sidewalk cafe permit shall not be construed or interpreted to convey any vested property rights or any leasehold rights or interests to any person or business. The holder of a permit shall have the right to enforce trespass laws within a sidewalk cafe area. Permittee's use of the sidewalk cafe area is subject to the rights of utility companies pursuant to franchise or easement. Prior to acceptance of a permit, a permittee shall acknowledge that permittee has inspected the sidewalk area and determined that the area is suitable for its purposes and that it assumes all risks associated with its use of such area. The provisions of this chapter are subject to change and amendment by the mayor and commission from time to time.

Sidewalk cafe permits are non-transferable. Permits will expire upon the earlier of transfer of ownership, change in use of the establishment, and December 31 of each year.

Sec. 6-10-4. - Application.

Any person desiring to operate a sidewalk cafe shall submit an application, on a form prescribed by the manager, to the central services department. The application shall include, but not be limited to, the following:

(1) Name of applicant;

(2) Name, address, and telephone number of establishment;

(3) A copy of a valid Athens-Clarke County occupational tax certificate for the establishment of which the sidewalk cafe will be an incidental activity;

(4) A copy of a current certificate of insurance in the amounts and categories required by section 6-10-9 of this chapter;

(5) A sketch identifying the perimeter area, the dimensions of the area, the dimensions from perimeter to curb or nearest obstacle, and the proposed design and materials of the cafe railing system.

Sec. 6-10-5. - Issuance of permit.

Applicant shall be notified within two weeks of application submission of approval/denial of permit. If permit is denied, applicant shall be provided an explanation of the denial.

Sec. 6-10-6. - Permit fee.

The annual permit fee to operate a sidewalk cafe shall be ~~$100.00 plus $1.00~~ applied as listed in the Schedule of Fees and Charges as periodically revised in the budgeting process and advertised in section 2-6-2 of Athens Clarke County Ordinances. Fees are applied per square foot for the approved/permitted area.

Prior to issuance or renewal of a sidewalk cafe permit, the government's finance department shall verify that there are no outstanding debts, taxes, fines or fees owed to the government by the person or entity requesting a sidewalk cafe permit. A sidewalk cafe permit will not be issued until all outstanding debts, taxes, fines or fees to the Unified Government of Athens-Clarke County are paid in full. Any permit that is renewed pursuant to this Chapter shall be subject to any of the enforcement actions and imposition of any of the remedies provided in section 6-10-10 of this Chapter even though conduct that is the basis of such enforcement action may have occurred in a previous permit year or an administrative hearing pursuant to section 1-5-1 of this Code with respect to such permit may have been initiated in a prior permit year. In the event that a permit has been revoked by the administrative hearing officer, and the permittee has appealed such revocation to the Superior Court, or the time for filing such an appeal has not expired, consideration or issuance of any application for renewal of such permit for a subsequent year shall be suspended until final judgment in the appeal has been entered by the Court or the revocation has become final with no appeal being filed.

Sec. 6-10-7. - Regulations generally.

Except as otherwise provided in section 6-10-8 herein, a sidewalk cafe shall comply with the following regulations:

(1) *Limitations on area.* The area in which a sidewalk cafe is operated shall abut the outside front wall of the establishment of which it is an extension and shall not extend parallel in either direction beyond the outside front wall of the establishment. The area permitted for a sidewalk cafe shall not extend more than 50% of the minimum sidewalk width, measured from the back of the curb to the face of the building or the property line, whichever is less, measured perpendicular from the outside wall of the establishment; however, a minimum width of five feet shall be provided at all times for continuous unobstructed pedestrian traffic on the sidewalk between the sidewalk cafe area and the edge of sidewalk pavement or fixed obstacles.

(2) *Divider required.* The area permitted for a sidewalk cafe shall be separated from the remaining sidewalk area by a system of connected rigid metal rails and posts, or other fixed physical features at the manager's discretion, that would serve to contain crowds and maintain the boundaries of the cafe. The system shall be designed and constructed such that it resists movement and can be disassembled and removed if necessary. The design must be included in the application and must be approved by the manager prior to issuance of a permit. Such divider shall not be less than three feet nor more than four feet in height. All furnishings shall be located totally within the limits of the divider. It shall be the responsibility of the permittee to maintain the divider in its exact/approved location at all times and to ensure that all furnishings remain within the area permitted.

(3) *Sanitation*. It shall be the responsibility and duty of the establishment to which the sidewalk cafe permit is issued to maintain the area covered by the permit in a clean, neat, and orderly manner at all times. The area shall be cleared of all debris at all times. Pressure washing by permittee shall be conducted using water only. The use of cleaning agents is prohibited. All furnishings are to be kept clean, sanitary, safe, and in structurally sound condition at all times.

(4) *Removal of furnishings.* All tables, chairs, umbrellas and dividers of a sidewalk cafe shall be removed from the public sidewalk area as notified by the solid waste department for sidewalk cleaning.

(5) *Suspension or modification of operation.* The manager shall have the authority to require any sidewalk cafe operating in an area created by this section to suspend operation and clear such area, or to move or modify the location or operation of the sidewalk cafe, for reasons such as, but not limited to:

a. Any permitted special event;

b. Any street, sidewalk, or utility construction;

c. Any emergency situation; or

d. The protection of the health, safety, and welfare of the public.

(6) The sale and consumption of alcoholic beverages within sidewalk cafes that abut the establishment's building may be allowed in accordance with Chapter 6-3 of this Code, provided however, that glass bottles are prohibited within sidewalk cafes.

(7) Alcoholic beverages are prohibited in the common area sidewalk cafe areas on College Square. Alcoholic beverages are permitted in the common area sidewalk café areas on Newton Street provided however that all alcoholic beverages shall be purchased from an establishment that is adjacent to the common area sidewalk café and shall be transported by the purchaser through the establishment's designated exit/entry point with direct access to the common area sidewalk café.

(8) No items, materials (other than furnishings used in the normal operation of the sidewalk cafe), or trash shall be stored, kept, or maintained within the sidewalk cafe area.

(9) Smoking is prohibited in sidewalk cafes operated by a restaurant or specialty shop.

(10) When maximum sidewalk café depths are identified in this ordinance, they are to be calculated based on a building average that excludes alcoves that extend back into private property. A building average is generally calculated by measuring at the most prominent fixed points on a building or store front at their corners, and approximate center in a location that is not utilized for building ingress/egress.

Sec. 6-10-8. - Exceptions.

(a) Common area sidewalk cafes on College Square and Newton Street are exempt from paragraph (2) of section 6-10-7, which requires the installation of cafe dividers. Such dividers are prohibited within common area sidewalk cafes. In addition to all other provisions applicable to sidewalk cafes as provided for in section 6-10-7 herein, the following additional provisions shall apply to common area sidewalk cafes:

(1) Common area sidewalk cafes may be provided within the paved brick areas at the four corners of College Square located on either side of College Avenue at its intersections with East Clayton Street and with East Broad Street, or on the portion of Newton Street located between Prince Avenue and Meigs Street that is closed to vehicular traffic.

(2) Common area sidewalk cafes may be designated in the six paved brick areas between the large concrete planters on either side of College Square parallel to the public concrete sidewalk, or within the designated portions of Newton Street. Common area sidewalk cafes are not required to be along the outside front wall of the establishment that holds the permit for them.

(3) The outer limits of each such area provided for in paragraphs (1) and (2) above shall be clearly marked as prescribed by the manager. Furnishings shall not extend beyond such limits. A minimum of two feet of unobstructed space shall be maintained at all times around any permanent public fixture within or adjacent to the designated area.

(4) Any eligible establishment fronting on College Square and located at any corner of College Square shall be granted the right of first refusal to operate a common area sidewalk cafe that fronts their business. Upon any such refusal, the immediately adjacent eligible businesses shall have the next right of refusal on a first come first served basis.

(5) Any eligible establishment with a physical presence along Newton Street between Prince Avenue and Meigs Street shall be granted the right of first refusal to operate a common area sidewalk cafe adjacent to their business. Upon any such refusal, the immediately adjacent eligible businesses shall have the next right of refusal on a first come first served basis.

(6) Each table may be equipped with an umbrella that, when open, shall extend to at least the same diameter as the table it serves and shall be anchored with a weighted base. Any umbrella protruding into public space shall be positioned at a minimum height of seven feet. An umbrella may display the name or logo of the bar, restaurant, or specialty shop operating the sidewalk cafe and/or advertise a product. Each umbrella shall be maintained in good, clean, and operable condition.

(b) Sidewalk cafes operated outside of the Downtown Athens District are exempt from paragraph (2) of section 6-10-7, which requires the installation of cafe dividers. Cafe dividers are optional outside of the Downtown Athens District. If installed, cafe dividers must comply with the requirements of paragraph (2) of section 6-10-7 and must be approved as part of the sidewalk cafe permit. In addition to all other provisions applicable to sidewalk cafes as provided for in section 6-10-7 herein, the following additional provisions shall apply to sidewalk cafes operated outside of the Downtown Athens District:

(1) Establishments located on the corner of two streets may apply for a sidewalk cafe permit that includes both street faces of the establishment.

(2) The permittee shall have the responsibility to ensure that patrons are informed that open containers of alcohol, if otherwise permitted, are not allowed outside of the permitted sidewalk cafe area when no cafe dividers are present.

(c) For sidewalk cafes operated by restaurants and specialty shops on East Clayton Street, the following provisions shall apply:

(1) When café dividers are utilized, the area permitted for a sidewalk café operated by a restaurant or a specialty shop shall not extend beyond the building side of the banding strip where present while maintaining a minimum width of five feet at all times for Americans with Disabilities Act-compliant pedestrian traffic on the sidewalk between the sidewalk café area and any fixed obstacles. Café dividers may not be anchored into the banding strip.

(2) Café dividers are optional for sidewalk cafes operated by restaurants and specialty shops.

a. When café dividers are not utilized, the area permitted for a sidewalk café may extend to the street side of the banding strip so long as the café maintains a minimum width of four feet of Americans with Disabilities Act-compliant pedestrian traffic on the sidewalk between the sidewalk café furniture or fixtures, and any fixed obstacles.

b. Within a twelve month period, any permitted sidewalk café that is documented to have three or more incidences of encroachment of sidewalk café furniture or fixtures beyond the street side of the banding strip, will be required to install café dividers compliant with the requirements of this ordinance if the café is to remain in operation.

c. For sidewalk cafes operated by restaurants, alcohol may be served to, and consumed by, seated patrons only.

d. The permittee or operator of a sidewalk café shall have the responsibility to ensure that patrons are informed that open containers of alcohol, if otherwise permitted, are not allowed outside of the permitted sidewalk café area when no café dividers are present.

(d) For sidewalk cafes operated by bars on East Clayton Street, the following provisions shall apply:

(1) Where an average of 36” of space exists between the building and the building side of the banding strip, the area permitted for a sidewalk cafe operated by a bar shall not extend more than four

feet measured perpendicular from the face of the building, or to the building side of the banding strip where present, whichever is less, while maintaining a minimum width of five feet at all times for Americans with Disabilities Act-compliant pedestrian traffic on the sidewalk between the sidewalk cafe area and any fixed obstacles.

(2) Where an average of less than 36” of space exists between the building and the building side of the banding strip, the area permitted for a sidewalk cafe operated by a bar shall not extend more than six inches of the street side of the banding strip where present, while maintaining a minimum width of four feet, for Americans with Disability Act-compliant pedestrian traffic on the sidewalk between the sidewalk cafe area and any fixed obstacles.

(3) Café dividers may not be anchored into or within two inches of the banding strip.

Sec. 6-10-9. - Liability and insurance.

(a) Except for actions arising out of Athens-Clarke County's sole negligence, the permittee shall indemnify, defend, save, and hold harmless the Unified Government of Athens-Clarke County, its officers and employees, from any and all claims, liability, damages, and causes of action which may arise out of the permit or the permittee's activity on the premises.

(b) The permittee shall meet and maintain for the entire permit period, at its own expense, the following requirements:

(1) Commercial general liability in the amount of $1,000,000.00 per occurrence for bodily injury and property damage. The Unified Government of Athens-Clarke County must be named as an additional insured on this policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.

(2) The Unified Government of Athens-Clarke County must receive 30 days written notice prior to any cancellation, non-renewal, or material change in the coverage provided.

(3) The permittee must provide an original certificate of insurance as evidence that the above requirements have been met prior to issuance of a permit.

Sec. 6-10-10. - Revocation or suspension of permit.

The approval of a sidewalk cafe permit is conditional at all times. A sidewalk cafe permit may be revoked or suspended by the administrative hearing officer pursuant to the provisions of section 1-5-1 if it is found that:

(1) Any necessary business or health permit or license has been suspended, revoked, or cancelled.

(2) The permittee does not have insurance which is correct and effective in the minimum amounts described in section 6-10-9.

(3) The permittee has failed to correct violations of this chapter or any other ordinance within 48 hours of receipt of the manager's notice of same delivered in writing to the permittee.

(4) The permittee has a history of violations of this chapter of three or more within a two-year period, or immediately upon any violation depending upon severity of the violation.

(5) Permits may be suspended for a period up to 12 months depending upon history and severity of violations.

Sec. 6-10-11. - Civil fines for violators.

The Administrative Hearing Officer may impose the following minimum civil fines for violations of this chapter:

(1) First violation: $100.00 civil fine.

(2) Second violation (within one-year period): $250.00 civil fine.

(3) Third violation (within one-year period): $500.00 civil fine.

Sec. 6-10-12. - Americans with Disabilities Act.

Any person or entity receiving a permit hereunder agrees to fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.

Sec. 6-10-13. - Severability of part of Code.

It is hereby declared to be the intention of the mayor and commission that the sections, paragraphs, sentences, clauses, and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph, or section of this chapter shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this chapter, since the same would have been enacted by the mayor and commission without the incorporation in this chapter of any such invalid phrase, clause, sentence, paragraph, or section.

Sec. 6-10-14 Administrative Appeal and Variances

1) The suspension, revocation, or denial of a permit shall entitle the person submitting the application or holding the permit to a hearing before the Administrative Hearing Officer within thirty (30) days of written notice from the issuing authority of suspension, revocation, or denial of a permit.
2) Sidewalk café permit holders and applicants may request a variance review with the Administrative Hearing Officer to contest a staff ruling on sidewalk café design, spacing, or use. Such variance may be granted in such individual case of unnecessary hardship upon deliberation of the evidence and a finding by the Administrative Hearing Officer that:

   (a) There are extraordinary and exceptional conditions pertaining to the particular sidewalk cafe in question because of right-of-way, building or sidewalk size, shape, character, or topography that do not apply generally to other cafes in the vicinity; and
   (b) The strict application of the provisions of this title to this particular cafe would create an undue and unnecessary hardship so that the grant of the variance is necessary for the preservation and enjoyment of a sidewalk café and not merely to serve as a convenience to the applicant; and
   (c) The special conditions and circumstances do not result from the actions of the applicant; and
   (d) The variance, if granted, does not conflict with the Americans with Disabilities Act; and
   (e) The benefits of granting the variance will be greater than any negative impacts and will further the purpose and intent of this title and the comprehensive plan of Athens-Clarke County.

3) No petition for the same variance involving the same applicant once heard and acted upon by the Administrative Hearing Officer shall be accepted for a rehearing until the expiration of at least 12 months immediately following the previous decision.

Sec. 6-3-12. Open containers.

(a) *"Open container" defined.* The term "open container," as used in this chapter, means any bottle, can, glass, cup or other vessel which contains an alcoholic beverage not in its original container. The term "open container" shall also mean the original container of an alcoholic beverage and which contains an alcoholic beverage on which the seal has been broken or which is otherwise ready for consumption. Notwithstanding the foregoing, the term "open container" shall not mean any tamper evident container that constitutes an "approved container" as defined in O.C.G.A. § 3-3-11.

(b) *"Semipublic parking facility" defined.* The term "semipublic parking facility" shall include any privately owned area wherein motor vehicles may be parked by the public in conjunction with any business, enterprise, commercial establishment, office building, church, school, or multiple-family residential building.

(c) *Possession of open container prohibited.* It shall be unlawful for any person to have in his or her possession any alcoholic beverages in any open container while on the public streets, sidewalks, alleyways or rights-of-way, in any public or semipublic parking facility including areas of ingress and egress, or on any outdoor public patio within Athens Clarke-County, Georgia.

(d) *Application to special events.* This prohibition shall not apply to any exceptions or exemptions as may be provided for in chapter 5 of title 6 regulating special events within Athens-Clarke County.

(e) *Application to property owned by Board of Regents.* This prohibition shall not apply to any property owned by the Board of Regents of the State of Georgia.

(f) *Application to sidewalk cafes.* The prohibition in subsection (c) above shall not apply to patrons of a sidewalk cafe as defined in the sidewalk cafe ordinance, if such establishment is otherwise licensed to sell alcoholic beverages under the applicable laws and ordinances in Athens-Clarke County.

(g) *Application to common area sidewalk cafés*. The prohibition in subsection (c) above shall apply to the common area sidewalk café located on College Avenue, provided however that the prohibition in subsection (c) above shall not apply to the common area sidewalk café located on Newton Street.

(h) *Exemption not applicable to persons in automobiles.* The exemption contained in subsection (d) above shall not apply to persons in automobiles.

(i) *Possession in automobiles prohibited.* It shall be unlawful for any person to have in his or her possession any alcoholic beverages in any open container while an occupant of any motor vehicle, whether such vehicle is underway or not, while such vehicle is on the public streets, sidewalks or rights-of-way, or in any public or semipublic parking facility within Athens-Clarke County. An open container shall be considered to be in the possession of the operator of a vehicle if the container is not in the possession of a passenger or is not located in a locked glove compartment, locked trunk or other locked nonpassenger area of the vehicle.

(j) *Application of subsection (h) to passengers of limousines; buses and campers.* Subsection (h) shall not apply to:

(1) A passenger of a limousine or other similar vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for hire and such driver holds a valid commercial driver's license pursuant to Georgia law or any other state;

(2) A passenger of a bus in which the driver holds a valid commercial driver's license pursuant to Georgia law or any other state;

(3) Or to the occupants in the living quarters of a camper or motor home.

(k) *Posting of notice by establishments.* All licensed alcohol establishments are hereby required to post in a conspicuous location inside such establishment a notice informing patrons that open containers are prohibited on the public streets, sidewalks or right-of-ways, or in any public or semipublic parking facility within Athens-Clarke County.

ATHENS DOWNTOWN DEVELOPMENT AUTHORITY
P.O. Box 1295 Athens GA 30603
706 353-1421
www.downtownathens.com

September 14, 2020

Mayor Kelly Girtz, Athens-Clarke County Unified Government
Athens-Clarke County Commisioners
301 College Ave
Athens, GA 30601

Dear Mayor Girtz and Athens-Clarke County Commissioners,

Please accept this letter as support for the closure (not abandonment) of Newton Street between Prince Avenue and Meigs Street. This issue was initiated by a request from the two business that are adjacent to this section: The Grit, and Taziki's. The owners of those two establishments feel that they can better serve their customers during the current period of social distancing by expanding into the street; and by doing so, provide a public space that generates both income and public gathering. The closure of this section of Newton Street is also supported by the Athens Downtown Master Plan (Page 7).

The Athens Downtown Development Authority (ADDA) is impressed by the creativity shown by the Mayor and Commission to allow business opportunity outside of the traditional private footprint and into the public space. The ability for restaurants to serve customers in parklets, for example, will not only allow for socially distant-outside food service, but will also generate enthusiasm and interest for visitors to downtown. Furthermore, the College Square pilot program is an exciting new opportunity to create a public gathering space as well as further the economic interests of downtown.

The closure of Newton Street is consistent with the Mayor and Commission's goal of expanding business opportunities to local businesses in this time of need, as well as providing compelling new urban gathering spaces. Furthermore, this section of Newton Street is an awkward traffic movement from Prince Avenue, closing this section could provide for additional pedestrian safety and eliminate a hazard for vehicles.

Thank you for considering this matter. If the ADDA can assist you with any issue related to our Downtown community, please do not hesitate to reach out to us.

Sincerely,

Jason Leonard,
Chairman, Board of Directors
Athens Downtown Development Authority

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: GIS-Based Permitting and Development Software Contract Amendment

DATE: June 30, 2023

BUDGET INFORMATION:

REVENUES:	$75,000	Building Permit and Plan Review Fees
	$10,000	Public Utilities Water and Sewer Permit Fees

EXPENSES:
ANNUAL:
CAPITAL: $85,000
OTHER:

FUNDING SOURCE:

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:
To request that the Mayor and Commission:

a. Approve the Contract Amendment (**Attachment #1**) to allow for additional training and custom configuration of the Clariti Software by Avocette Technologies Inc.;

b. Authorize Manager and appropriate staff to negotiate the contract in an amount not to exceed $85;000; and,

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

HISTORY:

1. In 2008, the Mayor & Commission approved the purchase and implementation of Energov Solutions software for plan review and permit management.

2. On November 30, 2012, Tyler Technologies acquired the Duluth, Georgia based Energov in an effort to broaden its reach in the area of citizen service software.

3. In January 2015, staff collaborated on the report – "Building and Site Plans Review Process Analysis and Recommendations" which streamlined the plans review process and brought more uniform use of Energov. Administrative function in support of Energov software continued to be housed in the Planning department over the intervening years.

4. Beginning in January 2019, due to some performance concerns, ACCGov entered into an "Assist" relationship with Tyler Technologies. The effort was intended to be an intensive, corrective, results-oriented support relationship.

5. In September 2019, a reviewer group comprised of representative departments that interact with the existing Energov software (Inspection & Code Enforcement, Planning, Information Technology, Public Utilities, Transportation & Public Works, and Fire), with assistance from the Geospatial Information Office, elected to explore potential replacement software programs.

6. On November 15, 2019, the Purchasing office of the ACCGov Finance department released RFP#00977 to request bids for the creation and implementation of a replacement GIS based Permit and Development management system.

7. Throughout December 2019, and following expiration of the RFP, the review team met to discuss, review and score the 9 received and certified bids.

8. In February 2020, the review team, along with front-line staff evaluated two rounds of live software demonstrations, first seeing all 9 bidders, then a shortlist of 3 vendors selected from the original nine through evaluation and scoring.

9. On March 18, 2020, review team members delivered their final rankings, made a final selection, and were shown the dollar amounts of all nine proposals for further comparison and discussion.

10. On April 17, 2020, the Manager's Office authorized the review team to proceed with formulating a proposed implementation timeline and to seek Mayor and Commission approval.

11. On October 5, 2020, Mayor Girtz signed a contract negotiated and recommended by staff with Avocette Technologies Inc for the implementation of Clariti, a GIS-Based Permitting and Development Management System. Contracted amount: $480,000.

12. Throughout 2021 and into September of 2022, staff worked with Avocette on the configuration and testing of the Clariti software.

13. On September 12, 2022, Clariti went live replacing Energov as ACCGov's system for permitting, plan review, and code enforcement processes, with the exception of the public portal which is currently under development by Avocette.

FACTS & ISSUES:

1. The existing system, Energov by Tyler has been in place for more than 10 years, is housed in on-premises servers, and is reliant on the Microsoft Silverlight application development framework, which was deprecated in January of 2019.

2. The existing vendor, Tyler has not met stated timelines for sunsetting the current iteration of the software and replacing it with a modern, web-based HTML-5 environment.

3. The Energov software does not interface easily with other established business systems, reports must be accessed and formatted using proprietary software, and the product in its current iteration does not support an online customer interaction portal or web-based payment options.

4. The incumbent system does not allow for the efficient markup and tracking of construction plans or related documents, necessitating reliance on a cumbersome and expensive paper document distribution, markup, and revision process.

5. The new solution, Clariti is a cloud-based, software-as-a-service solution which will require less direct maintenance by IT staff and result in efficiencies:
    a. across all web browsers
    b. on mobile devices in the field;
    c. for residents and developers seeking plan review or permits, and
    d. for field staff charged with inspections and code enforcement.

6. In addition to designing and implementing the new system, the proposed vendor will ensure the complete import of legacy data from the incumbent system. Full implementation of the system would occur within one year of award of the contract.

7. The proposed vendor will also provide initial and ongoing hands-on training opportunities for up to 100 end users of the new software platform.

8. More support hours are needed for custom configuration of the software project than originally anticipated which has left a deficit in the number of support hours available for training. This additional funding will allow for more training while still funding further configuration of the software.

9. The funding requested in the amended contract will not have a General Fund impact.

10. Staff is working with Avocette to have the software application configured to work most effectively and efficiently for ACCGov processes including electronic plan review management, permit issuance, data reporting, and fee collection.

11. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:
    - Provide the tools staff need to improve their daily work and deliver better service to residents.

- Improve residents' experience with public engagement and public-facing digital services.

OPTIONS:

1. Mayor and Commission:
    a. Approve the Contract Amendment (**Attachment #1**) to allow for additional training and custom configuration of the Clariti software by Avocette Technologies Inc.;
    b. Authorize Manager and appropriate staff to negotiate the contract in an amount not to exceed $85;000; and,
    c. Authorize the Mayor and appropriate staff to execute all related documents.

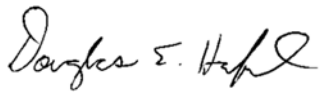
2. Mayor and Commission do not approve the amended contract.

3. Mayor and Commission defined option.

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

DEPARTMENT:

Prepared by: Doug Hansford



June 30, 2023

Doug Hansford Date:

ADMINISTRATIVE COMMENTS:

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



July 11, 2023

Manager Date:

ATTACHMENTS:

Attachment #1 - Contract Amendment

Addendum: Addendum #1 to Unified Government of Athens-Clarke County Contract (RFP #00977) dated 10/5/2020

Addendum Dated: May 1, 2023

Revised Contract Details:

Contract End Date: December 31, 2023

Additional Contract Amendments

This is an Addendum to Contract dated October 5, 2020 (RFP #00977), and adds the following to the current contract:

1. Additional ServicePlus+ budget
2. Additional budget for travel expenses

The Contract is continued and, in all respects not addressed in this Addendum, confirmed.

Additional ServicePlus+ Budget

Additional budget is required to deliver the required support services for the County.

The County and Avocette have agreed to add **$75,000 and up to 500 hours** of support to the end of the current contract.

Notes:

- Full payment to be made once this contract addendum is signed
- Avocette will report and track hours on at least a monthly basis for work completed against the added budget and hours

Travel Budget

The County has requested that Avocette come onsite for support, training and other activities as deemed necessary by the County. To support this requirement, the County and Avocette agree to include an additional budget for travel **not to exceed $10,000**.

Notes:

- This travel budget will be used and approved at the discretion of the County and in agreement with Avocette for timing of any travel
- Upon prior written approval by authorized County personnel, travel expenses shall be reimbursed to Avocette and any sub-contractors, if applicable, at the same rates and conditions for County's employees, including airfare, as described in County's official Travel Policy last updated November 26, 2018, and attached and incorporated herein by reference as Attachment A.
    - Rental cars will be reimbursed per actual charges Avocette incurs. Avocette is not allowed to utilize any state/local government established agreements for the purpose of car rental.

- All travel expenses incurred by Avocette shall be based on the most logical itinerary and the lowest priced fare or rate available. Any upgrades purchased by Avocette shall be paid by Avocette and not reimbursed by County.
- Mileage reimbursement rates shall be as set by the Internal Revenue Service's Standard Mileage Rates available online at https://www.irs.gov/tax-professionals/standard-mileage-rates.
- Per diem rates regarding meals shall be as set by the United States General Services Administration for Athens-Clarke County, Georgia, which is available online at https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2023&state=GA&city=&zip=.
- Itemized receipts shall not be required when Avocette claims the daily per-diem rate for meals.
- Regarding lodging expenses, Avocette shall select the least expensive option available taking into consideration proximity to the business destination and personal safety.

- All travel will be pre-approved by the County
- Avocette will present a travel expenses budget prior to booking travel for review and approval by the County

Athens Clarke County	**Avocette Technologies Inc.**
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: Gerard Huff Title: VP Product Integration Date: June 23, 2023
Attest: _____ Name: _____ Title: _____ Date: _____	Attest: _____ Name: _____ Title: _____ Date: _____

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Approval of Vendor Selection and a Renewable Agreement for Fleet Management Software

DATE: July 7, 2023

BUDGET INFORMATION:
REVENUES: N/A

EXPENSES:

ONE TIME: $ 44,829 – Set Up Fees
$ 40,000 – Optional Data Migration Services
$ 84,829 – Maximum One Time Costs

ANNUAL: $ 50,185 – FY24

OTHER: $ 50,185/Year in Years 2-5 of Agreement for Base Licensing
$ 17,065/Year in Years 2-5 of Agreement for Optional Upgrades
$ 67,250/Year – Maximum Renewal Amount for License and Upgrades

FUNDING SOURCE: General Fund and Fleet Management Fund

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:
To request that the Mayor and Commission:

a. Approve the selection of FASTER Asset Solutions as supplier of choice for fleet management software;
b. Approve an agreement for up to five years, with cumulative price of at least $295,750 (**Attachment #1**);
c. Authorize staff to implement a change order/contract amendment of up to $40,000 to support one-time data migration, if needed;
d. Authorize staff to implement change orders/contract amendments in a maximum total amount of $17,065 to add functionality to the system after initial implementation, if needed; and,
e. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. Since circa 1991, Athens-Clarke County (ACCGov) has contracted with AssetWorks for the provision of FleetFocus software to support the Fleet Management Division of Central Services.

2. In January of 2018, the Operational Analysis Office initiated an audit of the Fleet Management Division of Central Services.

3. On August 4, 2021, the Manager's Office, Central Services, and the Audit Committee received a draft copy of the Fleet Management Division Audit from the Operational Analysis Office. This draft included thirteen recommendations across four findings.

4. On September 23, 2021, the Manager's Office provided an initial response to the draft copy of the Fleet Management Division Audit. This response fully agreed with four recommendations, partially agreed with six recommendations, disagreed with two recommendations, and could not assess the remaining recommendation without additional information. A summary of audit recommendations supported by the proposed fleet software upgrades is available in Facts and Issues #9.

5. On September 24, 2021, in a Special Called Session, the Mayor and Commission (M&C) voted unanimously to remove the person performing as the Auditor for the Operational Analysis Office.

6. On June 7, 2022, the M&C adopted the FY23 Annual Operating and Capital Budget. This budget included an additional $45,400 for fleet management software upgrades.

7. On November 2, 2022, RFP #01100 was issued to identify what entity could best provide enhancements to the fleet management software.

8. On December 20, 2022, four proposals were received for RFP #01100.

9. Between January 3, 2023 and April 13, 2023, a multi-department review team evaluated proposals for RFP #01100. This evaluation included a regular proposal review, interviews, and a trial period for all proposed software solutions.

10. On April 13, 2023, the review team for RFP #01100 identified the proposal from FASTER Asset Solutions (FASTER) as the highest qualified proposal for RFP #01100 (see F&I #3 & #6).

11. On April 20, 2023, at the request of Central Services, the Purchasing Division of the Finance Department issued a request for a "best and final" offer from FASTER for RFP #01100.

12. On April 26, 2023, FASTER provided a best and final offer, which included additional pricing discounts for their proposal.

13. On May 9, 2023, the Finance Department issued a Notice of Pending Award to FASTER for RFP #01100.

14. Between May 9, 2023 and July 6, 2023, ACCGov and FASTER engaged in negotiations over the contract terms.

15. On July 6, 2023, both parties agreed to the terms of the proposed contract for fleet management software (**Attachment #1**).

FACTS & ISSUES:

1. The existing software solution provided by AssetWorks does not meet the needs of ACCGov. Specifically, the current configuration lacks:
   a. The ability to process work orders in a digital format;
   b. The ability to engage fleet customers in the management of their assets;
   c. The ability to effectively manage the inventory for parts;
   d. The ability to enhance lifecycle replacement planning;
   e. The ability to integrate into the ACCGov fuel system; and,
   f. The ability to use telematics to provide near real-time updates on an assets use and condition.

2. In 2021, staff from Central Services engaged with AssetWorks to see what other product offerings they might have to meet ACCGov's needs. A number of solutions were discussed and accessible under state and federal procurement contracts, however staff deemed it was appropriate to solicit competitive proposals to ensure ACCGov received the best solutions to meet its needs.

3. In total, four proposals were received from AssetWorks, Collective Data, FASTER Asset Solutions, and Fleetio. Pricing for annual licensing for these proposals ranges from $50,185 to $62,500. The RFP review team established that FASTER had both the lowest annual cost and best overall proposal based on the RFP review criteria. Specifically, the RFP review team noted:
   a. The customer and technician portals match the needs of ACCGov, and the replacement planning would address a number of current deficiencies.
   b. The system has the ability to support an unlimited number of users.
   c. They are the largest provider of fleet software in North America, and they specialize in service to local governments.
   d. The contacted references where very happy with their use of this company and its products.

4. Historically, the IT Department has paid $21,850 annually to maintain the licensing for the fleet management software used by Central Services. When the FY23 supplement is accounted for, a total of $67,250 is available in the IT budget to support annual licensing of fleet management software. The FASTER proposal requires $50,184.64 for annual licensing.

5. All proposals were able to include one-time costs in addition to annual costs. The FASTER proposal has $44,829 in one-time costs to support transitioning between the fleet software systems. To address this shortfall, the Central Services Department may need to contribute

an additional $27,764 to cover on-time costs. This money will be sourced from the FY24 departmental budget. If Fleet Management expenses exceed the FY24 allocation as a result of this action, staff will initiate a budget transfer from the unrestricted net position of the Fleet Management Fund. The unrestricted net position of this fund has stabilized and begun to slightly increase as a result of a new pricing model implemented in FY21.

6. The proposed contract (**Attachment #1**) has the following provisions:
   a. It is for one year, with four automatic renewals for an additional year.
   b. The annual price over this period is $50,184.64.
   c. ACCGov has the opportunity, but not the obligation, to implement a change order to engage FASTER to support data migration during implementation.
   d. Remote and on-site training will be provided to staff.
   e. The system will be cloud-based and have an unlimited number of users, which will support fleet customer engagement.
   f. The system is compatible with the ACCGov fuel system.
   g. The system will maintain the ACCGov parts and tools inventories.
   h. The system is compatible with the Samsara telematics systems currently used by Central Services, Solid Waste, and Transportation and Public Work.
   i. All work orders will be processed virtually. At each work station, mechanics will be able to review work order details, vehicle histories, and other relevant information.
   j. Insurance claims and surplus property disposal can be tracked internally.
   k. The software incorporates rigorous lifecycle planning.
   l. The software is highly customizable and is capable of managing electric vehicles.
   m. Key performance indicators are tracked and reported in real time.

7. After implementation, ACCGov has the opportunity, but not the obligation, to pursue additional upgrades such as VIN scanning, automated preventive maintenance scheduling, and live fuel integration. Once the software has gone live and is functioning as intended, staff will assess if the IT budget balance should be used to purchase additional functionality from FY25 forward, or if it should be reallocated to other ACCGov software licensing needs. If additional functionality is added, it will be done via a change order and contract addendum.

8. Because of the items addressed in Facts and Issues 4, 5, and 7, staff are requesting pre-approval to authorize future change orders and contract amendments so the software implementation and functionality can continue to be customized to meet ACCGov needs.

9. The upgrading of fleet management software will help to address to the following draft audit recommendations that the Manager's Office fully or partially agrees with:
   a. Fully utilize the fleet management software to maintain and track service history, parts inventory, billing, and fuel utilization.
   b. Utilize the tracking parts inventory component in the currently used FleetFocus system. Combine a bar code scanner tied to the software system.

c. Re-establish generating the 'reworks' report and review on a regular basis to determine the reason for recurring problems.
d. Management should support staff credentialing by providing stipends for training and certification opportunities.
e. Provide shop employees with a computer or advanced technologies such as tablets that will allow them to access updated repair information from online resources.
f. Departments should use a software program such as Samsara to assist with automatic notifications of pending preventative maintenance.

10. This recommendation supports the following FY23-25 M&C Strategic Plan Goal and Strategy:

- Organizational Improvement 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*

OPTIONS:

1. Mayor and Commission:
   a. Approve the selection of FASTER Asset Solutions as supplier of choice for fleet management software;
   b. Approve an agreement for up to five years, with cumulative price of at least $295,750 (**Attachment #1**);
   c. Authorize staff to implement a change order/contract amendment of up to $40,000 to support one-time data migration, if needed;
   d. Authorize staff to implement change orders/contract amendments in a maximum total amount of $17,065 to add functionality to the system after initial implementation, if needed; and,
   e. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission deny selection of FASTER Asset Solutions as supplier of choice for fleet management software.

3. Mayor and Commission defined option.

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

DEPARTMENT: Central Services and IT
Prepared by: Andrew Saunders



7/6/22

Andrew Saunders
Central Services Director

Date



7/6/2023

Travis Cooper
IT Director

Date

ADMINISTRATIVE COMMENTS:

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



July 11, 2023

Manager

Date

ATTACHMENTS:
Attachment #1 – Service Agreement with FASTER Asset Solutions for Fleet Maintenance Software

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as *"FASTER,"* and the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E, and as originally referenced in the proposal response from *Faster* listed in Attachment #1 (collectively, the "Agreement"), which are listed below. In any place where this Agreement and the Schedules incorporated within it differ from the Attachments associated with the original proposal response, both parties shall be bound by the terms of the Agreement and associated Schedules.

Schedule A: Statement of Work
Schedule B: Software Upgrades & Support Agreement
Schedule C: Software License Agreement
Schedule D: Cloud Service Level Agreement (SLA)
Schedule E: Pricing & Payment Terms
Attachment #1: Original Proposal from *FASTER*
Attachment #2: Detailed Pricing Proposal from *FASTER*

1. *FASTER* Web and Custom Deliverables:

   a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

      Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

   b. Integrations & Business Intelligence Work Approvals & Testing:

      All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

      Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

      Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

i. *FASTER* will perform data validation testing.

ii. *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.

iii. *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.

iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.

v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.

vi. *FASTER* will provide data validation test cases for Customer to use free of charge.

vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER's* work will be corrected by *FASTER* at no charge to Customer.

2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

3. Proprietary Rights of *FASTER*

a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. "Trade Secrets" shall be as defined in Title 10, Chapter 1, Article 27 of the Official Code of Georgia Annotated (O.C.G.A. §§ 10-1-760 through 10-1-767. If *FASTER* contends that it has trade secrets that are exempt from a request under the Georgia Open Records Act, *FASTER* shall present to the Customer a properly-executed affidavit that meets the requirements of O.C.G.A. § 50-18-72(a)(34), and the Customer shall follow the procedures set forth in that code section. Customer agrees that *FASTER's Trade Secrets* are very valuable to *FASTER* and that their use and disclosure must be controlled. Nothing within this section shall be construed to require either party to subject itself to contempt of court or sanctions for failing to comply with a lawful subpoena, discovery request, open records request, or court order.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER.* Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

   i. Competitive Uses: Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:

      1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).

      2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.

      3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

   ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld. Neither party may assign any of its rights or obligations, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld.

d. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive, or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

6. Limitation of Liability

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fees.

7. Insurance

a. The firm shall, at its own expense, provide and maintain during the term of this contract the minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company, and a financial rating of VIII or higher.

b. Before commencing work under the contract, the firm shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:

i. Workers' Compensation – Contractors are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least $1,000,000 for each incident.

ii. General Liability - $2,000,000 aggregate; $1,000,000 per occurrence.

iii. Vehicle Liability – Vehicle liability insurance shall be written on the comprehensive policy – a combined single limit (CSL) of at least $1,000,000 to include hired vehicles and non-owned vehicles. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.

iv. Technology Professional Liability- Errors and Omissions Insurance – Coverage appropriate to the Contractor's profession and work hereunder, with limits not less than $5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, the release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Technology Professional Liability Errors and Omissions liability coverage written in a "claims made" form must include a retroactive date, and, if the policy is canceled, non-renewed, or changed to a per-occurrence form, Contractor must present a certificate of insurance—or other documentation acceptable to the Unified Government's Safety & Risk Administration—of "extended reporting" coverage for a minimum of five (5) years after completion of work.

v. Cyber Coverage - $5,000,000.00 aggregate $5,000,000.00 per occurrence

vi. Excess Coverage - $2,000,000 aggregate

c. The following endorsements must be submitted with the Certificate of Insurance for all the above noted coverages: additional insured Endorsement (additional insured not required for workers' compensation or professional liability) showing the Unified Government of Athens Clarke County as Additional Insured, Primary and non-contributory endorsement in favor of the Unified Government of Athens Clarke County. , and a notice of cancellation endorsement. The endorsements must be included. Language on the certificate of insurance will not be accepted in lieu of endorsements.

8. Confidential Information

"**Confidential Information**" means any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information may constitute Trade Secrets as defined in Title 10, Chapter 1, Article 27 of the Official Code of Georgia Annotated (O.C.G.A. §§ 10-1-760 through 10-1-767, of the party owning such Confidential Information, so long as the party provides a properly-executed affidavit that meets the requirements of O.C.G.A. § 50-18-72(a)(34); (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault

of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court, lawful discovery request, open records request, subpoena, or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms**.**

9. Term and Termination

The initial term of this Agreement shall be for one year from the Effective Date, with four automatic annual one-year renewal periods (for a total of five years) provided that neither party provides notice of non-renewal at least 60 days prior to the start of a new automatic term. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes. If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to *FASTER*, without

future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

10. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by both parties.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics, or any other causes beyond the reasonable control of the party whose performance is affected.

f. Asset Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate

with *FASTER* in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, *FASTER* reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

g. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

h. Governing Law

This Agreement will be governed by the laws of the State of Georgia. The proper venue for any disputes arising under this matter shall be the Superior Court of Athens-Clarke County, Georgia, or if federal jurisdiction is applicable, the United States District Court for the Middle District of Georgia, Athens Division. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

i. Non-Discrimination

FASTER agrees to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia, regarding Unlawful Discrimination and agrees to ensure that any and all subcontractors operating pursuant to this Agreement also agree to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia.

AGREED TO:

Customer: Athens-Clarke County, GA	TT FASTER LLC DBA *FASTER* Asset Solutions:
By: _____ Kelly Girtz	By: _____ Mitch Skyer
Title: ___Mayor_____	Title: __President_____
Date: _____	Date: _____
Attest: _____ Gloria J. Spratlin	Attest: _____ Sue Smith
Title: __Clerk of Commission_____	Title: Finance Director_____
Date: _____	Date: _____

Schedule A: Statement of Work

1. SERVICES
    a. Orders for Services.
        i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
        ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
    b. Professional Services.
        i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
            1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
        ii. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
    c. Training Services.
        i. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
        ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
        iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER's* then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
    d. Implementation/Configuration Services.
        i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
        ii. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
    e. Custom Work

i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.

2. PROJECT MANAGEMENT.
    a. Project Managers.
        i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
        ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
        iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
        iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
    b. Delays in Performance.
        i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER's* performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
        ii. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
        iii. *FASTER's* obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
        iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.
3. *FASTER* Web Application
    a. One instance of the *FASTER* Web application with one database is included.
    b. Unlimited user access (named accounts) is included.
    c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
    d. MODULES
        i. Assets
        ii. Inventory
        iii. Maintenance
        iv. Fuel
        v. Accounting
        vi. Vendors
        vii. Reports
    e. Technician Workstation
    f. Customer Portal
4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

a. Selected software add-on components as indicated in the Order.
b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.

5. Application Programming Interface (API) (OPTIONS)
    a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
        i. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
        ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
    b. Maintenance Repair API
        i. Retrieve work order and direct charge repair information from *FASTER* Web
    c. Asset Alerts API
        i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
        ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
    d. Asset Locations Web Service API
        i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
        ii. One or more new location records are created once per hour per asset.
    e. Inventory Orders and Invoices API
        i. Import invoices into *FASTER* Web based on received date
        ii. Import orders and line items by status and date
        iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
        iv. Create orders and order lime items (optional parameter)
        v. Deletes orders and order line items.
    f. Inventory Item Request Web Service API
        i. Retrieve item requests and create item request messages.
        ii. Item requests include Storeroom, Begin and/or End Date and Offset
        iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
    g. Asset Meter Readings Web Service API
        i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
    h. Purchase Orders Web Service API
        i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
        ii. Create one or more purchase orders and budget line items for purchase orders.
    i. Process Billing Automation Web Service API
        i. Auto create date specific billing statement in *FASTER* Web
    j. Asset Birth Certificate Web Service API

i. Retrieves and updates Assets in *FASTER* Web.
ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.

6. Integrations (OPTIONS)
    a. Asset Alerts Import
        i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
    b. Asset Locations Import
        i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER* Web's map
        ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
        iii. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
    c. Asset Meter Readings Import
        i. Import cumulative asset meter readings available from vendor into *FASTER* Web.
        ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
        iii. *FASTER* Web can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
    d. Single Vendor Fuel Import
        i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
        ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
    e. Fuel Dispenser Integration
        i. Allows *FASTER* Web users to track the individual fuel site and/or dispenser source.
        ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
    f. VIN Decoder
        i. Scan or manually enter a VIN into *FASTER* Web Create Asset and Select Asset processes.
        ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
        iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER* Web.
        iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER* Web "Create New Asset" function.
            1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
        v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
        vi. NHTSA values are checked to confirm active status in *FASTER* Web.
7. Modules (OPTIONS)
    a. Barcoding Add On
        i. Software to scan and print 2D or Symbiology – Code 128 barcodes
    b. Alert Filtering and Mapping Add On

i. Automatically create pending repairs or service items
ii. Automatically send text or email custom notifications.
iii. Assign custom descriptions to alerts from vendor provided XML file
iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.

c. Dashboard Add On
   i. Separate module with user definable views and settings
   ii. 12 additional KPI (Key Performance Indicators) Charts

d. *FASTER* Web Inventory Import Utility (IIU)
   i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
   ii. Supports import of Inventory (parts) data from parts or fluid vendor.
   iii. IIU is incorporated directly in *FASTER* Web Integrations Module
   iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
   v. Scheduling frequency of import as often as every five minutes.
   vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.

e. Web-Based MotorPool Module
   i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
   ii. Unlimited user access (named accounts)
   iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.

f. Key Box Integration
   i. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.

8. Exports (OPTIONS)
   a. Asset Alert Results Export
      i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
      ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
      iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared
   b. Asset Birth Certificate Export
      i. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.
9. Data Services (OPTIONS)
   a. Data Extraction Mapping Tools
      i. Option 1: Pre-designed MS Excel data mapping template
      ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration
   b. Level 1 Data Conversion and Testing

        i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
        ii. Data Validation testing conducted to confirm data conversion integrity.
10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
    a. Maintenance Management Overview
    b. System Configuration for *FASTER* Web system settings
    c. Training Plan and Schedule for specific system users and job functions.
    d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
11. Go Live Training
    a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
    b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
12. Post Go-Live Training (OPTIONS)
    a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
    b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
    c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.

2. Software Upgrades:

    a. Software upgrades are regularly scheduled and implemented by *FASTER to all customers with current* Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:

        i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.

        ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.

3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.

4. *FASTER* Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	• Customer's production system is down due to an issue with a *FASTER* product. • *FASTER* product is unusable resulting in total disruption of work or other critical business impact. • No workaround is available
High	• Major feature/function failure • Operations are severely restricted • A workaround is available
Medium	• Minor feature/function failure • Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	• Minor issue • Documentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure **a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release

			• Fix or workaround incorporated into Solution Library
Medium	1 Business Day	Within 5 Business Days	• Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release
Low	1 Business Day	Within 10 Business Days	• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. *FASTER* has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	*FASTER* is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	*FASTER* has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. *FASTER* will regularly provide status updates and expected resolution timelines to the customer.
Closed	Closed status reflects that: • Customer and *FASTER* agree that a satisfactory resolution has been provided, or • Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or • *FASTER* has made multiple attempts to contact Customer that opened the log and Customer has not responded. Electronic service requests (Web, e-mail) may be closed when *FASTER* Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial "Go-Live Training," remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer's review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.

6. Customer's Responsibilities:

    a. Customer's representative(s) must be qualified and authorized to communicate all necessary information.

    b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.

    c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*'s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

Schedule C: Software License Agreement

1) Scope of License

a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER's* hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

2) SaaS Services.

a) Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER's* hardware, during the Access Term, as agreed by the Parties in this Agreement.

b) Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

c) Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER's* intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

d) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

3) The term of this license or subscription will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

4) Environment:

   Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

   a) SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment in which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.

   b) OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

   Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

Schedule D: Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU
And: ((TMM-TMU) X 100)/TMM = Availability

4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.

4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.

4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to $1/30^{th}$ of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

SCHEDULE E: PRICING AND PAYMENT TERMS

Project Cost Breakdown

Category	One-Time Fees	Annual Fees
SaaS / INTERFACE	—	$16,746.27
SETUP / INTERFACE	$8,379.00	—
SUPPORT and MAINTENANCE	—	$4,669.00
Service / Data	$27,000.00	—
Training / Go Live	$15,950.00	—
SaaS / LICENSE	—	$34,160.00
Discount	($6,500.00)	($5,390.63)
Total	**$44,829.00 USD**	**$50,184.64 USD**

Payment Schedule

One Time Fees

Milestone	%	Amount
Purchase Confirmation	30%	$13,448.70
Project Kickoff	20%	$ 8,965.80
FASTER Web Delivery	30%	$13,448.70
Data Delivery and Go-Live	20%	$ 8,965.80

Annual Fees

Milestone	%	Amount
1st Year (Upon *FASTER* Web Delivery)	100%	$50,184.64
2nd Year (1 Year Anniversary of Go-Live)	100%	$50,184.64
3rd Year (2 Year Anniversary of Go-Live	100%	$50,184.64
4th Year (3 Year Anniversary of Go-Live)	100%	$50,184.64
5th Year (4 Year Anniversary of Go-Live)	100%	$50,184.64

Optional Support

Athens-Clarke County has opted not to incorporate additional technical support for data extraction assistance at the time of this Agreement. Should these services be needed at a later point, *FASTER* can provide them for an additional cost of $180/hour.

Pricing Detail (from Cost Breakdown Above)

See Attachment #2

Attachment #1: Original Technical Proposal from *FASTER* in response to RFP #01100



December 20, 2022

RFP #01100

TECHNICAL PROPOSAL

FLEET MANAGEMENT SOFTWARE SYSTEM

FASTER Asset Solutions

PREPARED FOR

The Unified Government of Athens-Clarke County
Finance Department
Purchasing Division
375 Satula Avenue
Athens, GA 30601
(706) 613-3447
accbids@accgov.com

PREPARED BY

FASTER Asset Solutions
John Griffin
Business Development Manager
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
(205) 515-2167
john.g@fasterasset.com

December 20, 2022

The Unified Government of Athens-Clarke County
Finance Department
Purchasing Division
375 Satula Avenue
Athens, GA 30601
(706) 613-3447
accbids@accgov.com

Dear Athens-Clarke County Purchasing Team,

On behalf of all of us at FASTER Asset Solutions, we submit this response to serve The Unified Government of Athens-Clarke County. FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. FASTER is the largest provider of fleet management information systems (FMIS) to Municipal Government in North America. We also believe FASTER is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:
Seventy percent of FASTER's technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as FASTER. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

FASTER Invests in the Long-Term:
No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. FASTER Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:
FASTER Asset Solutions has focused our development expertise on designing a solution that is focused on the user experience. From the maintenance technician to system administrator, entering information is straightforward and built to ensure accuracy. This strategy results in FASTER Web providing reports and analytics to support our customers as they plan, evaluate, and manage their fleets for decades. We're confident that the solutions and approach we've outlined in this RFP response will clearly illustrate our expertise in providing FMIS solutions. If we are selected to partner with your county government, we commit to providing a team that cares deeply about our customers and is consistently searching to improve our solutions from customer feedback.

Sincerely,

Mitch Skyer
President

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EXECUTIVE SUMMARY



FASTER is the largest provider of fleet management information systems (FMIS) to Municipal Government in North America. FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies.

This proposal is for the FASTER Web software. FASTER Web is a true web-based system that has been designed on today's latest technology that employs a graphical user interface (GUI) based on industry-standard browser screen design techniques and principles.

As is the largest FMIS provider to Municipal Government in North America, FASTER has the experience to successfully implement the provided Scope of Work. Over the years, organizations that manage large numbers of mobile assets have turned to FASTER based on an assessment that FASTER provides the best system. And due to FASTER's focus on providing a superior implementation and support experience, customers realized greater utilization and ROI.

Overall, partnering with a best of breed fleet management provider like FASTER will equip Athens-Clarke County with the software, resources and support it needs to meet and exceed the needs of your customer agencies and drivers and run an efficient, successful fleet operation without the need for system customization.

Since FASTER Web is a true cloud-based system, there is an extraordinary difference in the end-state product the customer's users will experience. In the end, FASTER Web not only provides a better ROI and a quicker and easier implementation, it will better fulfill the operational efficiency and data needs of your management and operation.

Our approach in our proposal is to offer Athens-Clarke County the best value on the best fleet management solution. FASTER Asset Solutions will clearly demonstrate that we meet all the requirements of this RFP and the Scope of Work and as a national organization with a strong brand presence for over 40 years in the municipal fleet industry. That we have the experience in developing, implementing, and marketing Fleet Management Information System (FMIS) solutions.

The following page provides an overview of the FASTER solutions proposed to meet the requirements set forth in the RFP.

FASTER Web is the best-of-breed FMIS solution. As such it contains all the modules that are important for cradle to grave asset management. FASTER Web Modules include:

Home Module

Users can manage their profiles, roles, certifications, and passwords.

Asset Module

This area pertains to asset record creation, asset record viewing & searching, asset reassignment tracking, asset templates, asset life cycle management, meter management, preventative maintenance scheduling and tracking, warranty tracking, and acquisition planning, and much more.

Inventory Module

Inventory Management (Parts & Fuel Tracking) which encompasses the entire procurement process from order and receipt through issues; including warranty replacements, core tracking/returns, and vendor credits through the accounting system.

Maintenance Module

This area of the software pertains to work order management, shop floor management, indirect labor management, task list management, recalls and pending repairs as well as customer service repair requests, and much more.

Fuel Module

Pertains to fuel set-up and importing and/or manually adding fuel transactions, ad hoc reporting through the Advanced Search feature.

Accounting Module

This area pertains to setting up budgets, accounts, accounts payable and receivable, vendor credits, and billing adjustments.

Reports Module

The true value of any data system is the business intelligence it provides to run your operation efficiently and successfully. FASTER Web provides robust and varied business intelligence features that extend well beyond our standard reports based on fleet and business best practices. FASTER also offers powerful, comprehensive searching for fast onscreen viewing of data; data export capabilities; the ability to create your own custom reports.

Vendor Module

This module is used to manage all vendor records, such as sublet contractors that perform outside repairs, as well as suppliers. The Vendor Module includes contact and location information, service and diversity ratings, as well as tax rate configurations. This module includes unlimited notes and attachments for tracking contracts and SLAs.

Technician Workstation

FASTER's Technician Workstation is a separate application that is included with the core product, designed to provide paperless real time shop floor labor tracking and management using the latest touch screen technology to maximize efficient data entry. Technician Workstation was built to be flexible and can be accessed via touch screen or using mouse and keyboard.

Customer Portal

This area pertains to customer access to asset information and service requesting. Has the ability to be branded with the City's logo. FASTER's Customer Service Portal is used to provide paperless/electronic communication between the fleet and outside customers.

Additionally, FASTER offers additional Add-On Modules that may offer greater efficiency and ease of use:

Standard Fuel Import (SFI)

Provides a robust yet inexpensive way to import data from a Fuel System Vendor or Commercial Card Vendor (FSV/CCV) into your FASTER Web system to easily track and report on fuel related costs. Meter readings can be imported along with fuel transactions. These readings are used to update Asset History and drive PM programs. It will enforce validations such as exceeding tank size and invalid meter readings. The Add-on also allows a user to easily process and correct errors for transactions that did not pass validation. Finally, the user can view rejected transactions and search and filter by rejected reasons

Motor Pool Module

MotorPool Asset Sharing, Rental and Reservation System/Add-on is a comprehensive system for managing motor pools, asset sharing, rental and reservations, which is available both as an add-on to FASTER Web and as a standalone system. With unlimited user access (named accounts), this web-based rental and reservation application is designed for both attended and unattended motor pools. It provides simple and sensible workflow processes that are user friendly for both the customer and end user. Its flexible rate structures, configuration, and consolidated billing provides the ability to seamlessly manage multiple pool locations.

Dashboard Module

FASTER Web Dashboards give the customer the ability to change the look and feel in visually robust ways. These dashboards are also drillable to view key data for analysis. In addition, Microsoft provides a free tool, Power BI, which enables the customer to create dashboards. The dashboard is a visually driven set of 20 Key Performance Indicators (KPI's) that quickly provide you with real-time information at a glance.

The current 20 KPI's are: Shop Turnaround Time, Technician Productivity, Utilization, Asset Availability, Comeback Repairs, Cost Per Meter, PM Compliance, Open Work Orders by Status, Inventory Turns, Vendor Compliance, Scheduled vs. Non-Scheduled Repairs, Average Age of Asset, Assets Out of Service, Receive Items, Issued Items, Work Order Turnaround Time, Cost/Dispensed Fuel, Dispensed Fuel, Accounting (Top 5 Accounts by Expenditures) and Vendor (Expenditures).

Barcode Module

With the Barcode Module Add-on the system has the ability to print bar code bin labels. Because FASTER is a browser based the system can be accessed from remote locations with any wireless enabled device where proper security has been accessed. This module is a fully integrated bar-coding module. It provides the ability to utilize bar-coding through all processes in the system including scanning UPC codes (part numbers) into FASTER and issuing parts to work orders. Barcodes can be used anywhere in the processes where it is determined that keyboard entry should be eliminated. Bar coding capabilities include; Print Bar Code Labels, Part Number, Description, Storeroom, Bin Location, and Date Part Received.

FASTER

SECTION 2:

COMPANY BACKGROUND & QUALIFICATIONS



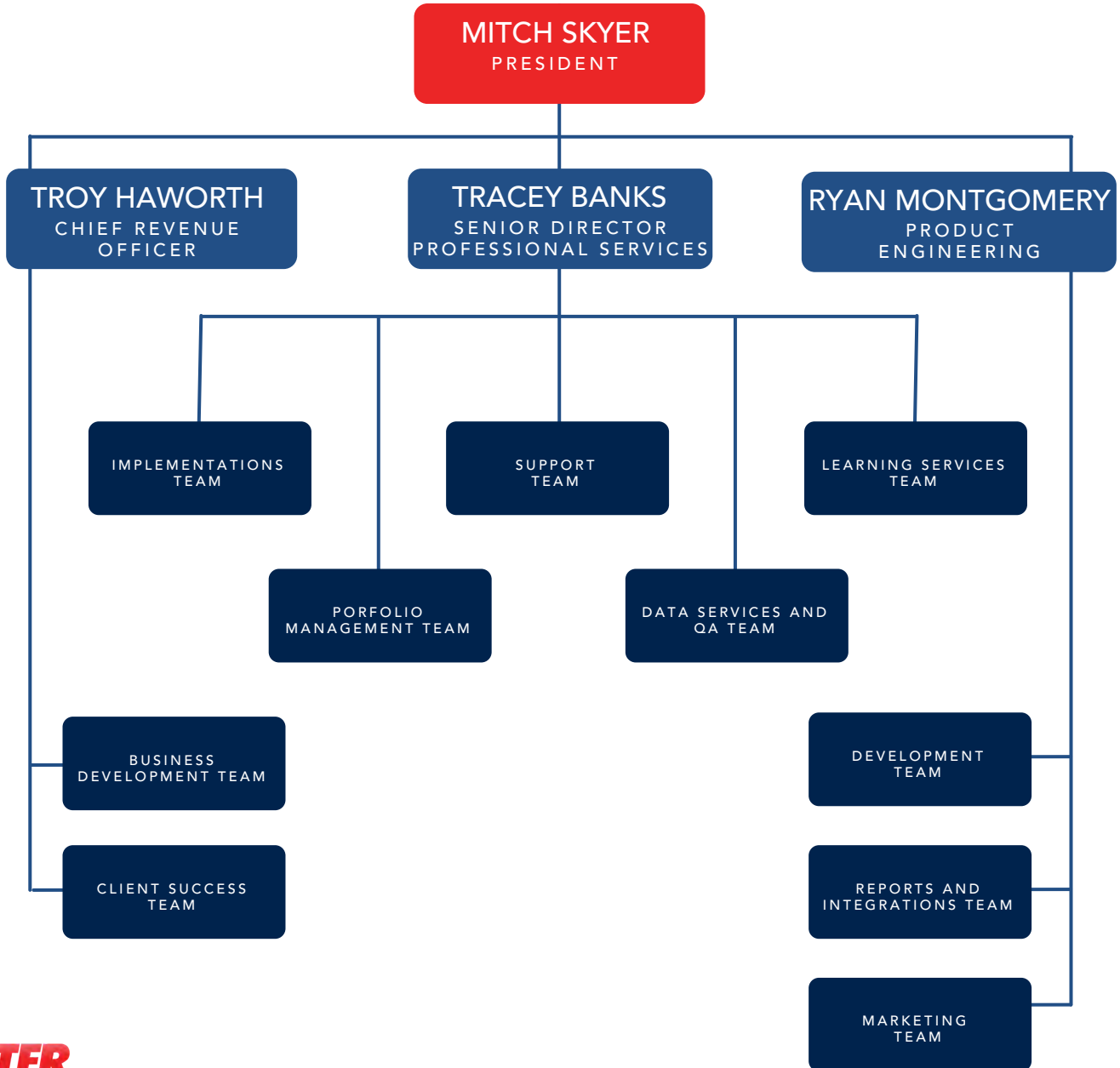
2.1 COMPANY BACKGROUND

FASTER Asset Solutions has been headquartered in the Hampton Roads region of Virginia since our founding in 1982 as CCG Systems. FASTER is a national firm and the largest provider of fleet management information systems (FMIS) to Municipal Government in North America. FASTER's mission is to provide the best-of-breed fleet management solution, with phenomenal implementations and support.

Corporate office address: 760 Lynnhaven Parkway Ste 203, Virginia Beach VA 23452
Phone Number, Website: (757) 623-1700, www.fasterasset.com

TT FASTER dba FASTER Asset Solutions is a Limited Liability Company (LLC).

Our Corporate Officers are:
Mitch Skyer – President
Troy Haworth – Chief Revenue Officer
Tracey Banks, Ph.D., PMP, CSM– Senior Director, Professional Service



2.2 QUALIFICATIONS / EXPERIENCE

FASTER Asset Solutions was founded 40 years ago (1982) and is still headquartered in Hampton Roads, Virginia. With more than 460 successful implementations, FASTER has developed an efficient and quality driven implementation process. Furthermore, FASTER Web is currently used by more than 380 municipalities.

The professional staff at FASTER make up the company that is the largest provider of Fleet Management Information Systems to Municipal Government in North America. Our customer-focused culture provides a business model that has created long tenure and the largest wealth of fleet system knowledge in the industry, with over 460 successful customer implementations over our 40-year history.

Having successfully implemented some of the largest fleets in North America, FASTER will also be able to leverage our vast experience and channel it effectively for your project. FASTER has a proven implementation project methodology that provides excellence in quality control. FASTER uses an enterprise project management methodology using Microsoft Project Enterprise and SharePoint Enterprise. Further because FASTER Web is a fully cloud based solution, meaning the workload for the customer is greatly reduced.

FASTER currently has over 380 customers throughout the United States and Canada. The overwhelming majority of these customers are public entities (city, town, county and state government operations).

FASTER has partnered with and focused on municipal fleet operations since 1982. There is no other vendor with a higher quality FMIS or more experienced staff. The fact that we are so experienced with municipal fleet operations provides significant added value to the customer.

The FASTER Project Manager and Implementation Consultant are part of FASTER's larger Support Team. Reference checks and reputation will reveal that FASTER's Support Team is by far the most technically advanced and responsive in the industry.

Seventy percent of FASTER's technical staff have been with us for more than 10 years. Further, reference checks will reveal that no other vendor offers the level of professional technical support staff and responsiveness as FASTER. This results in a better implementation experience, along with superior ongoing support, which ultimately results in better system utilization and ROI.

The FASTER team has the experience and qualifications to provide all the services necessary for a successful implementation of FASTER Web. Our continuous technical support will ensure the customer's goals of increased asset productivity, decreased operating costs, and decreased emissions are achieved.

2.3 CUSTOMER REFERENCES

Agency	Dekalb County, GA
Address	5350 Memorial Drive, Stone Mountain, GA 30083
Contact	Robert Gordon, Deputy Director-Fleet Management
Phone	O: 404-297-3280 | M: 770-652-6972
Email	rlgordon1@dekalbcountyga.gov
Implementation Start Date	September 3rd, 2020
Implementation Completion Date	May 15th, 2021
Total Project Cost	$386,976.00

DeKalb County GEORGIA

Agency	City of Charlotte, NC
Address	701 Tuckaseegee Road, Charlotte, NC 28208
Contact	Chris Trull, Fleet Manager
Phone	O: 704-336-2742 | M: 704-201-3683
Email	cctrull@charlottenc.gov
Implementation Start Date	August 1st, 2012
Implementation Completion Date	June 3rd, 2013
Total Project Cost	$315,956.50

CITY of CHARLOTTE

Agency	City of Albany, GA
Address	1312 Blaylock Street, Albany, GA 31705
Contact	Adam Saylor, Fleet Superintendent
Phone	O: 229-430-5272 ext. 3 | M: 229-407-0439
Email	asaylor@albanyga.gov
Implementation Start Date	June 30, 2011
Implementation Completion Date	October 28, 2011
Total Project Cost	$147,225.00

CITY OF Albany GEORGIA

2.4 FINANCIAL INFORMATION

FASTER has included Audited Financial Statements for Years Ended December 31, 2021 and 2020 from our parent organization, TT Intermediate LLC and Subsidiaries. These are the only two years of financials available since transitioning to new ownership.

In the interest of adhering to the requested page limits, the only financial documents provided in this section are the Consolidated Balance Sheet Summary and the Consolidated Operations Statement. Financial documents can be provided in their entirety upon request.

TT Intermediate LLC and Subsidiaries

Consolidated Balance Sheets
(in thousands)

December 31,		2021		2020
Assets				
Current Assets				
Cash	$	5,782	$	7,527
Accounts receivable, net		15,430		12,226
Inventory		696		564
Prepaid expenses and other current assets		1,847		839
Total Current Assets		23,755		21,156
Noncurrent Assets				
Deferred tax asset, net		-		-
Property and equipment, net		485		750
Goodwill and intangible assets, net		138,920		158,090
Total Noncurrent Assets		139,405		158,840
Total Assets	$	163,160	$	179,996
Liabilities and **Members'** Equity				
Current Liabilities				
Accounts payable	$	2,479	$	2,120
Accrued expenses		2,456		2,254
Other current liabilities		5,695		2,228
Income taxes payable		356		-
Deferred revenue, current portion		16,342		12,820
Current portion of long-term debt		406		975
Total Current Liabilities		27,734		20,397
Noncurrent Liabilities				
Long-term debt, net of current portion		65,966		66,369
Deferred revenue, long-term		6,686		6,250
Total Liabilities		100,386		93,016
Total **Members'** Equity		62,774		86,980
Total Liabilities and **Members'** Equity	$	163,160	$	179,996

See accompanying notes to consolidated financial statements.

TT Intermediate LLC and Subsidiaries

Consolidated Statements of Operations
(in thousands)

Year ended December 31,	2021	2020
Revenues	$ 44,092	$ 38,105
Cost of Revenues	9,682	6,512
Gross Profit	34,410	31,593
Operating Expenses		
Selling, general and administrative expenses	34,344	28,759
Transaction costs	-	821
Depreciation and amortization	19,470	18,408
Total Operating Expenses	53,814	47,988
Operating Loss	(19,404)	(16,395)
Interest Expense	4,659	4,452
Loss Before Income Taxes	(24,063)	(20,847)
Income Tax Benefit (Expense)	(316)	53
Net Loss	$ (24,379)	$ (20,794)

See accompanying notes to consolidated financial statements.

FASTER

SECTION 3:

TECHNICAL PROPOSAL



3.1 PROPOSED SYSTEM ARCHITECTURE

With respect to system architecture and programming language: FASTER Web is a Microsoft IIS web application that uses the ASP.NET web development platform along with AJAX to provide a richer and more responsive user experience. To promote re-usability and maintainability of the objected-oriented business layer, FASTER Web is built upon the CSLA.NET development framework. FASTER Web runs on a highly normalized MS SQL database and uses SQL Server Reporting Services (SSRS) as the Report Engine. Integrations are built using SQL Server Integration (SSIS) services and Web Service APIs based on Microsoft's Web API2 technology. It includes optional add-on semantic layer that leverages the new Tabular model in SQL Server Analysis Services (SSAS).

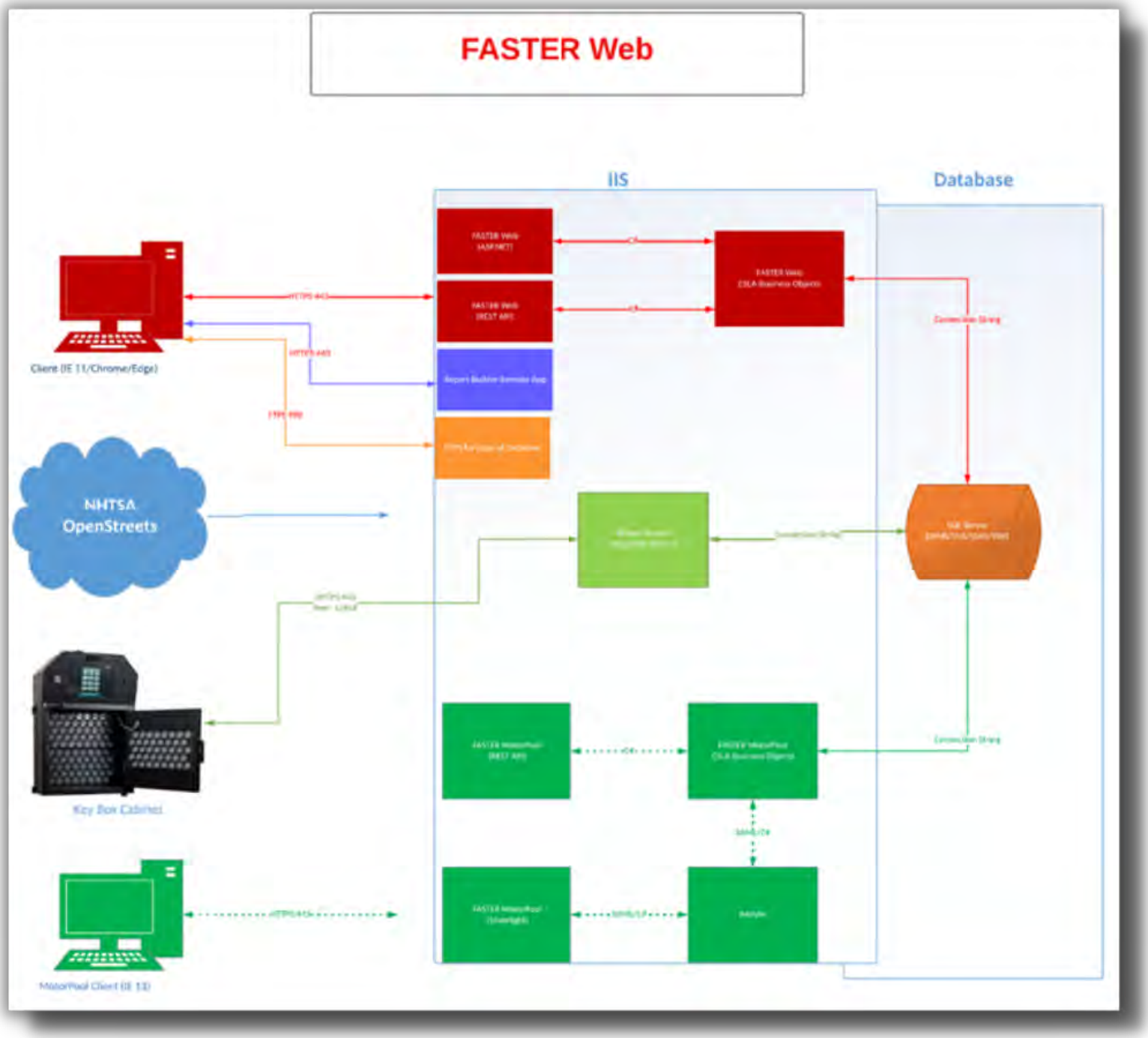
Related to installation and infrastructure: FASTER Web is a Cloud solution hosted in MS Azure, the FASTER Web application will be installed by FASTER.

The implementation of FASTER Web requires minimum IT staff time. For example, there is only one environment required for the implementation and that is promoted to become the production environment. This environment is initially the environment where your organization will do testing and experience all training. And upon delivery of the final go-live database, this environment will be promoted to a production environment. This helps assure quality control and makes the go-live less complex. In addition, FASTER stands up its own test environment on our servers. We perform internal testing on your data and any custom deliverables.

With respect to redundancy and failover, FASTER Web's system architecture was selected and designed specifically for the purpose of scaling as fleet's grow, not only in size, but also system utilization overtime. In FASTER's cloud hosting solution, the VMs themselves are backed up with Rubrik, which is a hypervisor-based backup solution. It uses VMware snapshots to take daily point-in-time copies of the entire VM, including all virtual disks, and stores it on dedicated backup storage, which are also copied offsite to a west coast datacenter (the production data center is on the east coast). After 14 days the backups are automatically pruned.

In addition to the standard disaster recovery method noted above, FASTER's third-party host, Microsoft Azure, also provides a disaster recovery plan that includes a warm site at a datacenter which is remote from the site which is hosting. This plan includes an SLA of 4 hours for RTO and 30 minutes for RPO.

System Architecture Diagram



3.2 APPLICATION SOFTWARE

Our proposed solution, FASTER Web, will provide a robust, yet easy-to-use Fleet Management Information System (FMIS) software solution that is easily configurable. FASTER Web is a true web-based system that employs a graphical user interface (GUI) based on industry-standard browser screen design techniques and principles.

OVERVIEW OF SOFTWARE FEATURES

The following is a detailed overview of the features and functionality of FASTER Web:

System-Wide General Features

- True browser-based client that will reduce client machine investments.
- Reduces overall hardware cost and application maintenance.
- Flexible role-based security model to customize user access.
- A browser interface design that incorporates the entire user experience.
- Easy navigation.
- Customizable views that are user specific.
- Follows fleet process flow with functionality separated out by tab.
- Provides user definable configuration allowing flexibility to match site specific processes.
- True Web based architecture offers access from various locations and devices.
- Integrates with other web services enabled systems based on REST web service architecture, web service methods support JSON.
- Custom Specifications areas provides the Asset and Inventory Modules of the system the ability for the customer to track site-specific data not already tracked by default.
- Ability to link attachments to records throughout the majority of the system
- Notes capability throughout the system with flexible user-based security and subject lines for fast searching.
- Ability for user to change their password as needed.
- In-product, context sensitive Help screen throughout application

Security, System Administration & Setup

- Flexible role-based security model to customize user access.
- Ability for users to edit their profile information.
- Configuration that enforces strong password requirements.
- Built-in ability for users to reset forgotten passwords via security question.
- Optional Active Directory authentication.
- Ability to view assigned roles.
- Ability to attach documents (Excel, Word, PDF, JPEG, Photos, Video, etc.) for assets, inventory and maintenance.
- Ability to restrict the types of attachments accepted at your site to help control storage needs and to store attachments outside database.
- Setup tab provides ability to re-label eighteen (18) specific fields in the system, customize pick list values and find data dictionary information for system fields.
- Web based architecture offers access from various locations and devices.
- Ability to assign specific time zones per user.
- Ability to edit/add Repair Group, Component Descriptions.

Reports Module: Reporting and Business Intelligence

The true value of any data system is the business intelligence it provides to run your operation efficiently and successfully. FASTER Web provides robust and varied business intelligence features that extend well beyond our standard reports. Features include, but are not limited to:

- Standard reports based on fleet and business best practices.
- Powerful, comprehensive searching capability for fast onscreen viewing of data throughout the system.
- Easily identify high maintenance (lemon) assets.
- Quick exporting of any search results data to Microsoft Excel, Word & CSV for ad-hoc reporting.
- Ability to create custom reports using SQL Reporting Services.
- Native web deployment of reports.
- Dashboard Software Add-on providing easily accessible at-a-glance overview of the key performance indicators of your fleet.
- Customization of Dashboard KPI's available to meet your fleet's specific needs.
- Vendor Management
- Business Intelligence & Fleet Analysis.
- In product Data Dictionary.
- Ability to extract leased/owned asset maintenance and operating details in accordance with the Federal Automotive Statistical Tool (FAST) annual reporting requirements.

Asset Module: Cradle to Grave, from Acquisition to Disposal, Asset Management

Track all data related to your assets including:

- Asset Identification information (all basic asset identifying fields and data).
- Standard specifications of the Asset (including Multiple Engines, Unlimited Fuel Types, transmission and tire information).
- Custom specifications where you can track any custom data specific to your site related to your assets.
- Easy access to at-a-glance snapshot information for a given asset including things such as most recent PM, meter reading, work order and lifecycle costing.
- Unlimited Usage Codes allow you to further define the way or ways a given asset is used within your organization.
- Vehicle Lifecycle Tracking
    - Acquisition
    - Replacement
    - Point-Scale Replacement Comparison
    - Disposal
    - Management of disposal from out of service, decommissioned and auction/sale proceeds being credited to the appropriate account depending on your internal policy.
- Asset Billing
    - Control down to the asset level how billing occurs in a wide variety of user defined ways such as:
        - Base charges, insurance charges, replacement charges, individual billing items such as parts labor, sublet, and fuel (with or without markup).
- Preventive Maintenance and Scheduled Action
    - Per asset tracking of preventive maintenance schedules.
    - Per asset tracking of other scheduled actions related to an asset such as:
        - Registration renewals
        - General Inspections
        - Emissions inspections
        - Any other routinely scheduled or predictive maintenance action that occurs at a given interval you specify required for the asset.
- Warranty Tracking
    - Equipment warranty tracking from initial claim through reimbursement being received.
- History of All Parts Issued to the Asset
    - Parent/Child asset tracking for asset components.
    - Full family tree shows entire association tree.

- History view outlining all maintenance, repair and fuel dollars related to asset as well as cost per meter or fuel consumption data.
- Asset Contacts with Roles
  - Track anyone and everyone related to a piece of equipment with the ability to specify custom roles related to assets and start and end dates for their connection to the asset.
  - Configure individual email and/or text notifications.
- Asset Templates
  - Asset templates allow for quicker entry of multiple new asset records into the system.
- Reassign Assets
  - Assets can be reassigned between Departments, to another organization, and/or to another asset number while retaining all historical information.
  - Validation of Work Order and Fuel transactions upon department reassignment.
- Attachment Capability (multiple types such as images, documents, etc.)
  - Ability to track notes related to assets with subject lines for easy searching.
- Track capital replacement costs.

Inventory Module: Inventory Management for Parts, Fuel, & Fluids

FASTER Web provides comprehensive inventory management and parts tracking features which encompass the entire procurement process from order/receipt, through issues including warranty replacements, core tracking/returns, and vendor credits. This real-time functionality is integrated throughout the system. Features include but are not limited to:

Inventory Item Management

- Track all data related to your inventory items including:
  - Part Identification information (all basic identifying fields and data).
- Last receipt data, Part Usage Codes and info.
  - Easy access to at-a-glance snapshot information for the inventory item such as quantities in stock, in return bins, available and on order; average pricing information; last issued and received data; and quantities purchased and issued during the last 12 months.
- Ability to Search Orders by Item Number and Order Status
  - Stock settings to set high/low reorder level points, lead time, etc.
- Vendor section tracks inventory item numbers used by other vendors for the same item as cross references.
  - Substitute Stock tracks alternate items that can be used as a substitute in the event the primary item is unavailable.
- Inventory Merge functionality allowing multiple inventory item records to be merged into one record while retaining all historical data.
  - Custom specifications where you can track any custom data specific to your site related to your inventory items.
- Flexible Pricing Setup
  - FIFO and price averaging costing methods available for the pricing of individual inventory items.
  - Ability to track all charges related to an item such as core, hazard fees, disposal fees, etc.
- Track vendor and manufacture warranties
- View history of all inventory activity including issues, returns, transfers, etc.
- Inventory Management
  - Performing and tracking physical inventory counts in a variety of ways.
  - System uses perpetual inventory methodology which allows you to look at a snapshot of your inventory for any given date and time.
- Ability to track notes related to parts with subject lines for easy searching.
  - Attachment Capability (multiple types such as images, documents, etc.)

Inventory Ordering, Receiving and Issuing Tracking

- Integrated with the Maintenance module functions in real-time so that inventory is consumed and replenished immediately.
- Provides complete accountability and auditability for all transactions within the procurement process.
- Supports multiple tax structures.
- Ability to receive items from either an invoice, a packing slip or order number.
- Process vendor returns from inventory, for warranty, or core.
- Issue parts based on electronic technician request and alerts technician when available.
  - Ability to cancel remaining order qty.
  - Ability to reserve and fill requested quantity for issue.
  - Ability to print barcode bin labels.
  - Ability to define bar code label print quantity.
  - Order recommendation is created automatically for stock reordering.
- Full auditability for inventory transfers.
  - Ability to create inventory master records when accepting part transfer
- Ability to create and manage inventory items lists (kits) and item list templates.
  - Create item lists based on part usage history.
- Inventory Item lists can be created by any combination of Class, Year Make Model, or by the Asset.
  - Ability to add, edit, view, search items list for specific repairs by asset, year, make, model and class.

Maintenance Module: Managing Maintenance & Labor

FASTER Web provides comprehensive maintenance planning and tracking based on best practice work flow processes. In addition, customer service tools enable you to provide higher levels of service. Features include but are not limited to:

- Create Work Order or Direct Department Charge documents to capture repair & maintenance activities that relate to billing a cost center of an asset.
- Quickly view in-depth related asset data, maintenance symptoms, meter readings, and snapshot summary of work order costs.
- Track and manage non-billable labor hours.
- Ability to batch add indirect labor records by shop or shift.
- Quickly add repairs to record maintenance based on standard categories, items and reasons.
  - Standard coding included but can also be customized by your organization.
- Create pending repairs.
- Issue stocked and non-stocked inventory to work orders.
  - Ability to return issued inventory items to either the storeroom or the vendor.
- Track outsourced sublet work and costs.
- Ability to charge labor hours using Flat Rate labor charges.
- Track any other costs for a given maintenance record.
- Provide the ability to print work orders including notes.
- Attachment Capability (multiple types such as images, documents, etc.)
- Ability to track notes related to maintenance record with subject lines for easy searching.
- Downtime hours are automatically calculated using the work order status and the availability information for the asset and provided.
- Direct charges to departments and equipment can be easily created when appropriate.

- Manage shop floor activity.
  - Complete tracking of all technician time, including non-billable labor hours.
  - Ability to view work in progress for both direct and indirect labor.
  - Labor planning and forecasting.
  - Calendar view for labor planning and forecasting.
  - Ability for the shop manager to perform mass logoff of technicians in all shops.
  - Ability to use pending repairs to managed campaigns, recalls and incoming online service requests and appointments from the Customer Portal.
  - Easily review productivity history by technician.
  - Track your technician certifications and training.
- Ability to create and manage task lists and task list templates.

Technician Workstation: Real-time Labor Entry

FASTER's Technician Workstation (TWS) is included with the core product and designed to provide paperless real time shop floor labor tracking and management. It permits your staff to use the latest touch screen technology as well as a mouse and keyboard to maximize efficient data entry. Direct/Billable labor and Indirect/non-billable labor time is captured based on technicians' activity and is exportable into MS Excel or CSV that can then be imported into other systems. Or FASTER can build middleware to accommodate integrating with any system you desire. Or robust interfacing can be achieved through queries against the SQL database.

TWS provides powerful processes to make work easier and efficient for your staff. For example, parts can be ordered from within TWS, history viewed as well as many other features that are useful to Technicians. For example, a one-touch feature permits a technician to log-off his current job and log-on to a job if they are assisting another Technician. And when they finish assisting, they can quickly log back on to their job.

Customer Portal: Self Service

FASTER's Customer Service Portal (included with the core product) is an individual application used to provide paperless/electronic communication between the fleet and outside customers. Some of the features include:

- Ability for customers to schedule and manage appointments.
- Ability for customers to request repairs for equipment online as well as view repair history from any computer using a supported web browser.
- Automatic work order status notifications to assist your customers.
- Automatically notify customers via email when the equipment is ready for pick up.
- Generates an automatic email notification whenever PM is due on an asset, upcoming vehicle expiration, scheduled appointment confirmations, etc.

Preventative Maintenance Scheduling

Use FASTER's Pending Repairs feature to schedule preventative maintenance and to process on-line requests from customers. When a work order is opened the pending repair is presented for the asset and can be added as active repair.

- Preventive Maintenance and Scheduled Action
  - For all assets: vehicles/facilities/equipment
- Automatically adjustment/update of schedules when hub/meters are changes.
  - Per asset tracking of preventive maintenance schedules.
- Ability to create task list for PM and other job services for repetitive jobs.
- Identify services due by meter, time or fuel consumption.
- Email notification to customer and operator when service is due.
- Per asset tracking of other scheduled actions related to an asset such as:
  - Registration renewals
  - General Inspections
  - Emissions inspections
  - Any other routinely scheduled or predictive maintenance action that occurs at a given interval you specify required for the asset.

Accounting Module: Accounting & Billing

FASTER Web's Accounting Module includes the ability to set up budgets, accounts, accounts payable and receivable, vendor credits, and billing adjustments.

FASTER's flexible billing features provide for configurable accounts by charge type and account elements, this allows the system to bill to the Department or GL account level. Every functional area of the application, asset management, maintenance management, inventory management (parts and fuel), as well as asset sharing & pool management is integrated in real-time with the billing features. Any charge type from within the system is consolidated into a single billing statement. Billing statements can be individualized at the organizational, department or asset level. FASTER's fully configurable and flexible billing system allows the user to structure multiple unique charge back systems for the various customers.

FASTER Web includes flexible tracking of all costs and vendors related to assets as well as billable dollars and customer accounts. Features include but are not limited to:

- Full chart of accounts management with budget line item detail.
- Asset maintenance and inventory charges can be billed to multiple account numbers at the organizational, department or asset level.
- Track use of purchase cards.
- Ability to perform billing adjustments for all cost categories.
- Vendor accounts payable and invoicing management.
- Vendor credit processing.
- Manage billing adjustments and overrides.
- Provides complete accountability and audit ability for all transactions within the procurement process meeting both GAAP (Generally Accepted Accounting Principles) and IFRS (International Financial Reporting Standards).
- Ability to bill each asset by multiple cost categories in user defined combinations.
- Ability to perform inventory period-end and year-end closing.

Fuel Module: Fuel Management
FASTER Web provides the ability to collect and store fuel transactions by manual process, and electronic upload depending on the capabilities of your fuel provider. Features include but are not limited to:

- Track fuel related data and costs within FASTER.
- Ability to review and edit fuel exceptions prior to posting in FASTER system.
- Ability to download data from multiple onsite automated fuel systems or commercial card programs into FASTER.
- Manage inventory levels of fuel and bulk fluids.

Security Model
FASTER Web has a role-based security model that includes two levels of permissions.

Role-level permissions indicate what actions each role member can perform, view only, add, edit, or delete. You can customize as many roles as your processes require. Typical roles include Administrator, Fleet Manager, Supervisor, Parts Manager, Technician, and Customer.

User level permissions are set for the different Modules, Organizations, Maintenance Shops, and Storerooms. These permissions determine the area(s) of the application that the user can access including the different.

FASTER Web has additional security options by allowing integration with Active Directory, we use Auth0 and it supports following connections:

- SAML
- OpenID Connect
- Okta Workforce
- Google Workspace
- Microsoft Azure AD
- ADFS
- Active Directory / LDAP
- Ping Federate

API Connections
All deliverables are listed and described in the FASTER MSA, Schedule A - Statement of Work, as well as listed in the Cost Proposal. These include all software products, Add-Ons, Integrations, as well as system implementation services and data conversion (As described in Section 6.4 "Data Conversion").

User Documentation is in-product, built into the FASTER Web system for ease-of-use purposes. Therefore, there is no external documentation needed. For example, FASTER Web includes context sensitive help. And the UI is built with an ease of use that provides a stepped process approach.

Property rights are described in the FASTER MSA Item 3 "Property Rights".

Intellectual Property Rights are defined per the FASTER MSA as:

"FASTER retains title to and all intellectual property rights to all programs, documentation, information or data furnished by FASTER. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of FASTER."

3.3 THIRD-PARTY SOFTWARE

FASTER provides access to SSRS Report Builder for those users who want to create custom reports. FASTER also uses Power BI to provide management charts. ACCGOV will not need to contract separately.

ACCGOV will need no third-party software for any integrations or interfaces related to the scope of this project implementation.

No open-source software is being used by FASTER Web FMIS.

3.4 HARDWARE AND SYSTEM SOFTWARE

FASTER Web is cloud based and as such, FASTER will be providing the hardware environment is MS Azure. However, FASTER's System Environment & Configuration Document can be provided as a reference during implementation.

FASTER Web is a true web-based solution. FASTER Web is an ASP.NET application and was developed based on current platforms from the ground up. The 100 standard reports are built using Microsoft SSRS. Application program interfaces are built based on the new API-2 Web Services which provides state of the art integration capabilities.

The proposed FASTER Web Fleet Management Software will provide a robust, yet easy-to-use solution that is easily configurable. FASTER Web employs a graphical user interface (GUI) based on industry-standard browser screen design techniques and principles. Overall, partnering with FASTER will equip ACCGOV with best of breed fleet management software, resources and the support it needs to run an efficient, successful fleet operation.

FASTER uses SQL Server with our FASTER Web solution, which is a Relational Database Management System (RDBMS). We support open architecture and connectivity in respect to the structure of the database (providing data mining, reporting, data warehousing, etc.).

With respect to redundancy and failover, FASTER Web's system architecture was selected and designed specifically for the purpose of scaling as fleet's grow, not only in size, but also system utilization overtime. In FASTER's cloud hosting solution, the VMs themselves are backed up with Rubrik, which is a hypervisor-based backup solution. It uses VMware snapshots to take daily point-in-time copies of the entire VM, including all virtual disks, and stores it on dedicated backup storage, which are also copied offsite to a west coast datacenter (the production data center is on the east coast). After 14 days the backups are automatically pruned.

In addition to the standard disaster recovery method noted above, FASTER's third-party host, Microsoft Azure, also provides a disaster recovery plan that includes a warm site at a datacenter which is remote from the site which is hosting. This plan includes an SLA of 4 hours for RTO and 30 minutes for RPO.

3.5 CLOUD COMPUTING HOSTING / HELP DESK OPTIONS

FASTER is a cloud-based solution that is hosted in MS Azure. There is only one environment required for the implementation and that is promoted to become the production environment. This environment is initially the environment where your organization will do testing and experience all training. And upon delivery of the final go-live database, this environment will be promoted to a production environment. This helps ensure quality control and makes the go-live less complex.

SECTION 4:

SCOPE OF WORK



4.1 PROJECT APPROACH & METHODOLOGY

FASTER has over 460 successful customer implementations in our 40-year history. One of the distinguishing factors about FASTER Web is that it is a best of breed, purpose built FMIS (Fleet Management Information System). In addition, this means that the system implementation is very disciplined and uniform. This translates into a higher quality implementation with lower cost and risk. When your implementation project starts, a FASTER Portfolio Manager and Implementation Consultant will be assigned. There will be many other FASTER team members who will work on your implementation as well, including database developers and testers. If you have any integrations beyond a standard fuel import, FASTER's Integrations Staff, Product Manager and Development Team Leader will also be involved.

The implementation of FASTER Web requires minimum IT staff time. For example, there is only one environment required for the implementation and that is promoted to become the production environment. This environment is initially the environment where your organization will do testing and experience all training. And upon delivery of the final go-live database, this environment will be promoted to a production environment. This helps ensure quality control and makes the go-live less complex. In addition, FASTER stands up its own test environment on our servers. We perform internal testing on your data and any custom deliverables. And after go-live your license agreement permits you to stand up a temporary test environment to test any future upgrades or custom products you would have FASTER build.

Since FASTER Web is a market ready product, there is not the risk and potential confusion of attempting to use a form to validate success as there is with custom built systems. Quality is ensured with Soft Go-Live. This project phase is provided by FASTER where 100% of every item in the scope is delivered for the customer to validate in the real world (hands-on). Only after the customer has the opportunity to validate interactively to its satisfaction that full compliance is met in the Soft Go-Live environment is a Go-Live scheduled. In other words, FASTER's implementation provides for the customer to be 100% assured that all scope is met prior to Go-Live. A related benefit of a Soft Go-Live is that User Training for the Go-Live is done using the Soft Go-Live database so that the customer's users get the benefit of experiencing their data.

In other words, Go-Live does not occur until the customer confirms it is satisfied with all deliverables during Soft Go-Live testing. And once the customer confirms it is satisfied, FASTER does a second extraction, transfer and load (ETL) in order to ensure transaction data that the customer entered in its legacy system is extracted, transferred and loaded in the FASTER Web Database for Go-Live.

In summary, due to FASTER's focus on providing a superior implementation and support experience, customers realized greater utilization and ROI.

4.2 PROJECT MANAGEMENT METHODOLOGY

FASTER's Project Manager will review the project methodology and plan in the kickoff meeting. FASTER's Project Manager also will provide a detailed plan for each phase. As each phase of the project approaches, FASTER's Project Manager will arrange meetings to ensure there is collaboration and understanding.

The FASTER Project Manager will coordinate the many FASTER Resources that will serve on your implementation project. That team will include: an Implementation Consultant who will be like a guide to your fleet staff in advising them; Database Developers who will work on the conversion; and Development Managers and staff who will engage in any custom integrations work.

FASTER's implementation Team includes an Implementation Consultant (Fleet Consultant). This Implementation Consultant will be with you from the beginning to end of the implementation and available for consultation. The FASTER Implementation Consultant can provide anecdotal advice on readiness and organizational change advice.

FASTER uses Work Management from Monday.com to track all phases of the COTS implementation project, ACCGOV will be granted online access to the project plan. FASTER's implementation project is phased to make the project easier to manage for the customer. As each phase approaches, FASTER will arrange meetings for collaboration and understanding. Implementations have high visibility at FASTER, with key members of FASTER's Management Team personally involved.

With respect to implementation services, FASTER's Master Service Agreement (attached in Section 9 Sample Documents) provides the narrative description of the implementation process, and a detailed implementation plan is included in the response to the RFP. Details on Scope Management, Schedule Integrity, Project Cost Management, Contract Change Management, and Integration Management are covered under item 1, and in Schedule A – Statement of Work.

FASTER has a proven implementation project methodology that provides excellence in quality control. For example, we provide a thorough Soft Go-Live that will enable you to see, use, and test every single deliverable, including converted data and any integrations. Thus, you can ensure prior to going live that all the of your needs are met.

ACCGOV's Project Manager or Facilitator will facilitate the customer's various fleet and non-fleet department staff to ensure tasks are complete. He or she interfaces directly with the FASTER Project Manager to establish mutually agreeable timelines and meetings.

If you will not have a formal Project Manager assigned to this implementation project, it will be important that the project's sponsor identifies who on your team will be responsible for facilitating the delivery of customer tasks, meetings and information.

Please note that the FASTER implementation provides for the customer to manage its tasks and resources according to the methodologies it chooses. This is because the implementation of FASTER Web is segmented so that the customer can work independently as it chooses. Unlike custom-built systems, there is no risk of confusion for who is responsible for tasking and deliverables.

Since FASTER Web is commercial-off-the-shelf, FASTER uses a tried-and-true implementation methodology for its staff and tasking that has led to excellence in all implementations. For more than 10-years FASTER has not had an implementation that went over-budget or which there was ever a delay caused by FASTER.
While the customer can choose to use the project methodology it desires to manage its tasks, the customer will be responsible for managing its own staff. Therefore there is no need for FASTER to provide an onsite project manager for the customer.

Customers have found that the phased approach FASTER takes has supported the customer managing its resources very effectively with minimal project management advocacy. But as noted above, FASTER's approach respects and provides the opportunity for the customer to manage its project tasks.

4.3 WORK PLAN, ASSUMPTIONS & DELIVERABLES

1. Work Plan

HIGH LEVEL IMPLEMENTATION PLAN:

WBS	Task Name	Duration
0	Sample *FASTER* Web Implementation Plan Draft - New Customer Conversion	141 days
1	Project Kick-Off	2.65 days
2	Environment Set Up and Install	5.69 days
3	(COTS) Commercial Off-the-Shelf System Overview	2.55 days
4	Data Preparation	54.38 days
5	(COTS) Commercial Off-the-Shelf Fuel Imports	4.04 days
6	Customization Requirements (Duration Will Depend on Complexity)	10.16 days
7	*FASTER* Customization Development (Duration Will Depend on Complexity)	0.51 days?
8	*FASTER* Soft Go-Live Preparation	5.52 days
9	Configuration	29.47 days
10	*FASTER* Soft Go-Live Testing	17.66 days
11	Customer Soft Go-Live Testing	8.83 days
12	Limited Data Update	8.97 days
13	Training and Go-Live	3.59 days
14	Post Go-Live Tasks	21.94 days

FASTER is a market-ready fleet management information system. The FASTER Web software undergoes its own development cycle separately and distinctly from the implementation process. This means that no Requirements Gathering, Requirements and Design Approval, Gap Analysis, Testing and Development work is done on FASTER Web software as part of the implementation.

However, custom development and testing will be done in conjunction with the Go-Live Work noted in FASTER's Statement of Work (SOW).

The benefit is the customer will experience a higher quality, lower cost and timelier implementation because the different project phases of Planning, Design, Development, and System Testing and Acceptance have already been completed due to the nature of an off the shelf system.
The test plan is integrated into the overall implementation during the Soft Go-Live phase of the project. The Soft Go-Live is an opportunity for the customer to review all work product. One hundred percent of every item in the Statement of Work (SOW) is provided at the Soft Go-Live. This includes the data conversion, any integrations, reports, etc.

Our time proven implementation and data conversion process includes several testing phases, both by our own internal QA staff and by the customer during the implementation Soft Go-Live phase. Any data anomalies found are addressed at that time so that once Go-Live arrives you can be assured that there will be no unexpected data loss.

The Soft Go-Live testing is broken into the following two phases:

1. FASTER SOFT GO-LIVE TESTING

FASTER Quality Assurance Testing consists of the following:

- Data Verification Testing. FASTER's QA Team compares your converted data from your completed MS SQL Staging Database against your FASTER Web Soft Go-Live database.
- COTS Fuel Import Add-on Testing (if any): FASTER's QA Team performs imports of fuel transaction data from actual data provided by your fuel system or card vendor. And that data is tested or validated to have been imported properly.
- Integration Testing: FASTER's QA Team tests integrations with actual data and your converted database.
- Functional stability testing of FASTER Web with your migrated or converted Soft Go-Live data: Once the customer's data is transformed and loaded into the database, FASTER's QA Team tests the functionality of FASTER Web against your migration or converted data to ensure complete functionality and stability of FASTER Web.

2. CUSTOMER SOFT GO-LIVE TESTING

Once the FASTER Team completes the work noted above, FASTER delivers the Soft Go-Live database and any accompanying scripts to provide all data, integrations and custom items (if any). This permits the customer to perform whatever testing it desires. FASTER is happy to provide copies of test cases it uses in the above testing. These test cases are in Excel format. They not only provide a roadmap for testing you may want to perform, but they also create a learning opportunity for your staff. Customers typically do not redo the complete testing FASTER performs but can certainly choose to do so.

Only after the customer has the opportunity to validate interactively to its satisfaction that full compliance is met in the Soft Go-Live environment is a Go-Live scheduled. In other words, FASTER's implementation provides for the customer to be 100% assured that all scope is met prior to Go-Live. A related benefit of a Soft Go-Live is that User Training for the Go-Live is done using the Soft Go-Live database so that the customer's users get the benefit of experiencing their data.

In other words, Go-Live does not occur until the customer confirms it is satisfied with all deliverables during Soft Go-Live testing. And once the customer confirms it is satisfied, FASTER does a second ETL in order to ensure transaction data that the customer entered in its legacy system is extracted, transferred and loaded in the FASTER Web Database for Go-Live.

2. Deliverables

All deliverables are listed and described in the FASTER MSA, Schedule A - Statement of Work, as well as listed in the Cost Proposal. These include all software products, Add-Ons, Integrations, as well as system implementation services and data conversion (As described in Section 6.4 "Data Conversion").

User Documentation is in-product, built into the FASTER Web system for ease-of-use purposes. Therefore, there is no external documentation needed. For example, FASTER Web includes context sensitive help. And the UI is built with an ease of use that provides a stepped process approach.

Property rights are described in the FASTER MSA Item 3 "Property Rights".

Intellectual Property Rights are defined per the FASTER MSA as:
"FASTER retains title to and all intellectual property rights to all programs, documentation, information or data furnished by FASTER. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of FASTER."

3. Proposed Vendor Staffing

IMPLEMENTATION ORGANIZATION CHART



The project team will include: a Portfolio Manager who will fulfill the project management duties, an Implementation Consultant who will be like a guide to your fleet staff in advising them; Database Developers who will work on the conversion; a Development Manager and staff who will engage in any custom integrations work; and QA staff who perform the testing.

The Implementation Consultant will be on-site for the week of Go-Live.

In order to ensure efficient and quality-oriented staffing for the customer's implementation project, and in fairness to other customers currently in implementation, FASTER is not able to pre-assign staff to projects several months in advance. But we can assure you that there will be resources ready to engage with your project team as soon as an award is made. Therefore, within two weeks of award notification or purchase confirmation, both a FASTER Project Manager and an Implementation Consultant will be assigned from the below list of implementation personnel.

Please refer to Section 5. Project Organization, Staffing & Key Personnel for the major roles and responsibilities for each resource.

4. Risks

Please note that the detailed project plan we provided has no cushion, so it is transparent. Therefore, it shows total time for tasking, but it is not a comprehensive time to completion. Given that the customer staff that will be involved also have other operational duties, we recommend that a cushion be added to reflect the common reality that customer staff will have other day-to-day duties and other projects.

The two critical path tasks that can impact the timeline are data conversion and custom integrations.

Data Conversion services involve the customer doing data cleanup and preparing the data for conversion. FASTER will then perform the data transformation and loading into the FASTER Web database. During this data phase the customer's ability to complete their tasks are generally controlled by the number of resources dedicated to the project, FASTER does not have the ability to manage ACCGOV resources.

In regards to customization/integration, again, the customer is able to influence the timeline by applying the appropriate resources. This would involve the tasks for providing completed requirements for the integration. Simple flat file exports tend to be the shortest and have the least impact on the timeline. Multi-directional Import/Exports using APIs that require middleware, have a greater impact on the timeline. These robust integrations with complex requirements can add several months to the timeline. FASTER can build the middleware, or if the customer has the resources, they can also build the middleware.

FASTER has never had a failed implementation. It has never gone over-budget and there has never been a delay due to FASTER. One of the distinguishing factors about FASTER Web is that it is market ready. This means that the system implementation is very disciplined and uniform. This translates into a higher quality implementation with lower cost and risk.

A Soft Go-Live is provided by FASTER where 100% of every item in the scope is delivered for the customer to validate in the real world (hands-on). Only after the customer has the opportunity to validate interactively to its satisfaction that full compliance is met in the Soft Go-Live environment is a Go-Live scheduled. In other words, FASTER's implementation provides for the customer to be 100% assured that all scope is met prior to Go-Live.

The primary risk for the customer in future years is if the customer fails to cultivate its staff following process, there could be data lacking from the system.

5. Training Plan

Training is integral to a successful implementation and for the customer's continued business. Throughout the implementation process, the customer benefits from our staff expertise in a combination of onsite and remote training services.

There will be three (3) major milestones related to training:

1. System Overview Meetings, these sessions will be via live remote.
2. System Setup & Configuration Training, this training will be via live remote.
3. Go-Live System Training, this hands-on training will be onsite.

End user and system administration training on all facets of FASTER Web is provided by FASTER. Due to the use of a Soft Go-Live process, end user training will include the users experiencing the customer's data, which makes the training much more relevant.

1. SYSTEM OVERVIEW MEETINGS

Your Business Process Owners (BPOs) will want to understand key aspects of the system so they can make decisions about:

- Data preparation and cleanup
- Integrations requirements (if any)

Therefore, FASTER provides a series of live, remote, internet sessions in which one of our Implementation Consultants will provide an overview of FASTER Web. This will aid your BPOs in making decisions about data preparation and integration requirements. (Your BPOs will likely also want to sit in on the system training that will take place later in the implementation as well.)

Who Should Attend

Your staff that should attend the sessions (agenda below) include:

- Key fleet operations personnel
- Anyone involved in data preparation or cleanup
- Any BPOs who need to influence integration requirements
- Typically IT staff including back-end infrastructure managers and those who are involved with reviewing security, system administration, and data preparation
- Finance or Accounting BPOs will want to attend the accounting session

Please note: This is NOT training. But we do provide an overview of the system modules in order to facilitate understanding and decision making. System training will occur later in the implementation process.

2. SYSTEM SETUP AND CONFIGURATION MEETINGS

This training agenda provides details of the two, four-hour System Setup and Configuration Training sessions and the Billing Accounts Training session. These sessions are for your FASTER System Administrator and your Business Process Owners (BPOs) to identify how you want your FASTER Web system settings, fields and picklists to be set up. After the training sessions, your FASTER System Administrator will perform and complete your setup for Go-Live.

3. SYSTEM TRAINING/GO-LIVE

Your key users and Business Process Owners (BPOs) will have become familiar with the FASTER Web system during the System Overview and Configuration Sessions. But even if your key users attended all these sessions, it is important that they also attend the more detailed System Training during the week of Go-Live. All fleet operations staff that will use the system will receive their training the week of Go-Live so that their learning will be retained and actionable for Go-Live. FASTER Web is modularized based on different roles within your fleet operation. Therefore, you will be able to schedule staff to attend the modules that are appropriate for them (see below).

We recommend that your Fleet Manager and FASTER System Administrator attend all training modules. The agenda below has an important order that will aid in the learning process. If your Statement of Work (SOW) specifies additional training sessions, the modules below can be added to meet your needs.
For example, you may have chosen to add additional technician workstation training. (The standard system training schedule allows for a second technician workstation training session to be added at no cost.) If you did not specify in the SOW that you wanted multiple training sessions to accommodate your needs, you can request a quote to add additional training sessions or trainers at any time up to 4 weeks prior to your Go-Live.

4.4 HOSTING

- FASTER Web is hosted in MS Azure
- Customers have access to FASTER's Technical Software Support Personnel ("Software Support") during normal business hours. Normal business hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). FASTER also provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of normal business hours by having support staff members on-call for Emergency FASTER Support.
- User Setup is performed by your System Administrator. FASTER has two (2) methods of authentication, FASTER mixed mode, and AD integration using Auth0.
- The customer can interact with the Technical Support staff by telephone, email, or through remote data link.
- FASTER's Client Success Team provides Operational Support.
- Please refer to the FASTER MSA, Schedule D: Hosting & Hosting Service Level Agreement (SLA)

- MS Azure SOC 2 documentation for download from Microsoft.
- With respect to backup and recovery, in FASTER's cloud hosting solution, the VMs themselves are backed up with Rubrik, which is a hypervisor-based backup solution. It uses VMware snapshots to take daily point-in-time copies of the entire VM, including all virtual disks, and stores it on dedicated backup storage, which are also copied offsite to a west coast datacenter (the production data center is on the east coast). After 14 days the backups are automatically pruned.
- In addition to the standard disaster recovery method noted above, FASTER's third-party host, Microsoft Azure, also provides a disaster recovery plan that includes a warm site at a datacenter which is remote from the site which is hosting. This plan includes an SLA of 4 hours for RTO and 30 minutes for RPO.
- Yes, all products will be hosted in MS Azure.
- No, ACCGOV will not need to host anything on their own servers.

4.5 ONGOING SUPPORT AND MAINTENANCE

- The customer will have direct access to the project team for a period of 60 days post-implementation. There is no charge for FASTER's Annual Upgrades & Support until one year from when the contract is finalized.
- Customers have access to FASTER's Technical Software Support Personnel ("Software Support") during normal business hours. Normal business hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). FASTER also provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of normal business hours by having support staff members on-call for Emergency FASTER Support.
- FASTER's Client Success team is available to existing customers for best practice advice and guidance on how to better use the software. Response is available via phone and email.
- FASTER provides a toll-free number for customer support calls. FASTER maintains such a large and knowledgeable technical support staff that the vast majority of calls are answered by the third ring and questions and issues are addressed in that one call. Calls that cannot be resolved in that first call are tracked through a follow up process during which the support staff remains in constant contact with the customer site and the resolution time and closure is monitored by support supervisors. Details are provided in our MSA Schedule B: Software Upgrades & Support Agreement.
- Response times and severity levels are provided in our MSA Schedule B: Software Upgrades & Support Agreement.
- Disaster Recovery testing is scheduled on a recurring automated basis.
- A copy of FASTER's MSA, Schedule D: Hosting & Hosting Service Level Agreement (SLA) has been provided for ACCGOV reference as part of this response.

4.6 WARRANTY AND MAINTENANCE

- As new releases occur, your hosted environment will be upgraded off-hours to insure there is no disruption to your work. Since the release of FASTER Web, there has been on average a major release each 18-months and a minor release each six months. Software upgrades are included in your Annual Upgrades & Support. There is no charge for FASTER's Annual Upgrades & Support until one-year from when the contract is finalized.
- The customer can interact with the Technical Support staff by telephone, email, or through remote data link. Problem Resolution is outlined in the FASTER MSA Schedule B: Software Upgrades & Support Agreement
- For Patches, Azure's change management processes are documented in their SOC1 (SSAE 16) independent auditor's report.
- FASTER's secure customer website gives customers access to onsite training request forms, knowledgebase, video tutorial library, downloads and remote support sessions.

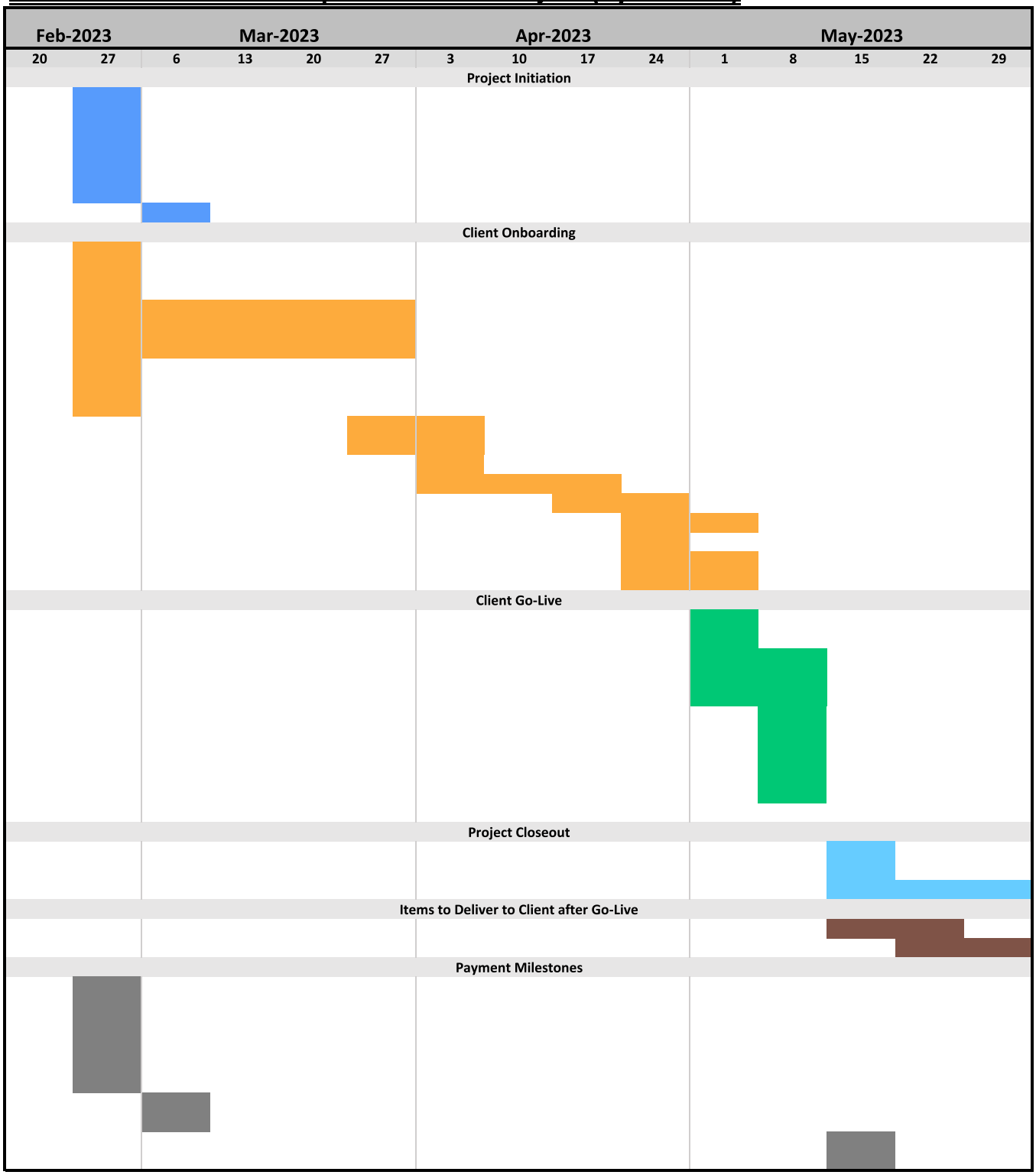
4.7 PROJECT SCHEDULE

A Project Schedule has been provided within this RFP response in Section 9: "Sample Documents"

FASTER Web Implementation Project Tasks & Milestones

	Start	End
Project Initiation		
Signed Contract Received / Purchase Confirmation	01-Mar-2023	01-Mar-2023
Client Project Kick-off Conference Call.	01-Mar-2023	01-Mar-2023
Prepare Internal Systems for new implementation Project.	01-Mar-2023	03-Mar-2023
FASTER Web 101	02-Mar-2023	02-Mar-2023
Request and Deliver FASTER Web Hosted Instance to the Client	04-Mar-2023	05-Mar-2023
For Client download, deliver FASTER Web Install Package to Client.	04-Mar-2023	05-Mar-2023
Client downloads and installs on-premises FASTER Web System.	06-Mar-2023	07-Mar-2023
Client Onboarding		
Client to decide on costing method for Parts Inventory they will use in FASTER Web: a. Moving Average or b. First-In First-Out (FIFO)	03-Mar-2023	04-Mar-2023
Client to decide if they will bill their Customer's by Billing Account Codes and maintain with in FASTER Web.	03-Mar-2023	04-Mar-2023
Client Prepares for Their Data Conversion Using FASTERs Excel Data Mapping Sheets.	03-Mar-2023	01-Apr-2023
Client Prepares for Their Data Conversion Using FASTERs MS SQL Staging Database.	03-Mar-2023	01-Apr-2023
Client Prepares for Their Data Migration from Win to Web.	03-Mar-2023	01-Apr-2023
Overview of Managing Billing Account Codes with in the FASTER Web System (Provided Only if Client decides they will bill their Customer's using Billing Account Codes they setup and maintain with in FASTER Web).	05-Mar-2023	05-Mar-2023
FASTER Creates and Deploys the FASTER Web Database for the Client's Configuration.	02-Apr-2023	04-Apr-2023
Client IT then deploys it on-premises.	02-Apr-2023	06-Apr-2023
FASTER Web System Setup and Configuration Training.	05-Apr-2023	07-Apr-2023
Client Sets Up and Configures their FASTER Web System.	08-Apr-2023	17-Apr-2023
FASTER Creates the Soft Go-Live FASTER Web Database for Testing.	18-Apr-2023	27-Apr-2023
FASTER Tests the Soft Go-Live FASTER Web Database.	28-Apr-2023	02-May-2023
FASTER IT Deploys the Soft Go-Live for Client's Review, Testing and Training.	28-Apr-2023	29-Apr-2023
Client IT Downloads and Deploys the Soft Go-Live for Client's Review, Testing and Training.	30-Apr-2023	01-May-2023
Client Review's and Tests their Soft Go-Live FASTER Web System.	30-Apr-2023	04-May-2023
Client Go-Live		
Go-Live Planning (Limited Data Update, System Training, Go-Live Day)	03-May-2023	04-May-2023
FASTER Web Pre-Go-Live Training	05-May-2023	06-May-2023
Client Completes and Submits their Limited Data Update using the Excel Data Mapping Sheets.	05-May-2023	09-May-2023
Client Completes and Submits their Limited Data Update using the MS SQL Staging Database.	05-May-2023	09-May-2023
Client Completes Limited Data Update and Submits their Final FASTER Win Database for Go-Live.	05-May-2023	09-May-2023
FASTER Web Go-Live User Training	10-May-2023	12-May-2023
FASTER IT Deploys the FASTER Web Go-Live AFTER Client's User Training is complete.	13-May-2023	13-May-2023
Client IT Deploys the FASTER Web Go-Live on-premises AFTER User Training is complete.	13-May-2023	13-May-2023
Go-Live Day Overview and Tasking (After the Go-Live Deployment is Complete)	14-May-2023	14-May-2023
Client is Live on FASTER Web.	14-May-2023	14-May-2023
FASTER Creates Final Data Conversion/Migration, Tests and Prepares Delivery for Clients Go-Live Day.	11-Oct-2023	14-Oct-2023
Project Closeout		
Go-Live Day Wrap-up Conference Call.	15-May-2023	15-May-2023
Client reports any issues encountered to FASTER Web Support (1-888-353-5789).	15-May-2023	15-May-2023
FASTER Closes out Project Plan.	16-May-2023	14-Jun-2023
Items to Deliver to Client after Go-Live		
MotorPool Add-on	15-May-2023	24-May-2023
MotorPool Keybox Integration	25-May-2023	29-May-2023
Payment Milestones		
Add Payment Milestones from Contract, Assign Owner to Sue Smith, Add Payment Amount, and Set the Dependency to a Project Task.	02-Mar-2023	02-Mar-2023
SaaS Payment Milestone: 75% of One-Time costs Due Upon Purchase Confirmation	02-Mar-2023	02-Mar-2023
SaaS Payment Milestone: First SaaS Payment Due at Project Kick-off	02-Mar-2023	02-Mar-2023
Standard Payment Milestone: 30% Due upon Purchase Confirmation	02-Mar-2023	02-Mar-2023
Standard Payment Milestone: 20% Due Upon Web 101	03-Mar-2023	03-Mar-2023
Standard Payment Milestone: 30% Due upon COTS Software Delivery	06-Mar-2023	06-Mar-2023
Standard Payment Milestone: Annual Support & Maintenance due at Software Delivery	06-Mar-2023	06-Mar-2023
SaaS Payment Milestone: 25% of One-Time costs Due at Go-Live	15-May-2023	15-May-2023
Standard Payment Milestone: 20% Due Upon Go-Live	15-May-2023	15-May-2023

Boards - FASTER Web Implementation Project (by months)



FASTER

SECTION 5:

PROJECT ORGANIZATION, STAFFING, & KEY PERSONNEL



SECTION 5: PROJECT ORGANIZATION, STAFFING & KEY PERSONNEL

The professional staff at FASTER make up the Company that is the largest provider of Fleet Management Information Systems to Municipal Government in North America. Our customer-focused culture provides a business model that has created long tenure and the largest wealth of fleet system knowledge in the industry, with over 460 successful customer implementations.

In order to ensure efficient and quality-oriented staffing for the customer's implementation project, and in fairness to other customers currently in implementation, FASTER is not able to pre-assign staff to projects several months in advance. But we can assure you that there will be resources ready to engage with ACCGOV as soon as an award is made. Therefore, within two weeks of award notification or purchase confirmation, both a FASTER Project Manager and an Implementation Consultant will be assigned from the above list of implementation personnel.

FASTER's Project Manager will review the project methodology and plan in the kickoff meeting. FASTER's Project Manager also will provide a detailed plan for each phase. As each phase of the project approaches, FASTER's Project Manager will arrange meetings to ensure there is collaboration and understanding. The FASTER Project Manager will coordinate the many FASTER Resources that will serve on your implementation project. That team will include: an Implementation Consultant who will be like a guide to your fleet staff in advising them; Database Developers who will work on the conversion; and Development Managers and staff who will engage in any custom integrations work.





Mike Brawley, Sales Architect
Due to Mike's in-depth knowledge of the FASTER system, he facilitates with the customer requirements for any customer integration work.

Ryan Montgomery, Product Manager
Ryan's role is to supervise the development and delivery of all custom integrations.

James Cox, Tyler McCuen and Joe Healey III: Portfolio Managers
The Portfolio Manager is responsible for the overall project and is the primary contact for the customer during the implementation. The Portfolio Manager will be intimately involved in each phase of the project from the Kickoff Meeting to customer Go-Live. The Portfolio Manager is involved in the project timeline development and planning.

Wendy Collier, Vice President & ETL & Escalations Manager
Wendy provides oversight of and leadership to the data team.

Tyrone Poist, Jeremy Angus, and Matt Carper: Implementation Consultants
Tyrone, Jeremy and/or Matt works with key decision makers to configure the FASTER solution to meet the business process needs of the customers. Also, they provide system training and will be on site during the customer Go-Live to assure a smooth transition to FASTER Web.

Alan Gamboa, Senior System Architect
Alan provides code review for custom integrations.

Corie Williams, Integrations & Report Developer
Corie develops the customer integrations/customizations to the agreed upon specifications between FASTER and the customer.

Steven Opetaia-Williamson and Yujin Xiong: Database Developers
Responsible for the data conversion tasks and database level integration work.

Wilfred Finuliar and Lance Howard, IT Application Install Support
Provides support for the installation of the product.

FASTER

SECTION 6:

RESPONSES TO TECHNICAL REQUIREMENTS



6.1 TECHNICAL FEATURES & FUNCTIONS

FASTER Response:

A. FASTER Web is a cloud-based solution hosted in MS Azure.

B. Yes. FASTER's standard release cycles keep pace with Windows systems.

C. FASTER Web is a browser-based solution and is compatible with industry standard browsers Edge, Chrome, Chrome for iOS, and Safari.

D. FASTER Web's Customer Portal is compatible with industry standard browsers Edge, Chrome, Chrome for iOS, and Safari, including Firefox.

E. As new releases occur, your hosted environment will be upgraded off-hours to ensure there is no disruption to your work. Software upgrades are included in your Annual Upgrades & Support.

F. FASTER's technical team will upgrade your hosted environment.

G. FASTER will perform the ETL data services in order to ensure data that the customer entered in its legacy system is extracted, transferred and loaded in the FASTER Web Database as part of the implementation. For post Go Live extraction, FASTER Web uses MSSQL Server, which is a Relational Database Management System (RDBMS). We do support open architecture and connectivity in respect to the structure of the database (providing data mining, reporting, data warehousing, etc.).

H. FASTER Web has powerful, comprehensive search capability that allows fast onscreen viewing of data throughout all modules of the system. Through the Advanced search feature, you can select multiple criteria to narrow down the results you need. Search results columns can be configured by the user to meet specific needs, such as multi-level grouping and sorting. Results can easily and quickly be exported to Microsoft Word, Excel, or CSV. In addition, FASTER Web is deeply integrated with Microsoft's Report Builder report writing software that can also produce the broadest array of ad hoc reports. MS Report Builder can be launched from within the FASTER Web Reports Module.

6.2 REPORTING REQUIREMENTS

FASTER Response:

A. FASTER Web's Reports module includes 100 standard reports built using MS Reporting Services (SSRS). Our standard reports include management, operational, and performance measurements based on the fleet industry best practices. Each report includes multiple parameters for date range selection as well as dynamic grouping and sorting. Ad hoc reporting is available in the Reports module via MS Report Builder as well as our dynamic search capabilities throughout the FASTER Web system.

FASTER Web Dashboards give the customer the ability to change the look and feel in visually robust ways. These dashboards are also drillable to view key data for analysis. The dashboard is a visually driven set of 20 Key Performance Indicators (KPI's) that quickly provide you with real-time information at a glance.

B. Using FASTER Web's Advanced search feature, you can select multiple parameters to narrow down the results you need.

C. Results can easily and quickly be exported to Microsoft Word, Excel, or CSV.

6.3 INTERFACE REQUIREMENTS

FASTER Response:

A. FASTER Web can import the key telematics data (Odometer, Engine Hours, alerts (DTCs) and static location), all the data that is important to fleet operations can be managed out of FASTER.

FASTER believes it is better for the Customer to have a choice in who they desire to use as a telematics vendor. FASTER has created the integration capability to integrate with any vendor of your choice. FASTER Web has Web Services that allow you or your vendor to create an interface between the Telematics System and FASTER Web. The Web Services are pre-built, commercial-off-the-shelf passive services that allow importing of the following Telematics related data:

1. Alerts – These are also known as Diagnostic Trouble Codes.
2. Asset Meter Readings – Meters types in FASTER Web are configured by you, providing you flexibility to determine which meters to track on any given asset. Some example meter readings that can be imported include odometer, and engine hours.
3. Location – GPS coordinate that allows a pin to be placed on a map.

B. FASTER Web is an Enterprise software solution. FASTER's architecture permits full integration with other vendor solutions through a variety of methods, including web services available as an add-on module. FASTER has a team with extensive experience providing integrations for finance, fuel, inventory, purchasing, parts, and other systems.

Below are examples of enterprise integrations that FASTER has built:

- ERP
- Finance
- Billing
- Accounting
- Procurement
- Material Handling
- Parts / Lube Management
- Fuel
- Telematics
- Work Order Sublet
- Warranty Claims

6.4 DATA CONVERSION REQUIREMENTS

FASTER Response:

FASTER's Data Conversion Services are a flat fee that includes FASTER providing a robust Data Conversion Utility and SQL Staging Database (normalized) that simplifies the extraction and loading of data. It also includes FASTER doing the data loading and data testing.

In addition, FASTER's price includes unlimited advising from one of FASTER's Implementation Consultants related to any data cleanup that ACCGOV may opt to do in its old system prior to the conversion.

Our time-proven data conversion process includes several testing phases, both by our own internal QA staff and by the customer during the implementation Soft Go-Live phase. Any data anomalies found are addressed at that time so that once Go-Live arrives you can be assured that there will be no unexpected data loss.

Extraction to SQL Staging Database
FASTER will provide an MSSQL staging database into which the customer's team will map and populate the data you extract from the former database. (After the customer completes mapping and populating the data in the staging database, FASTER will execute the conversion level the customer chooses, which is noted below to transform the data and create a FASTER Web structured database. FASTER will then perform data validation testing.)

Level 1 Data Conversion and Testing
- Equipment Birth Certificates
- Parts Birth Certificates
- Vendor Birth Certificates
- Employees/Users Records.

This product utilizes a utility and series of packages to convert your data to a FASTER Web database. As part of conversion, FASTER will perform two types of testing:
1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure
2. Data Validation testing to test that data was converted properly.

Level 2 Data Conversion & Testing
Includes:
- Fuel Transaction Details
- Work Order Transaction Details

As part of the conversion, FASTER will perform two types of testing:
1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure
2. Data Validation testing to test that data was converted properly.

A Level 2 Data Conversion and Testing is significantly more complex due to the level of detail and amount of data that is involved. Therefore, the cost provided is in addition to the Level 1 Data Conversion and Testing.

SECTION 8:

EXCEPTIONS TO THE RFP



FASTER complies with the the specifications contained within Athens – Clarke County Unified Government's Request for Proposal #01100 Fleet Management Software System. We are not claiming any exceptions to the requirements stated within the RFP package or addenda.



FASTER

SECTION 9:

SAMPLE DOCUMENTS



Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where:Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU
And: ((TMM-TMU) X 100)/TMM = Availability

4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.

4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.

4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to 1/30th of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

SECTION 10:

CONTRACT TERMINATIONS



LAWSUITS, CLAIMS, & CONTRACT TERMINATION

Claims & Lawsuits

FASTER Asset Solutions has never been involved in any litigation or dispute resolution with a customer.

FASTER has never had a suspension or disbarment.

Contract Termination

Of our 460+ implementation starts, less than five chose not to complete the project for reasons that were outside of FASTER's control.



SECTION 11:

CONTRACT



FASTER is not claiming any exceptions to the terms and conditions stated within the RFP. FASTER respectfully conveys that we cannot pre-agree to any contract terms and/or conditions not provided. If your selection process reveals that FASTER is the preferred vendor, FASTER is more than willing to have its in-house counsel and admin staff review your legal terms.

Due to the three (3) page limit, FASTER is not able to provide FASTER's Master Service Agreement and included Schedules. As an alternative, FASTER has provided the requested Schedules of our MSA, and is able to provide our MSA in its entirety upon request.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the FASTER Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.

2. Software Upgrades:

- a. Software upgrades are regularly scheduled and implemented by FASTER to all customers with current Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:
  - i. Upgrades to FASTER Web: Each new version release is included under this Agreement.
  - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of FASTER Web.

3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (FASTER will use all reasonable means to verify and replicate) in the software ("Verifiable FASTER Defect"). An error will be a Verifiable FASTER Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses FASTER Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.

4. FASTER Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, FASTER will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when FASTER support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by FASTER support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the FASTER tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the FASTER associate will assess the severity of the request based on Customer's description of the issue. Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the FASTER Web cloud-based solution.

Severity Level	Criteria
Urgent	• Customer's production system is down due to an issue with a *FASTER* product. • *FASTER* product is unusable resulting in total disruption of work or other critical business impact. • No workaround is available
High	• Major feature/function failure • Operations are severely restricted • A workaround is available
Medium	• Minor feature/function failure • Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	• Minor issue • Documentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When FASTER Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue. FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
Medium	1 Business Day	Within 5 Business Days	• Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release
Low	1 Business Day	Within 10 Business Days	• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts FASTER Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. *FASTER* has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	*FASTER* is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	*FASTER* has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. *FASTER* will regularly provide status updates and expected resolution timelines to the customer.
Closed	Closed status reflects that: • Customer and *FASTER* agree that a satisfactory resolution has been provided, or • Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or • *FASTER* has made multiple attempts to contact Customer that opened the log and Customer has not responded. Electronic service requests (Web, e-mail) may be closed when *FASTER* Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial "Go-Live Training," remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer's review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.

6. Customer's Responsibilities:

- a. Customer's representative(s) must be qualified and authorized to communicate all necessary information.
- b. Customer accepts sole responsibility for any compatibility problems between the FASTER Web software and any other application software or non-current software programs not maintained or supported by FASTER.
- c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term: A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at FASTER's discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other FASTER software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

FASTER

REQUIRED FORMS



SECTION V – PROPOSAL FORMS

MANDATORY SUBMITTAL

A: PROPOSAL FORM

Proposal of TT FASTER LLC

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

Delaware ***, doing business as*** FASTER Asset Solutions ***.***

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP #01100 FLEET MANAGEMENT SOFTWARE SYSTEM** 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 twenty (120) days following such time.

A.1: VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Company:	FASTER Asset Solutions		
Contact:	John Griffin		
Address:	760 Lynnhaven Pkwy, Ste 203, Virginia Beach, VA 23452		
Phone:	757-623-1700 ext. 3034	Fax.	757-623-5114
Email:	sales@fasterasset.com		

3. **Software Demonstrations:**
   Software demonstrations will be scheduled at a later date with shortlisted Vendors after initial review of RFP responses.

4. **Software and Implementation Services:**

   Primary Software Firm FASTER Asset Solutions

   Software Product Proposed FASTER Web Version 7.1

   Primary Implementation Firm FASTER Asset Solutions

5. **Third-Party Products/Services**
   - ❑ Third-Party Products/Services Proposed

☒ No Third-Party Products/Services Proposed

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ Purpose _____

Firm _____ Purpose _____

☒ ***By checking this box, I acknowledge that I have read all insurance requirements and will meet the requirements listed in* RFP #01100 FLEET MANAGEMENT SOFTWARE SYSTEM if awarded.**

Mitch Skyer / President	Mitch Skyer	December 13, 2022
Authorized Representative/Title ***(print or type)***	**Authorized Representative** ***(Signature)***	**Date**

Company Name (*printed*): TT FASTER LLC

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	12/6/2022	Acknowledgement	MS
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.

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:

Federal Work Authorization Company Identification Number
1397333

Date of Authorization
July 21, 2020

Name of Contractor: TT FASTER, LLC.

Name of Project: RFP#01100 Fleet Management Software System

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 14, December, 20~~1~~22 in Atlanta, Georgia.

Mitch Skyer
Signature of Authorized Officer or Agent

Mitch Skyer, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
14 DAY OF December, ~~201~~2022 Lucy Stanback Lee Notary Public
My Commission Expires: January 6, 2023

LUCY STANBACK LEE
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
JAN 6 2023

SECTION V – PROPOSAL FORMS

E: PROPOSED MAINTENANCE AND SUPPORT

Post-Implementation Support:	
Days of on-site support after Go Live	Your Go Live Trainer will remain On Site for an additional 1 to 2 days of the Go Live week after the switch over. The actual switch over day is dependent on ACCGOV's comfort level during the week of Go Live training.
Other on-site supporters after Go Live (month-end, quarter-end, year-end, open enrollment, etc.)	60 Day Post Go Live Training is available as an option and is included in the Cost Proposal. *FASTER* also provides several open enrollment training options.
Other support related to disaster recovery	*FASTER* Technical Support is the single point of contact for any support issue. *FASTER's* SLA provides 99.9% Availability.
Telephone Support:	
Hours available (and time zone)	*FASTER's* Technical Software Support Personnel ("Software Support") during normal business hours. Normal business hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). *FASTER* also provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of normal business hours by having support staff members on-call for Emergency *FASTER* Support.
Problem Reporting and Resolution procedures	*FASTER* offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line. When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.

Response times for various levels of severity	Per the FASTER MSA Schedule B: Software Upgrades & Support Agreement: Urgent = 1 Business Hour Target Response Time. High = 4 Business Hour Response Time. Med. = 1 Business Day Response Time Low = 1 Business Day Response Time
User Groups	
Local User Group	*FASTER* customers manage and set agendas for their User Groups. Moreover, while the weakness of our competitors' support often makes User Groups critical for getting questions answered, *FASTER*'s excellence in support provides access to knowledgeable, fleet-savvy, technical experts that are a phone-call away. *FASTER* also has an annual customer conference which offers sessions on using and administering *FASTER* products, industry topics, and related IT and technology topics.
User Group Members (number)	For confidentiality reasons, FASTER is happy to provide a list of customers and contact information to ACCGOV after award.
Dedicated support specialist for ACCGOV gatekeeper/power user groups	In addition to the Technical Support Team, FASTER's Client Success Team is dedicated to existing customers.
Third Parties:	
Did support provide for third-party products/services?	*FASTER* will not provide any third-party products/services as it relates to this implementation.
Upgrades/Patches:	
Upgrade frequency (major and minor releases)	Since the release of *FASTER* Web, there has been on average a major release each 18-months and a minor release each six months.
How are upgrades delivered?	As new releases occur, your hosted environment will be upgraded off-hours at a mutually agreed upon time to insure there is no disruption to your work.
Are upgrades required?	All releases are cumulative, customers can upgrade at their own discretion.

How many versions are currently supported?	Since *FASTER* customers can upgrade at their own discretion, *FASTER* Supports all versions. Should the customer call with an issue that has been addressed in a later version, they are encouraged to upgrade in order to resolve the issue.

Company Name (*printed*): *FASTER* Asset Solutions

MANDATORY SUBMITTAL

SECTION V – PROPOSAL FORMS

F: HOSTING DELIVERY OPTIONS

Options	
Is the system available through hosted model (ACCGOV owns license; system hosted by the vendor)	YES
Where is the data center and disaster recovery center located?	MS Azure - East Coast
Network Bandwidth	
If ASP, what are the internet bandwidth requirements for optimal performance?	Broadband access is recommended. For best performance 1GB throughput would provide a good user experience.
Contract	
Describe any minimum contract periods	*FASTER's* agreement with MS Azure is pay-as-go. *FASTER's* customer standard agreement is 60 months.
Proposed Services	
Number of application and database instances (please list)	One (1) Application Server VM One (1) Database Server Instance (MS SQL) *Additional Environment costs are listed as optional in the Cost Proposal.
Describe the proposed disaster recovery service	*FASTER* third-party cloud hosting solution, the VMs themselves are backed up with a hypervisor-based backup solution. It uses VMware snapshots to take daily point-in-time copies of the entire VM, including all virtual disks, and stores it on dedicated backup storage, which are copied offsite. After 14 days the backups are automatically pruned. An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite. In addition to the standard disaster recovery method noted above, *FASTER*'s third-party host, Microsoft Azure, also provides a disaster recovery plan that includes a warm site at a datacenter which is remote from the site which is hosting. This plan includes an SLA of 4 hours for RTO and 30 minutes for RPO.
Describe proposed application availability service level	*FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9%
Security	

Describe security including firewalls, authentication, and architecture of the data center	Environments in *FASTER's* cloud environment are physically and logically segregated with firewalls and VLANs. Both internal and external audits are regularly conducted as prescribed by industry best practices and guidance.
Describe network-level security	*FASTER* Host in MS Azure which is a secure environment both physically and logically segmented with firewalls and VLANs within Microsoft's state of the arts datacenters. You can read more about Microsoft Azure's datacenter security here: https://azure.microsoft.com/en-us/explore/security/ . Within Microsoft's Azure secure datacenter, we ensure we are building our customer environments with security in mind. We take advantage of segmenting networks further by ensuring our database servers are isolated on their own network, we also only open ports that are required, we turn on MFA wherever possible, we also utilize VPNs for those employees needing access to any customer environments to ensure data traffic is encrypted. We also utilize Microsoft Azure ASR (Azure site recovery)to ensure reliability of our environments. This sends our data and infrastructure to the datacenters in Azure's US West region.
Describe physical security of data center	*FASTER* Host in Microsoft Azure which is a secure environment both physically and logically segmented with firewalls and VLANs within Microsoft's state of the arts datacenters. You can read more about Microsoft Azure's datacenter security and controls : https://learn.microsoft.com/en-us/azure/security/fundamentals/physical-security .
Describe data center security policies including measures to protect confidentiality and sensitivity of employee and ACCGOV data	*FASTER* has several layers of monitoring in place within our MS Azure environment. We have deep level application & database monitoring provided by New Relic & Red Gate SQL monitoring, we also have uptime monitoring provided by Pingdom and SEIMs, we also utilize Azure's change management monitoring for any creations, deletions of resources within Azure, there is also anti-virus and malware monitoring by our third-party MSP Connectria.
Support	
Describe operations support	3 FTE SysAdmins for the product platform. MSP for back-office support. 3rd party vCISO services. Oversight/guidance by parent company CIO/CTO.
Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly	In addition to the backup procedures detailed in Form G. Proposed Hosting SLA and in Section 4.4 Disaster Recovery; *FASTER* also does whole VM snapshots daily of the Database Servers which are replicated to Azure West via ASR (Azure Site Recovery) and we do weekly whole VM snapshots of the web application servers

	that are replicated to Azure West via ASR.
Describe the process for installing patches and updates	Azure's change management processes are documented in their SOC1 (SSAE 16) independent auditor's report.
Describe the process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update	Azure's change management processes are documented in their SOC1 (SSAE 16) independent auditor's report.



SECTION V – PROPOSAL FORMS

G: PROPOSED HOSTING SERVICE LEVEL AGREEMENTS

Please complete the following table identifying the proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if the guarantee is not met.

Proposed Service Level Guarantees			
Service	**Metric**	**Requirement Guarantee**	**Remedy if not met**
System Availability (Unscheduled Downtime)	99.9%	RTO is 4 hours. RPO is 30 minutes	The Customer is issued "Service Credits' per the FASTER MSA - SLA
System Availability (Scheduled Downtime)			Downtime is scheduled off hours at a mutually agreed upon time.
System Response (Performance)			Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.
Issue Response Time	Per the FASTER MSA Schedule B: Software Upgrades & Support Agreement: Urgent = 1 Business Hr High = 4 Business Hr Med. = 1 Business Day Low = 1 Business Day		
Issue Resolution Time	Per the FASTER MSA Schedule B: Software Upgrades & Support Agreement: Urgent = 4 Business Hr High = 36 Business Hr Med. = 5 Business Day Low = 10 Business Day		
System Data Restore		RTO is 4 hours. RPO is 30 minutes	
Implementation of System Patches			Azure's change management processes are documented in their SOC1 (SSAE 16) independent auditor's report.

Notification of Security Breach		*FASTER* will notify the Customer expeditiously if a privacy event impacts Customer's data.	
Please list other proposed service levels			
Please refer to FASTER's MSA, Schedule D: Hosting & Hosting Service Level Agreement (SLA)			

How is performance against service levels reported to ACCGOV?	FASTER will notify Customer expeditiously.
Describe the process of the ACCGOV reporting issue to the vendor.	ACCGOV will report issues through the normal process. Support is available by phone or email 24/7

Please refer to FASTER's MSA, Schedule D: Hosting & Hosting Service Level Agreement (SLA)



THANK YOU

Thank you for taking the time to review our response to your request. FASTER Asset Solutions will provide the right team and technology to meet and exceed your expectations. Our advanced fleet solutions will reliably streamline your operations now and into the future.

If you have any questions, please contact us.

Contacts

MITCH SKYER
President
678-825-3456 x106
mitch.s@fasterasset.com

JOHN GRIFFIN
Business Development Manager
(205) 515-2167
sales@fasterasset.com

FASTER
ASSET SOLUTIONS

Attachment #2: Detailed Quote



SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

FASTER

Rita Shelnutt

Athens-Clarke County, GA

Quote #: 1435.v9

Quote Date: May 31, 2023

Quote Expires: Jun 30, 2023

FASTER Asset Solutions Quote and Proposal

Rita Shelnutt

Fleet Management Administrator

Athens-Clarke County, GA

FASTER Asset Solutions is pleased to submit our proposal, The Unified Government of Athens-Clarke County: FASTER Web (SaaS). *FASTER* has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. *FASTER* is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe *FASTER* is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as *FASTER*. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

***FASTER* Invests in the Long-Term:**

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. *FASTER* Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that *FASTER* is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

Best Regards,

John Griffin
***FASTER* Asset Solutions**
Business Development Manager
Direct 757.623.1700 ext 3034
Mobile: 205.515.2167
John.G@fasterasset.com

John Griffin

john.g@fasterasset.com

Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	**1435.v9**
Date	**May 31, 2023**
Expires	**Jun 30, 2023**
Contact	**John Griffin**

Prepared for

Athens-Clarke County, GA
Rita Shelnutt
301 College Ave
Athens, GA 30601
United States

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ACCEPT QUOTE

The Unified Government of Athens-Clarke County: FASTER Web (SaaS)

One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	**Additional FASTER Web Instance Database Management & Setup** Establishment of one Additional FASTER Web Instance instance with a single Database. This setup includes the FASTER Web test environment. Faster Asset (Code: 857)	1	$500.00	**$500.00**

One-Time Subtotal $500.00

Annual Fees

Category	Item	Qty	Price	Total
SaaS / LICENSE	**FASTER WEB CORE LICENSE FEE SaaS** FASTER WEB Core license fee per standard asset. Includes all support and maintenance for year one. Standard assets are those originally valued at $5,000 or greater and active). • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. **Requires 5 Year Term Agreement** 10% Item Discount ($3,416.00) FASTER (Code: 001XT)	800	$42.70	~~$34,160.00~~ **$30,744.00**

Category	Item	Qty	Price	Total
SaaS / INTERFACE	**Database Management & Setup SaaS** Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes all support and maintenance for the first year of service. **Requires a 5 year service agreement** 10% Item Discount ($1,193.63) Faster Asset (Code: DBMSXT)	1	$11,936.27	~~$11,936.27~~ **$10,742.64**
SUPPORT and MAINTENANCE	**Additional FASTER Web Instance Database Annual Support and Maintenance** 855 Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management for additional FASTER Web Instance. Add another instance of the FASTER Web application to the customers existing virtual application server for the purpose of testing (sandbox) and/or development. Add another database instance on the customers existing database server for the purpose of testing (sandbox) and/or development. This added cost includes an added FASTER Web license for the above purpose. This added FASTER Web application will be deployed to the same application virtual machine noted above that hosts the production FASTER Web application. And this added FASTER Web database will be deployed as another instance to the above noted dedicated database server on which the production database resides. 10% Item Discount ($300.00) FASTER (Code: 855DBMSANN)	1	$3,000.00	~~$3,000.00~~ **$2,700.00**

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$49,096.27
Discount	($4,909.63)

FASTER Web Add On Solutions

Annual Fees

Category	Item	Qty	Price	Total
SaaS / INTERFACE	**Dashboard (SaaS)** **5 Year Term Agreement Required** he Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. 10% Item Discount ($481.00) FASTER (Code: 207ncxt)	1	$4,810.00	~~$4,810.00~~ **$4,329.00**

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$4,810.00
Discount	($481.00)

FASTER Web Optional Add-Ons (Preferred Software Options)

One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	**Asset Meter Readings Import** The solution is designed to import cumulative asset meter readings into your FASTER Web system as provided by your vendor. Any meter type supported by FASTER Web can be configured to import Miles, Hours, PTO, Engine Idle Hours, etc. • Meters can be viewed for historical purposes in the Asset Module under the Meters, Warranties tab. • The most recent valid meter reading will update the Meters Actual reading throughout the system. Faster Asset (Code: 326)	1	$7,879.00	**$7,879.00**

One-Time Subtotal	$7,879.00

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	**Asset Meter Readings Support and Maintenance** Annual support and maintenance for asset meter readings. FASTER (Code: 326ann)	1	$1,669.00	**$1,669.00**

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$1,669.00

FASTER Web Implementation

One-Time Fees

Category	Item	Qty	Price	Total
Service / Data	**Level 1 Data Conversion and Testing** This product utilizes a utility and series of packages to convert existing data to a FASTER Web database. The utility converts Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates and Employees/Users Records. As part of the conversion, FASTER will perform two types of testing: 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure 2. Data Validation testing to test that data was converted properly. Item Discount ($5,000.00) Faster Asset (Code: 400a)	1	$16,000.00	~~$16,000.00~~ **$11,000.00**
Service / Data	**Data Extraction Mapping Tools - EXCEL Mapping** **ALTERNATE (EXCEL MAPPING) DATA EXTRACTION OPTION** FASTER provides a pre-designed data mapping product option using Excel spread sheets. This is an excellent alternative for customers who may not have staff with experience using MSSQL, but who have a strong understanding of their fleet data and a working knowledge of Excel. FASTER implementation specialists will use this information to create the FASTER Web database and perform data validation testing. **The cost for either data extraction tool is the same, the choice is at the customer's discretion. Item Discount ($1,500.00) Faster Asset (Code: 402)	1	$11,000.00	~~$11,000.00~~ **$9,500.00**

One-Time Subtotal	$27,000.00
Discount	($6,500.00)

FASTER Web Training

One-Time Fees

Category	Item	Qty	Price	Total

Category	Item	Qty	Price	Total
Training / Go Live	**System Overview Meetings (SOM)** System overview meetings take place via live, remote web-based sessions. Either one or two overview meetings are conducted depending on the number of participants and availability. Faster Asset (Code: 511a)	1	$3,300.00	**$3,300.00**
Training / Go Live	**Configuration Training** Configuration Training takes place via live, remote, web-based sessions. Up to three sessions are scheduled based on number of participants, customer availability, and if account coding configuration training is required. Faster Asset (Code: 511b)	1	$3,300.00	**$3,300.00**
Training / Go Live	**System Training/Go Live** On Site Training - Go Live Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date. FASTER (Code: 512)	1	$0.00	**$0.00**
Training / Go Live	**Accounting & Vendor Module Go Live Training Class** 1.5 Hour live training session with in person on site trainer FASTER (Code: 512e)	1	$825.00	**$825.00**
Training / Go Live	**Asset Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512a)	1	$2,200.00	**$2,200.00**
Training / Go Live	**Fuel Module Go Live Training Class** 1 Hour live training session with in person on site trainer FASTER (Code: 512d)	1	$550.00	**$550.00**
Training / Go Live	**Inventory Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512c)	1	$2,200.00	**$2,200.00**
Training / Go Live	**Maintenance Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512b)	1	$2,200.00	**$2,200.00**
Training / Go Live	**Technician Module Go Live Training Class** 2.5 Hour live training session with in person on site trainer FASTER (Code: 512f)	2	$687.50	**$1,375.00**†

One-Time Subtotal	$15,950.00

Summary

† *Non-taxable item*

Please contact us if you have any questions.

One-Time Subtotal	$51,329.00
Discount	($6,500.00)
Total One-Time	**$44,829.00 USD**
Annual Support And Maintenance Subtotal	$55,575.27
Discount	($5,390.63)
Total Annual Support And Maintenance	**$50,184.64 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
SaaS / INTERFACE	—	$16,746.27
SETUP / INTERFACE	$8,379.00	—
SUPPORT and MAINTENANCE	—	$4,669.00
Service / Data	$27,000.00	—
Training / Go Live	$15,950.00	—
SaaS / LICENSE	—	$34,160.00
Discount	($6,500.00)	($5,390.63)
Total	**$44,829.00 USD**	**$50,184.64 USD**

- Contract term is one year (12 months), followed by four one-year automatic renewals.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.
- Recurring fees may be increased after the initial term is completed.
- PAYMENT TERMS: One-time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live. Annual Fees: 100% of recurring fees at FASTER Web delivery.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Seagraves Drive Culvert Replacement Project - Bid Award

DATE: June 28, 2023

BUDGET INFORMATION:

REVENUES:	$ 200,000	Private Developer/Owner Contribution
	$1,575,961	Stormwater Ent. Funds (FY23 and FY22 CFWD)
	$1,775,961	Total Revenues
EXPENSES:		
CAPITAL:	$ 982,203	Encumbered or Expensed
	$ 99,619	Designated Funds for Future Sub-Projects
	$ 694,139	Total Available for Construction and Contingency

FUNDING SOURCE: Stormwater Enterprise Funds
Private Developer/Owner Contribution

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that Mayor and Commission:

a. Approve the designation of **Georgia Development Partners, LLC** as the low responsive and responsible bidder for the Seagraves Drive Culvert Replacement Project;
b. Award a Total Negotiated Unit Price Construction Services Contract in the amount of **$588,554.27** to **Georgia Development Partners, LLC** as the low responsive and responsible bidder for the Seagraves Drive Culvert Replacement Project (including an extra Work Contingency Allowance in the amount of $ 40,000);
c. Authorize the Mayor and appropriate staff to execute all other project related documents.

HISTORY:

1. On February 12, 1981, the Willow Mist Preliminary Subdivision Plan was approved by Athens- Clarke County Planning Commission showing 50 feet future Right-of-Way (ROW), totaling 3.12 acres, and connecting to the existing Seagraves Drive 50 feet ROW at the creek flow line.

2. On April 16, 2008, the Willow Mist Condominiums plat was filed and recorded in the Athens-Clarke County Superior Clerk Court with private streets showing Seagraves Drive ROW ending at the center of the existing creek and the 60-inch corrugated metal pipe (CMP) culvert.

3. On February 6, 2018, the Mayor and Commission (M&C) adopted the Live Stream Pipe Preplacement Program Priorities and approved 26 project concepts to move into preliminary design phase, supported by Stormwater utility funds (including Seagrave Drive Culvert).

4. On August 29, 2019, T&PW approached Mr. Ronnie Kittle and was granted a Right of Entry to make minor improvements to the aging culvert to prevent further deterioration and in the interest of public health and safety.

5. On August 4, 2020, M&C adopted a Budget Ordinance Amendment, reallocating a total of $6,349,000 from the excess SPLOST 2011 proceeds, and approved project concepts for the reallocated revenues, including $2,000,000 for Live Stream Pipe Replacements.

6. On August 24, 2020, the SPLOST 2011 Citizens Oversight Committee confirmed the Proposed Project Concept for the Live Stream Pipe Replacement Program Priorities List is consistent with the Initial Project Statement for SPLOST 2011, Project 27.

7. On September 1, 2020, M&C adopted the revised (updated) Live Stream Pipe Replacement Priorities and approved 55 project concepts, including Seagraves Drive Culvert, to move into preliminary construction plans on all 55 locations including Seagraves Drive Culvert.

8. Between September 1, 2020 and June 28, 2023, 16 major Stormwater systems failed and were subsequently repaired and/or replaced using a combination of T&PW staff and equipment and contractors, as shown in Facts and Issues No. 7.

9. On March 24, 2022, Mr. Ronnie Kittle approached T&PW staff and offered to donate all needed ROW and easements and to contribute $200,000 (approximately 50% of the estimated project cost) in exchange of handing over the ownership and future maintenance of the Seagraves Drive Culvert.

10. On May 3, 2022, the Mayor and Commission:

    a. Approved a Memorandum of Agreement (MOA) between Athens-Clarke County Unified Government (ACCGov) and Ronnie Kittle, Owner and Operator of the non-condominium association of Willow Mist Association Inc.
    b. Authorized the Mayor and appropriate staff to execute the MOA and receive a contribution in the amount of $200,000 from Ronnie Kittle and Willow Mist Association Inc.;
    c. Approved a budget amendment in the amount of $200,000;
    d. Approved Preliminary Construction Plans for Seagraves Drive Culvert Replacement;
    e. Authorized the Mayor and appropriate staff to execute any necessary utility relocation agreements and all other project related documents; and
    f. Authorized staff to acquire the necessary right-of-way and easements, prepare final construction plans, and subsequently enter into the bid phase for this project.

11. On November 1st, 2022 the Mayor signed the contract with Vortex Services, LLC, in a project called "The Trenchless Pipeline Rehabilitation" with the purpose of rehabilitating 6 pipes in the LSPR Program. The Trenchless Pipeline Rehabilitation Services consists of the re-lining of approximately 2,700 linear feet of corrugated metal stormwater pipe culverts located at 6 individual project sites. Notice to Proceed was issued on November 7, 2022.

12. On July 8, 2023, ACCGov Mayor and T&PW staff completed acquisition of all required easements and right of way on the proposed project including the MOA with Ronnie Kittle (**Attachment #1**).

13. On February 22, 2023, T&PW & Purchasing staff advertised Bid # 01112 for Seagraves Drive Culvert Replacement Project, TPW # 6377 through Georgia Procurement Registry and the Athens-Clarke County Web Page.

14. On March 23, 2023 a single bid was received from Georgia Development Partners (GDP) in the amount of $ 1,030,930.82 which included a $ 40,000 Extra Work Contingency.

15. On March 30, 2023 ACCGov Attorney Judd Drake clarified that staff could negotiate with the single contractor to obtain a reduced price for the performance of a revised scope of work.

16. On April 5, 2023 T&PW staff met with GDP to review available options to reduce scope and subsequent pricing. The contractor expressed concerns regarding rock within boring area

17. On April 7, 2023 T&PW staff authorized on-call consultant, Nova Engineering, to perform geotechnical bores for the amount of $7,220.

18. On April 10, 2023 as an alternative option should negotiations fail with GDP, T&PW staff requested and received pricing from Vortex Services, LLC to perform a lining installation comparable to the one installed on Athena Drive.

19. On May 8, 2023 TPW staff sent GDP the boring report for work performed by Nova Engineering on May 1, 2023.

20. On June 6, 2023 T&PW staff received a revised scope and prices from GDP totaling $746,359.57 which included additional options for reduction of scope as well as pricing.

21. On June 7, 2023 T&PW staff met with GDP Staff to negotiate reductions in scope and pricing which produced an acceptable Negotiated Bid Price totaling $ 588,554.27.

FACTS & ISSUES:

1. T&PW staff perform inspections of all publicly-owned stormwater infrastructure once every two years. The inspection generates work orders to perform regular maintenance which typically includes cleaning and minor reconstruction of failing systems.

2. In addition to the work orders and subsequent maintenance performed by T&PW staff, the biannual inspection identifies poor and failing stormwater systems that need further evaluations and assessments by the Engineering Division. Additional evaluations are performed at least once a year and tracked to capture progression of failures and to prevent loss of life and/or property.

3. Subsequently, T&PW Engineering Division staff conducts detailed evaluation of stormwater systems crossing roadways which includes collectors, arterials, and local roads with dead-ends. The field evaluations are performed in accordance with research published by the Transportation Research Board and scored on a scale of 1 to 5, as follows:

Score	Condition/State
$S = 1$	Good (G)
$1 < S \leq 3$	Poor (P)
$3 < S \leq 4$	Critical (C)
$4 < S \leq 5$	Failed (F)

4. Evaluation and scoring inspection is based on numeric values recorded from field inspections documenting the deterioration severity of each element of a typical culvert. The total sum of inspection criteria is divided by 5 and a score ranging from 1 to 5 is documented.

   The evaluation and scoring criteria of a corrugated metal pipe (CMP) includes:
   - Pipe/culvert deflection: 1 (0% deflection) to 5 (20% deflection)
   - Pipe/culvert invert: 1 (good) to 5 (rusted & missing)
   - Headwalls/Abutment: 1 (good) to 5 (failed or missing)
   - Erosion/loss of backfill: 1 (no erosion) to 5 (major erosion with roadway bed failure)

   The evaluation and scoring criteria of reinforced concrete pipe (RCP) includes:
   - Cracking: 1 (no cracking) to 5 (>0.1" cracks with soil migration)
   - Deterioration of materials: 1 (good) to 5 (compromised structural integrity)
   - Headwalls: 1 (good) to 5 (failed or missing)
   - Erosion: 1 (no erosion) to 5 (major erosion & roadway bed failure)
   - Separation of segments: 1 (no separation) to 5 (1" separation or greater)

5. Since September 1, 2020, 67 major culvert and pipe replacement and/or repair projects have been completed or are currently under construction funded mainly by the Stormwater Utility Enterprise Fund:

No.	Projects	Constructed By	Project Cost	Replacement	Repair	Rehabilitation	Status
1	Athena Drive Culvert	Contractor	$740,000	✓			Complete
2	Carriage Lane Culvert	Contractor	$1,150,000	✓			Complete
3	Hemlock Way (200)	In-house	$100,000	✓			Complete

No.	Projects	Constructed By	Project Cost	Replacement	Repair	Rehabilitation	Status
4	W Broad St. Pipe System (768)	Contractor	$31,000	✓			Complete
5	Nowhere Rd (286)	In-house	$100,000	✓			Complete
6	Nowhere Rd (286)	In-house	$35,000	✓			Complete (FY21)
7	Crystal Creek Dr (185)	In-house	$19,000	✓			Complete (FY22)
8	Doe Run (160)	In-house	$30,000	✓			Complete (FY22)
9	Lombardy Dr (282)	In-house	$21,000	✓			Complete (FY22)
10	Jones Rd (111)	In-house	$14,000	✓			Complete (FY22)
11	Millstone Cir (270)	In-house	$17,000	✓			Complete (FY22)
12	Walton Creek Rd (205)	In-house	$14,000	✓			Complete (FY22)
13	Winterville Rd (1958)	In-house	$17,400	✓			Complete (FY22)
14	Hickory Dr (6085)	In-house	$9,200	✓			Complete (FY22)
15	Hunter's Crossing Rd (159)	In-house	$17,500	✓			Complete (FY22)
16	Charlie Bolton Rd (1143)	In-house	$12,000		✓		Complete (FY22)
17	Roberts Rd (560)	In-house	TBD		✓		Complete (FY22)
18	Olympic Dr @ Transmission R/W	In-house	TBD		✓		Complete (FY22)
19	Seagraves Drive	Contractor	TBD				Advance Design
20	Mellwood Pl. (160)	In House	$1,160		✓		Complete (FY22)
21	Athena Dr.	In House	$3,450		✓		Complete (FY22)
22	Foundry	In House	$350		✓		Complete (FY22)
23	Winston at Chase	In House	$15,630	✓			Complete (FY22)
24	Creek Plantation at Tallassee	In House	$8,600	✓			Complete (fY22)
25	Greenwood (201)	In House	$4,445	✓			Complete (FY22)
26	Alexander St. (1025)	In House	$170		✓		Complete (FY22)
27	Strong St.	In House	$9,015	✓			Complete (FY22)
28	Woody Ln. (108)	In House	$15,360	✓			Complete (FY22)
29	Glenhaven at Indale	In House	$10,795	✓			Complete (FY22)
30	Old West Broad (1680)	In House	$8,785	✓			Complete (FY22)
31	Duncan Springs (455)	In House	$12,600	✓			Complete (FY22)
32	Duncan Springs (354)	In House	$7,880	✓			Complete (FY22)
33	Newton St.	In House	$16,370	✓			Complete (FY22)
34	Plum Nelley (217)	In House	$5,050	✓			Complete (FY22)
35	Plum Nelley (220)	In House	$4,950	✓			Complete (FY22)
36	Kennington (288 Rhodes Dr.)	In House	$11,687	✓			Complete (FY22)
37	Airport Rd. (220)	In House	$5,300	✓			Complete (FY22)
38	Overlook Dr. (1945)	In House	$7,075	✓			Complete (FY22)
39	Beaver Pointe (300)	In House	$5,940	✓			Complete (FY22)
40	Lakeview (175)	In House	$3,600	✓			Complete (FY22)
41	Winter St. at Athens Rd.	In House	$33,390	✓			Complete (FY22)
42	Arch St.	In House	$9,279	✓			Complete (FY22)
43	Camelot	In House	$51,062	✓			Complete (FY22)
44	Fortson Dr.	In House	$9,447	✓			Complete (FY22)
45	Cone Dr.	In House	$8,474	✓			Complete (FY22)
46	Noketchee Creek	In House	TBD	✓			Complete (FY22)
47	N. Popular (138)	In House	$10,300	✓			Complete (FY23)

No.	Projects	Constructed By	Project Cost	Replacement	Repair	Rehabilitation	Status
48	Oakbend CT	In House	$54,000	✓			Complete (FY23)
49	Mellwood	In House	$8,200	✓			Complete (FY23)
50	Voyles Rd.	In House	$130,000	✓			Complete (FY23)
51	O'Kelly	In House	$2,400	✓			Complete (FY23)
52	Kevin Ln.	In House	$5,300	✓			Complete (FY23)
53	Civitan Club	In House	$3,178	✓			Complete (FY23)
54	Crystal Creek at Crystal Ct.	In House	$5,332	✓			Complete (FY23)
55	Crystal Creek at Tim Lane	In House	$4,482	✓			Complete (FY23)
56	Phinizy Lane (125)	In House	$12,154	✓			Complete (FY23)
57	Sorenson Pl.	In House	$4,763	✓			Complete (FY23)
58	College Ave. 84 Inches	Contractor	$898,608			✓	In Progress
59	Minor St.	Contractor	$43,618			✓	In Progress
60	Baxter St.	Contractor	$399,192			✓	Complete (FY23)
61	Paris St.	Contractor	$339,427			✓	Complete (FY23)
62	Crossbow Cir.	Contractor	$117,044			✓	Complete (FY23)
63	Athena Dr.	Contractor	$191,175			✓	Complete (FY23)
64	Charlie Bolton Rd.	Contractor	$774,213	✓			Advance Stage
65	Olympic Dr.	Contractor	$1,186,000	✓			Advance Stage
			$6,516,486				

6. Vortex Services, LLC began pipeline rehabilitation November 12, 2022 on College Avenue under the Charm Site, then proceeded to Minor Street, Crossbow Cir., Athena Drive, Baxter Street and Paris Street, respectively. They are currently waiting for their Subcontractor to begin building the headwalls on College Ave. and Minor Street. The substantial completion is dated for July 25 and final completion on August 24, 2023.

7. The original intent for Willow Mist development was to become a subdivision with single family homes served by publicly owned roadways built per standards and subsequently dedicated to ACCGov. Departmental files indicate that Willow Mist Development roadways did not meet current standards at the time, and the developer, Ronnie Kittle, did not adhere to the requirements to bring the Willow Mist Development into compliance. Subsequently, the developer chose to proceed with building out the development and later recorded the completed development as a Condominium, see History #2.

8. Historical departmental files indicate that:
   - The existing 60-inch diameter Corrugated Metal Pipe (CMP) culvert was installed per standards with the intent of becoming publicly owned along with future ROW (see Facts & Issues No.7)
   - The existing 60-inch diameter CMP culvert was installed on the property line between existing ROW and proposed ROW of Willow Mist Subdivision.

- Prior to 2015, T&PW staff advised Ronnie Kittle of all needed maintenance and assumed no responsibility to maintain, as it serves a privately owned street.
- Discussions with Attorney's Office in 2018 determined the location of said culvert led to the mutual understanding that there is a 50/50 ownership of the culvert.
- In 2018, staff included the deteriorating 60-inch culvert into the Live Stream Pipe Replacement list and began periodic inspection in the interest of public health and safety in coordination with Ronnie Kittle.
- In fall 2019 staff reported progress in failure and immediate repair was completed by ACCGov (see the History #4).

9. Between 2018 and up to late 2021, T&PW staff has been in constant contact with Ronnie Kittle, exchanging draft agreements and proposed plans with the intent of reaching a fair agreement with 50/50 split to replace the culvert and turn over the ownership and maintenance to ACCGov as it was intended with the approved Preliminary Plat (see history #2). T&PW staff continues to update Mr. Kittle on the progress made as far on the project.

10. On June 7, T&PW staff met with GDP to negotiate possible reductions and changes in the scope of work, seeking to adjust the total value of the service to a viable price and within project budget. Three changes were made to the original scope, as shown on the Construction Plans (**Attachment #2**), including:

    - Eliminate one of the proposed headwalls and replace it with riprap stone;

    - Reduce the thickness and diameter of the bored steel casing, reducing the unit price but still giving an acceptable and improved drainage performance; and;

    - Reduce the overall Grading Complete lump sum price.

11. If approved by M&C, T&PW staff will award the unit price construction services contract to Georgia Development Partners, LLC in the amount of $588,554.27, with a Notice to Proceed anticipated by September 1, 2023, and work completion by January 1, 2023.

12. This recommendation supports the following Mayor and Commission Strategic Plan Goal and Strategy:
    - Safely Move Around Athens

OPTIONS:

1. Mayor and Commission:
   a. Approve the designation of **Georgia Development Partners, LLC** as the low responsive and responsible bidder for the Seagraves Drive Culvert Replacement Project;
   b. Award a Total Negotiated Unit Price Construction Services Contract in the amount of **$588,554.27** to **Georgia Development Partners, LLC** as the low responsive and

responsible bidder for the Seagraves Drive Culvert Replacement Project (including an extra Work Contingency Allowance in the amount of $ 40,000);

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

2. Mayor and Commission do not designate Georgia Development Partners, LLC as the low responsive and responsible bidder and do not award negotiated unit price Construction Services Contract.

3. Mayor and Commission defined option.

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

DEPARTMENT: Transportation & Public Works
Prepared by: Rani Katreeb, PE, Assistant Director
Derick Mason, Engineering Administrator

Stephen Bailey
Director

June 28, 2023
Date:

ADMINISTRATIVE COMMENTS:

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

Manager

July 11, 2023
Date:

ATTACHMENTS:
Attachment #1: MOA Willow Mist Apartments & Ronnie Kittle
Attachment #2: Seagraves Drive Culvert Replacement Construction Plan

STATE OF GEORGIA
COUNTY OF CLARKE

MEMORANDUM OF AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA AND RONALD F. KITTLE AND TERRI KITTLE AND WILLOW MIST CONDOMINIUM ASSOCIATION, INC. FOR SEAGRAVES DRIVE CULVERT REPLACEMENT

This Memorandum of Agreement ("MOA") is made and entered into this 15 day of June, 2022, by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA a body politic and corporate and a political subdivision of the State of Georgia, (the "COUNTY"), and RONALD F. KITTLE AND TERRI KITTLE, (the "DEVELOPER"), and WILLOW MIST CONDOMINIUM ASSOCIATION, INC., a/k/a Willow Mist Condominium in Athens-Clarke County, a Georgia non-profit corporation with a principal office address of 412 Seagraves Drive, Athens, Georgia 30605, hereinafter referred to as "WILLOW MIST," (COUNTY or DEVELOPER or WILLOW MIST may be referred to as "PARTY", and collectively as "PARTIES".)

WITNESSETH:

WHEREAS, WILLOW MIST is a non-profit condominium association for a neighborhood commonly referred to as the "Willow Mist Condominiums" located in Athens-Clarke County, Georgia, as further described in that certain document entitled "Declaration of Condominium of Willow Mist Condominium in Athens-Clarke County, Georgia," which was filed with the Clerk of Superior Court of Athens-Clarke County on or about April 16, 2008, and may be found in Deed Book 3484 beginning at page 340; and

WHEREAS, the Willow Mist Condominiums are located on Seagraves Drive in Athens-Clarke County, Georgia; and

WHEREAS, the DEVELOPER was responsible for the development of the Willow Mist Condominiums; and

WHEREAS, lying underneath Seagraves Drive and along the property line of Willow Mist Condominiums is a culvert (the "CULVERT") that has developed deficiencies that could, if not addressed, pose a hazard to public safety and to public and private property; and

WHEREAS, based upon the records available to the PARTIES as of the effective date of this MOA, said CULVERT lies approximately halfway on the property of WILLOW MIST and halfway under the right-of-way of the COUNTY; and

WHEREAS, the DEVELOPER, WILLOW MIST, and the COUNTY jointly have an interest in repairing the CULVERT; and

WHEREAS, the DEVELOPER, WILLOW MIST, and the COUNTY jointly have resolved to further the implementation Seagraves Drive Culvert Replacement (the "PROJECT") as is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the DEVELOPER agrees to contribute Two Hundred Thousand Dollars ($200,000.00) to the COUNTY for the DEVELOPER'S and WILLOW MIST'S portion of the costs of the PROJECT, (the "DEVELOPER'S CONTRIBUTION"); and

WHEREAS, as part of this MOA, the DEVELOPER and WILLOW MIST agree to convey the necessary property interests to the COUNTY, (e.g. permanent drainage easement(s), temporary construction easement(s), and rights-of-way), for the PROJECT as is more particularly described in Exhibit B attached hereto and incorporated herein by reference ; and

WHEREAS, as part of this MOA, the DEVELOPER, WILLOW MIST, and the COUNTY wish to clarify the ownership of the CULVERT and future maintenance thereof;

WHEREAS, the COUNTY, in consequence of the foregoing recitals and the funds to be contributed by the DEVELOPER to the PROJECT'S cost(s), agrees to undertake the PROJECT including installation and construction thereof; and

WHEREAS, this MOA is done to provide seamless coordination of these improvements specified therein;

NOW THEREFORE, in consideration of the mutual promises made and benefits conferred herein, the receipt and sufficiency of which are acknowledged by all of the PARTIES, the COUNTY, the DEVELOPER, and WILLOW MIST do hereby agree as follows:

1. Within fifteen (15) days of the EFFECTIVE DATE (as defined in Paragraph 12), the DEVELOPER shall tender to the COUNTY the DEVELOPER'S CONTRIBUTION of $200,000.00.

2. The COUNTY understands and acknowledges that the DEVELOPER and WILLOW MIST are not obligated to provide any additional funding for the PROJECT beyond the DEVELOPER'S CONTRIBUTION.

3. Within ten (10) days following receipt of a request from the COUNTY, the DEVELOPER shall donate to the COUNTY temporary construction easement(s), permanent drainage easement(s) and/or rights-of-way on their property as determined by the COUNTY to be necessary for the PROJECT and as shown on Exhibit B. The conveyance of any easements and/or rights-of-way by the DEVELOPER to the COUNTY shall be on the standard forms generally utilized by the COUNTY for such purposes. The DEVELOPER shall ensure that it has the appropriate authority to grant said easements and rights-of-way, and these forms shall be signed by a person appropriately authorized to bind the DEVELOPER.

4. Within ten (10) days following receipt of a request from the COUNTY, WILLOW MIST shall donate to the COUNTY temporary construction easement(s), permanent drainage easement(s) and/or rights-of-way on their property as determined by the COUNTY to be necessary for the PROJECT. The conveyance of any easements and/or rights-of-way by the WILLOW MIST to the COUNTY shall be on the standard forms generally utilized by the COUNTY for such purposes. WILLOW MIST shall ensure that it has the appropriate authority to grant said easements and rights-of-way, and these forms shall be signed by a person appropriately authorized to bind WILLOW MIST.

5. Upon receipt of the DEVELOPER'S CONTRIBUTION, the COUNTY shall take ownership of the CULVERT and plan replacement of the CULVERT within the COUNTY'S regular maintenance and replacement schedule.

6. Upon receipt of the DEVELOPER'S CONTRIBUTION, liability for the CULVERT shall transfer to the COUNTY, provided, however, the DEVELOPER and WILLOW MIST both agree in accordance with paragraph 10 below that neither PARTY will bring any claim or suit against the COUNTY to recover any losses, liabilities, costs, damages, or expenses which result from the deficiencies in the CULVERT prior to the COUNTY'S repair thereof or which arise during the COUNTY'S repair of the CULVERT.

7. Upon receipt of the DEVELOPER'S CONTRIBUTION, the COUNTY shall be responsible for the CULVERT'S future maintenance, upkeep, and repair.

8. On or before July 1, 2022, the COUNTY shall be responsible for recording the survey for the PROJECT which is attached hereto as Exhibit B and incorporated herein by reference.

9. The COUNTY shall have sole discretion and authority over all design, engineering, and construction matters related to the PROJECT.

10. This MOA and performance hereunder is intended to resolve and conclusively settle any and all claims between the DEVELOPER and the COUNTY for any injuries, damages, or losses, whether currently known or unknown, which arise, or may arise, from the deficiencies that have developed in the Culvert. Each PARTY hereby waives any and all such claims against the other.

11. This MOA and performance hereunder is intended to resolve and conclusively settle any and all claims between WILLOW MIST and the COUNTY for any injuries, damages, or losses, whether currently known or unknown, which arise, or may arise, from the deficiencies that have developed in the CULVERT. Each PARTY hereby waives any and all such claims against the other.

12. The term of this MOA shall commence on the date that the COUNTY executes the same ("Effective Date") and shall conclude on the date of completion by the COUNTY of the PROJECT, but in no event longer than five (5) years from the Effective Date hereof.

13. The DEVELOPER and WILLOW MIST agree and acknowledge that the PROJECT as outlined and described herein and in Exhibit A attached hereto, including the services and activities required to accomplish and complete the same, may be performed and completed by third party consultants and independent contractors in accordance with COUNTY guidelines, directives, specifications, rules and regulations and pursuant to COUNTY control, oversight, supervision and approval.

14. No modification or alteration of or amendment to this MOA shall be effective and binding unless executed by all PARTIES with the same degree of formality as this indenture.

Except as otherwise provided herein, any notice, request, demand, instruction or other communication between the PARTIES shall be in writing and deemed properly sent and given (a) upon hand delivery to the addressee, (b) five (5) days after deposit into the United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to the United States Postal Service Express Mail or similar reputable overnight courier or delivery service. All notices shall be addressed to the parties as follows:

COUNTY: Stephen Bailey, Director
Athens-Clarke County Department of Transportation and Public Works
P.O. Box 1868
Athens, Georgia 30603
E-mail: Stephen.Bailey@accgov.com

With a copy to: Athens-Clarke County Manager's Office
301 College Avenue, Suite 303
Athens, Georgia 30601
E-mail: Blaine.Williams@accgov.com

DEVELOPER: Ronald F. Kittle
412 Seagraves Drive, Athens, Georgia 30605
ronnykittle@yahoo.com

WILLOW MIST: Ronald F. Kittle
412 Seagraves Drive, Athens, Georgia 30605
ronnykittle@yahoo.com

If the last day of either of the time periods specified in (b) or (c) falls on other than a business day, such time period shall be extended until and through the next business day. Either party may change the address for receipt of future notices or other communications by notice delivered as provided herein.

15. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this MOA and if applicable, their assigns.

16. Except as may otherwise be provided herein, this MOA shall not be assigned by any party hereto without the prior written consent of the other party; provided, however, that the DEVELOPER may without consent of the COUNTY assign its rights hereunder to (i) any lender having an interest secured by the DEVELOPER'S Development and/or the related real property owned by DEVELOPER, and (ii) any purchaser of an interest in the DEVELOPER'S Development and/or the related real property owned by the DEVELOPER. Any assignment of this MOA, including any assignment made without the COUNTY's consent pursuant to (i) or (ii) herein, must be in writing, and shall include an assumption by such assignee of the assignor's obligations hereunder. The DEVELOPER shall notify the COUNTY in writing of any such assignment made pursuant to (i) or (ii) herein within seven (7) days thereof and shall provide to the COUNTY in writing the name(s) and contact information of the assignees including the

name and contact information of any individual responsible for oversight of the respective assignee's performance of the obligations outlined herein. The DEVELOPER shall also, within seven (7) days of such assignment, provide to the COUNTY a copy of any such assignment documentation. Should the DEVELOPER'S assignee(s) fail to honor or perform any obligations assumed hereunder, the DEVELOPER shall, upon written notice and at the election of the COUNTY, be responsible for performance of the same.

17. This MOA shall be governed by and construed in accordance with the laws of the State of Georgia and the United States as are from time to time in effect.

18. The obligations of the parties outlined herein are to be performed in Athens-Clarke County, Georgia. If legal action is necessary to enforce the same or to construe any of the provisions of this MOA, exclusive venue shall lie in Athens-Clarke County, Georgia.

19. The PARTIES do not intend that any provision of this MOA or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement between the COUNTY and the DEVELOPER, or that any benefit be conferred on any third party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third party.

20. The PARTIES shall be excused for any period of delay in the performance of any of their respective obligations hereunder, when such delay is occasioned by a cause or causes beyond their control, and the time for performance hereunder automatically shall be extended for a like interval. Such causes shall include without limitation: all labor disputes; strikes; lockouts; changes in the scope of improvements as approved by the parties hereto; inability to obtain or delay in the receipt of necessary materials or services; unavoidable injury, casualty or damage to personnel, materials or equipment; fire; earthquake or other natural disasters; failure of any contractor, its agents or employees to complete construction within the designated time frame; any delay attributable to third party owners of public infrastructure, third party electric utility providers or other third party utility providers; any dispute or legal action brought against the COUNTY which interrupts construction or challenges the COUNTY's title to or acquisition and ownership of the right-of-way or interests in real property required for construction of the PROJECT; any pre-existing condition on or within the existing or required PROJECT right of way that entails or threatens liability, assessment, penalties and/or remediation; civil commotion; war; warlike operations; invasions; rebellions; hostilities; military or usurped power; sabotage;

governmental regulations or controls beyond the jurisdiction of the COUNTY; delay by the State of Georgia, and its officials, agencies or commissions; and Acts of God.

21. The PARTIES shall provide notice pursuant to paragraph 12 above of any such event which results or will result in excusable delay of the PROJECT as the same is defined hereinabove within five (5) days of the occurrence of the same, or as soon thereafter as is practicable.

22. No provision of this MOA shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the COUNTY by the Constitution, statutes, rules and regulations of the State of Georgia.

23. Should any one or more of the paragraphs, sentences, clauses, phrases or provisions of this MOA for any reason be held to be unenforceable or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the PARTIES hereto intend that such unenforceable or unconstitutional language not affect the remaining provisions and that this document be construed and considered without any reference thereto as if the invalid portion had never been inserted or included within the text hereof.

24. The PARTIES acknowledge and represent that each PARTY and its respective legal counsel have participated in the negotiation and preparation of this MOA. This MOA shall consequently be construed without regard to any presumption of law which requires the terms contained herein to be construed against the author or scribe.

25. This MOA may be executed in any number of counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same instrument. The COUNTY requires two (2) signed originals. The COUNTY will not execute documents over fax or email.

26. Notwithstanding anything in this MOA to the contrary, this MOA is subject to and contingent upon approval by the Mayor and Commission of the COUNTY at a regularly or specially called public meeting of the same.

27. The representations, covenants, rights and obligations ("UNDERTAKINGS") specified herein shall survive the transfer of title to the right of way and property interests or any portion thereof referenced in this MOA and shall be binding upon and inure to the benefit of the PARTIES hereto and their respective assigns, transferees, grantees and successors in title. The UNDERTAKINGS shall likewise remain in effect subsequent to the conveyance of any right of

way deed(s) required by the terms of this MOA and shall not merge "into" any such deed(s) of conveyance.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

ON BEHALF OF THE COUNTY:

Unified Government of Athens-Clarke County, Georgia

By: _____
Kelly Girtz, Mayor

Attest: _____
Jean Spratlin, Clerk of Commission

[SEAL]

ON BEHALF OF DEVELOPER

By: _____ [SEAL]
Ronald F. Kittle

By: _____ [SEAL]
Terri Kittle

ON BEHALF OF WILLOW MIST:

Willow Mist Condominium Association, Inc.

By: _____

Title: President

Attest: _____
Secretary or Assistant Secretary [SEAL]

Signed, Sealed and Delivered
this 2nd day of June, 2022,
in the presence of:

_____
Witness

_____
Barbara B. Scott
Notary Public

BARBARA B. SCOTT NOTARY PUBLIC CLARKE COUNTY, GA Exp. June 4, 2023

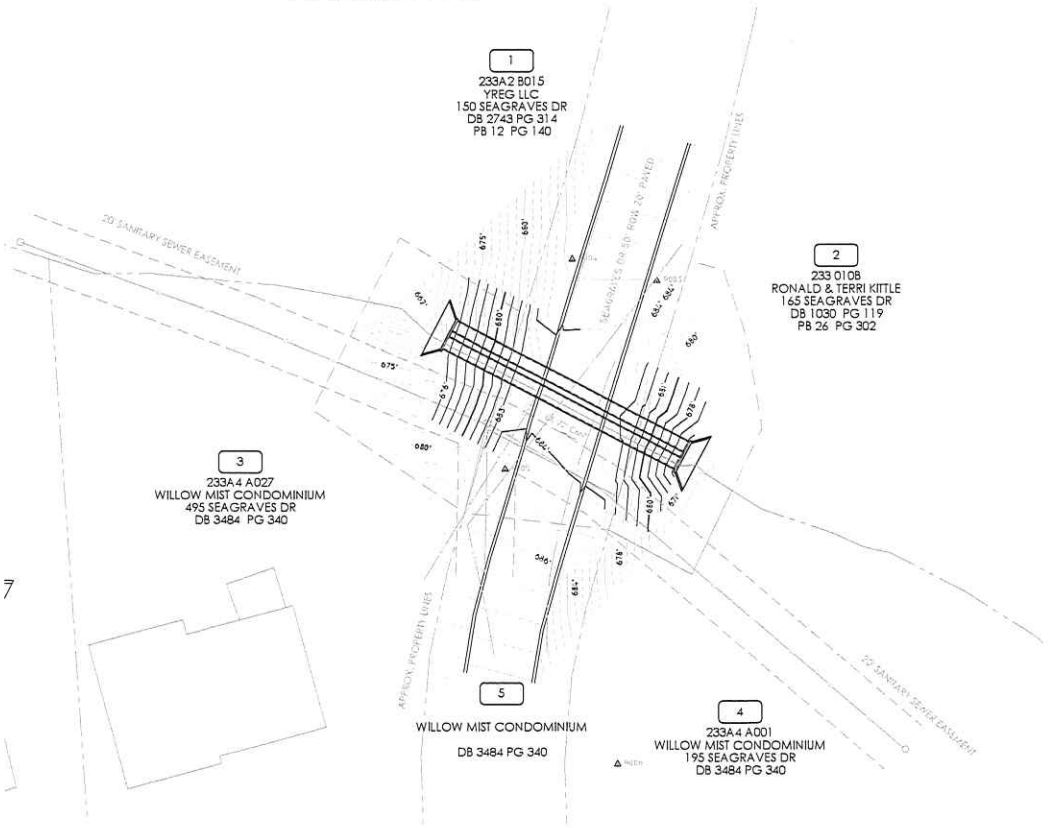
EXHIBIT “A”

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA		1	—

THIS IS NOT A PROPERTY SURVEY. PROPERTY LINES AND OWNERSHIPS SHOWN ON THIS DRAWING ARE BASED ON RESEARCH OF AVAILABLE TAX MAPS AND OTHER RECORDS. FIELD VERIFICATION WAS PERFORMED WHERE PINS MARKING PROPERTY LINES COULD READILY BE FOUND OR WHERE OCCUPATION LINES ARE EVIDENT.

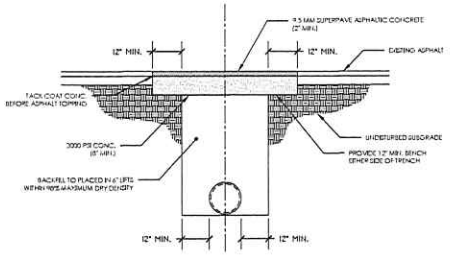
CONTROL POINTS				
NO.	NORTHING	EASTING	ELEV.	DESC.
9003	1434098.8825'	2549230.4820'	684.810'	ACC NS 9003
9004	1434106.5342'	2549171.1510'	685.199'	ACC NS 9004
9005	1434032.8577'	2549147.6049'	684.484'	ACC NS 9005
9006	1433929.3147'	2549186.6873'	692.899'	ACC NS 9006

MAINLINE PLAN



GENERAL NOTES

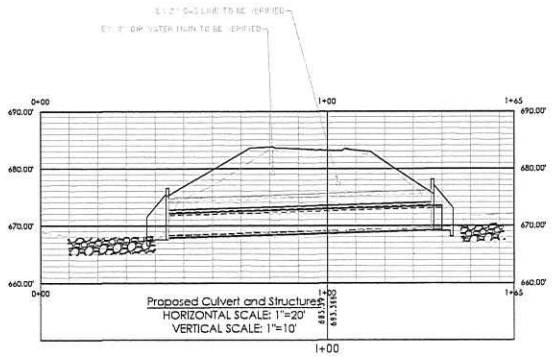
The work of and materials for this project shall be in compliance with the "Standard Specifications for Road and Bridge Construction, "2013 edition, published by the Georgia Department of Transportation, as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or Athens-Clarke County, and shall be in reasonably close conformance with the details shown on the plans or established by the Project Manager.



Notes:
1. Fill material to be placed in 6" lifts to 98% Standard Proctor Density.
2. Asphalt topping must be in place with in 7 calender daysof concrete pour.
3. All Longitudnal Cuts exceeding 150 L.F. will require the resurfacing of the entire road width for the length of the cut.
4. Successive Lateral Cuts having a separation distance less than 50 L.F., as measured along the lane centerline, will require the resurfacing of the entire road width throughout the length of the successive lateral cuts.
5. All saw cuts to be straight, with smooth, even edge.

TRENCH CAP DETAIL
NTS

LOCATION MAP



Proposed Culvert and Structures
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

HORIZONTAL SCALE: 1" : 20'
VERTICAL SCALE: 1" : 10'

20' 0' 20' 40'

REVISIONS:			
NO.	BY	DATE	DESCRIPTION
1	JMJ	1/31/2022	REVISED PLANS TO SHOW DOUBLE BARREL 48"/42" RCP
2	TMM	3/3/2022	ADDED NEW SURVEY DATA FOR SAN SEWER INVS. AND MANHOLES
3	JMJ	3/28/2022	INCLUDE EASEMENT AREAS
4	—	—	—
5	—	—	—
6	—	—	—

SURVEYED BY: JMG, TMM, KEH
DESIGNED BY: JMG, KEH, JLN
DRAWN BY: JMG, TMM, KEH, JMJ
CHECKED BY: JLN
APPROVED BY: PAK

The Unified Government of Athens-Clarke County
Department of Transportation and Public Works
Engineering Division
120 West Dougherty Street
Athens, Georgia 30603
Phone 706.613.3440
Fax 706.613.3444

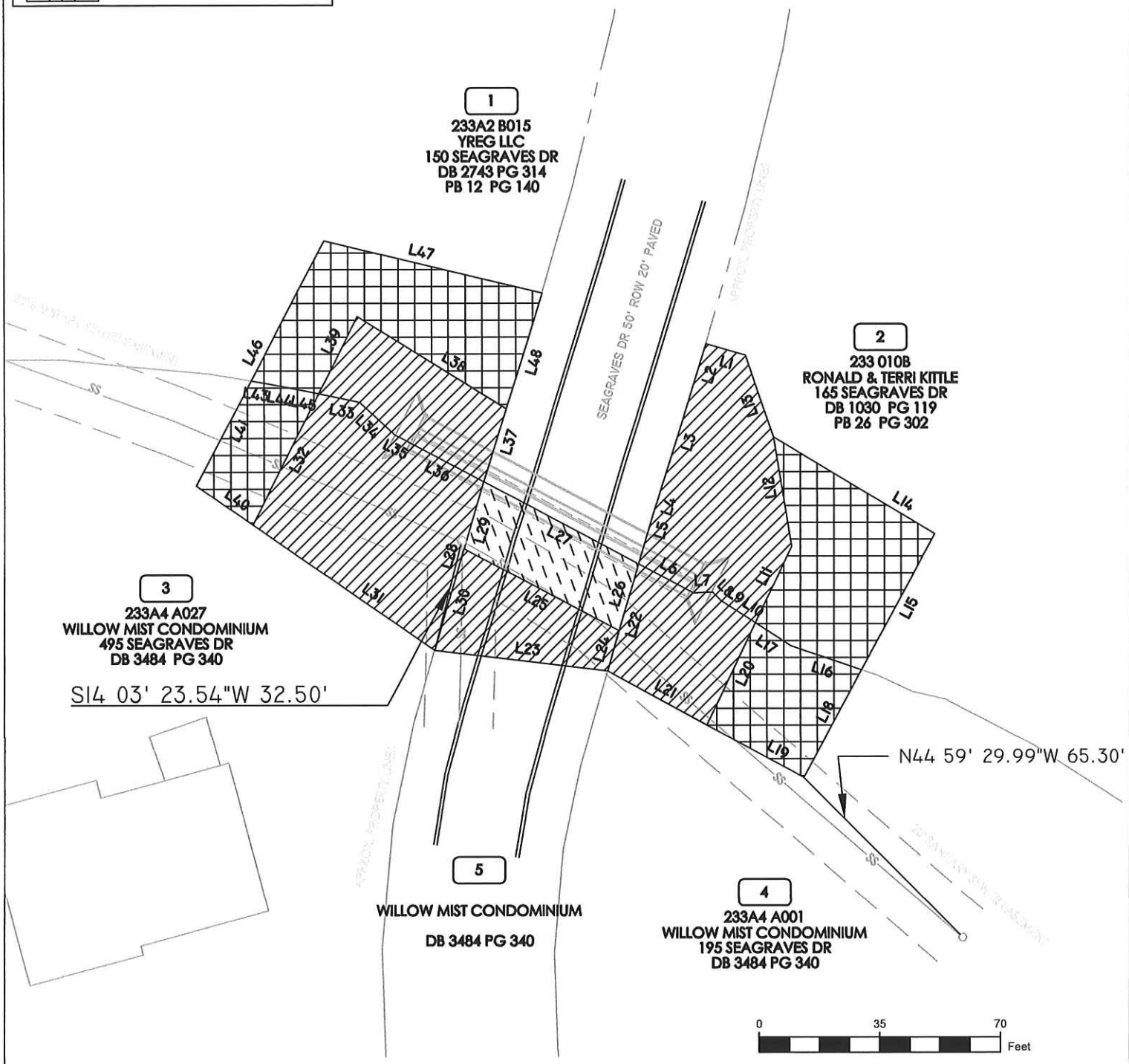
PROJECT:
150 SEAGRAVES RD. CULVERT REPLACEMENT
DATE: 3/29/2022

SHEET:
MAINLINE ROADWAY PLAN
SHEET NO: 13-001

EXHIBIT B

LEGEND

- APPROXIMATE BOUNDARY
- PROPOSED PERMANENT DRAINAGE EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED RIGHT OF WAY ACQUISITION



PROJECT: EASEMENTS FOR CONSTRUCTION, ACCESS AND MAINTENANCE		INSTRUMENT: GEOMAX	SURVEYED BY: ACC	
EASEMENT PLAT FOR: 150, 165, 195, 495 Seagraves Dr		DRAWN BY: JMJ	CHECKED BY: JMJ	APPROVED BY: RAK
SURVEY BY: The Unified Government of Athens-Clarke County Department of Transportation and Public Works Engineering & Design Services	FIELD SURVEY PERFORMED ON:	REFERENCES: DB 3484 PG340		GMD:
	EASEMENT PREPARED ON: April 6 2022	CITY: ATHENS	COUNTY: CLARKE	STATE: GEORGIA

EXHIBIT B

Parcel 1
Temporary Easement
Parcel Line Table

Line #	Length	Direction
L38	50.80	S58° 20' 10.49"E
L39	24.99	N26° 48' 50.17"E
L43	4.40	N80° 26' 27.70"W
L44	10.10	N79° 17' 15.80"W
L45	5.54	N78° 14' 27.49"W
L46	18.07	N27° 46' 37.95"E
L47	5.52	S76° 34' 18.92"E
L48	3.66	S17° 18' 06.91"W

Parcel 1
Permanent Easement
Parcel Line Table

Line #	Length	Direction
L33	12.27	N78° 14' 27.49"W
L34	13.90	N47° 07' 18.90"W
L35	3.61	N63° 20' 05.80"W
L36	25.44	N62° 13' 22.05"W
L37	22.08	S17° 19' 05.31"W
L38	50.80	S58° 20' 10.49"E
L39	24.99	N26° 48' 50.17"E

Parcel 2
Temporary Easement
Parcel Line Table

Line #	Length	Direction
L11	24.36	N25° 29' 48.93"E
L12	32.00	N9° 26' 56.42"W
L14	54.51	S59° 15' 08.07"E
L15	44.67	S28° 21' 19.67"W
L16	21.80	N71° 19' 11.65"W
L17	6.51	N56° 58' 42.45"W

Parcel 2
Permanent Easement
Parcel Line Table

Line #	Length	Direction
L1	11.97	N25° 29' 48.93"E
L2	21.41	S17° 04' 18.42"W
L3	22.45	S17° 41' 16.18"W
L4	4.93	S17° 41' 16.18"W
L5	15.78	S16° 23' 22.04"W
L6	18.07	S62° 13' 20.89"E
L7	5.52	N86° 46' 21.33"E
L8	3.66	S44° 43' 32.10"E
L9	7.04	S57° 42' 11.81"E
L10	4.68	S56° 58' 42.45"E
L11	24.36	N25° 29' 48.93"E
L12	32.00	N9° 26' 56.42"W
L13	25.00	N18° 48' 39.79"W

Parcel 3
Temporary Easement
Parcel Line Table

Line #	Length	Direction
L32	42.47	S26° 48' 50.17"W
L40	20.00	S55° 37' 29.12"E
L41	34.30	S27° 46' 37.95"W
L43	4.40	N80° 26' 27.70"W
L44	10.10	N79° 17' 15.80"W
L45	5.54	N78° 14' 27.49"W

Parcel 3
Permanent Easement
Parcel Line Table

Line #	Length	Direction
L29	20.23	S16° 28' 42.77"W
L30	30.47	S16° 16' 28.83"W
L31	64.02	S55° 35' 14.49"E
L32	42.47	S26° 48' 50.17"W
L33	12.27	N78° 14' 27.49"W
L34	13.90	N47° 07' 18.90"W
L35	3.61	N63° 20' 05.80"W
L36	25.44	N62° 13' 22.05"W

Parcel 4
Temporary Easement
Parcel Line Table

Line #	Length	Direction
L16	21.80	N71° 19' 11.65"W
L17	6.51	N56° 58' 42.45"W
L18	35.33	N28° 21' 19.67"E
L19	32.00	S61° 38' 40.33"E
L20	32.70	S25° 29' 48.93"W

Parcel 4
Permanent Easement
Parcel Line Table

Line #	Length	Direction
L6	18.07	S62° 13' 20.89"E
L7	5.52	N86° 46' 21.33"E
L8	3.66	S44° 43' 32.10"E
L9	7.04	S57° 42' 11.81"E
L10	4.68	S56° 58' 42.45"E
L20	32.70	S25° 29' 48.93"W
L21	32.90	S61° 38' 40.33"E
L22	32.22	S16° 22' 16.78"W

Parcel 5
Permanent Easement
Parcel Line Table

Line #	Length	Direction
L23	50.67	S83° 09' 49.44"E
L24	10.26	N16° 08' 39.62"E
L25	50.97	N62° 19' 37.19"W
L30	30.47	S16° 16' 28.83"W

Parcel 5
Right of Way Acquisition
Parcel Line Table

Line #	Length	Direction
L25	50.97	N62° 19' 37.19"W
L26	20.13	N16° 28' 50.63"E
L27	50.99	N62° 13' 22.05"W
L29	20.23	S16° 28' 42.77"W

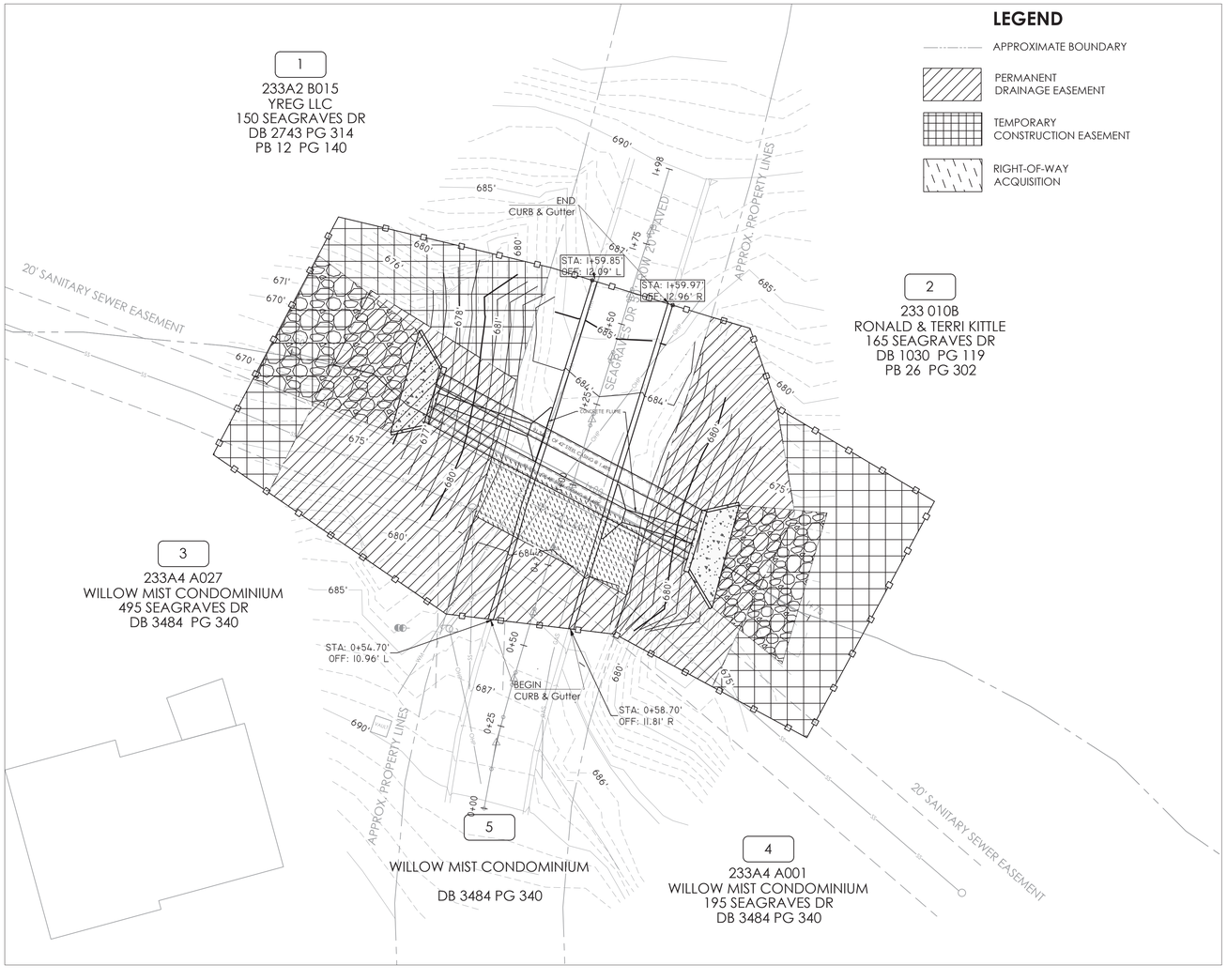
Attachment #2

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	TPW #6377	5	34

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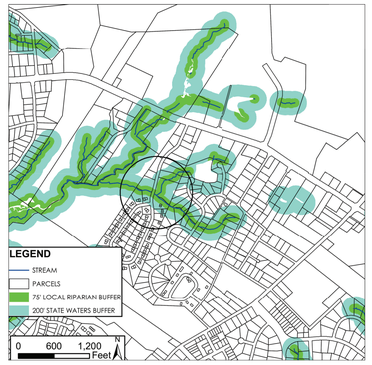
CONTROL POINTS				
NO.	NORTHING	EASTING	ELEV.	DESC.
9003	1434098.8825'	2549200.6820'	684.870'	ACC NS 9003
9004	1434106.5342'	2549171.1510'	685.199'	ACC NS 9004
9005	1434032.8577'	2549147.6049'	684.484'	ACC NS 9005
9006	1433929.3167'	2549186.6872'	692.899'	ACC NS 9006

MAINLINE PLAN



GENERAL NOTES

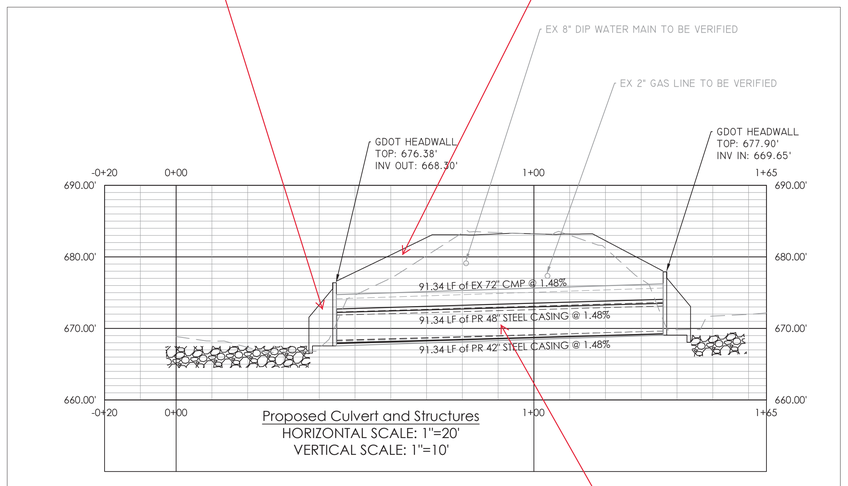
The work of and materials for this project shall be in compliance with the "Standard Specifications for Road and Bridge Construction, "2013 edition, published by the Georgia Department of Transportation, as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or Athens-Clarke County, and shall be in reasonably close conformance with the details shown on the plans or established by the Project Manager.



LOCATION MAP

OUTLET HEADWALL WAS ELIMINATED AND RIP RAP WILL BE INSTALLED AS A COST SAVINGS MEASURE

DUE TO ELIMINAION OF OUTLET HEADWALL THERE WAS A SAVINGS IN GRADING COMPLETE



Proposed Culvert and Structures
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

PROPOSED 48 INCH STEEL CASING WAS REDUCED IN DIAMETER TO 42 INCHES AND REDUCES IN WALL THICKNESS TO .485 WALL

HORIZONTAL SCALE: 1" : 20'
VERTICAL SCALE: 1" : 10'

20' 0' 20' 40'

REVISIONS:

NO.	BY	DATE	DESCRIPTION
1	JMJ	1/31/2022	REVISED PLANS TO SHOW DOUBLE BARREL 48"/42" RCP
2	TMM	3/3/2022	ADDED NEW SURVEY DATA FOR SAN SEWER INVS AND MANHOLES
3	JMJ	3/28/2022	INCLUDE EASEMENT AREAS
4	JMJ	4/8/2022	EDIT PROJECT TITLE
5	----	----	----
6	----	----	----
7	----	----	----

SURVEYED BY: JMJ, JRA, TMM
DESIGNED BY: JMJ, JRA, TMM
DRAWN BY: JMJ, JRA, TMM
CHECKED BY: JMJ
APPROVED BY: RAK

The Unified Government of Athens-Clarke County
Department of Transportation and Public Works
Engineering Division
120 West Dougherty Street
Athens, Georgia 30603
Phone 706.613.3440
Fax 706.613.3444

PROJECT:

SEAGRAVES DR. CULVERT REPLACEMENT - TPW #6377

DATE: 09/12/2022

MAINLINE PLAN

DRAWING NO: 13-001

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Sanford Stadium Sanitary Sewer Interceptor Improvements Phase I - Approval of Preliminary Construction Plans

DATE: June 28, 2023

BUDGET INFORMATION: N/A

FUNDING SOURCE: N/A

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request Mayor & Commission:

A. Approve the Preliminary Construction Plans for the Sanford Stadium Sanitary Sewer Interceptor Improvements Phase 1; and

B. Authorize staff to complete the Final Construction Plans, acquire easements and associated permits, & solicit bids for construction

HISTORY:

1. On November 3, 2015, the Mayor & Commission (M&C) approved the Infrastructure Element and Capital Improvements Element of the 2015 Service Delivery Plan (SDP) Update. This sewer segment was included in the SDP.
2. On March 31, 2020, the Public Utilities Department (PUD) issued a Notice to Proceed (NTP) to CH2M HILL to produce a Preliminary Design Report (PDR) detailing the scope of work required for the Sanford Stadium Sanitary Sewer Interceptor Improvements project (Sanford Stadium project).
3. On August 4, 2020, the M&C approved the Updated 2020 Service Delivery Plan (SDP) Infrastructure and Capital Improvements Element.
4. On March 9, 2022, PUD staff met with a representative of the Oconee Hill Cemetery Board to show current sewer line and anticipated sewer line replacement areas that could affect the cemetery.
5. On June 7, 2022, the M&C approved a Task Order to Jacobs Engineering, Inc. (Jacobs) to design the Sewer Line Improvements for this segment of sanitary sewer.
6. On July 8, 2022, PUD issued an NTP to Jacobs to design improvements to this sewer segment.
7. On March 28, 2023, New South Associates, Inc. (New South) performed a Ground Penetrating Radar (GPR) survey to search for any potential historic burial sites in the

Oconee Hill Cemetery near the proposed project area. All anomalous GPR readings within the project area were determined by New South to have low probability of being burial sites. New South's mortuary archaeologists subsequently investigated the anomalous readings in-field to verify. The investigation found no historic burial sites located within the project area.

8. On June 12, 2023, a meeting was held with a representative of the Oconee Hill Cemetery Board. This meeting was to gain the approval of the Board for the new design and easements required for the sanitary sewer improvements that will affect cemetery property.

FACTS & ISSUES:

1. This project is included in the 2020 SDP as Project #3-313, "Sanford Stadium Sanitary Sewer Interceptor Improvements Phase 1," (History #3).
2. Phase 1 of this project will replace approximately 700 linear feet of existing sanitary sewer main running adjacent to Oconee Hill Cemetery to the east of Sanford Stadium. This segment collects sewer from an area encompassing over 1,300 acres, including downtown and much of University of Georgia's campus. (**Attachment #1**)
3. PUD determined that replacement and upsizing of this line is necessary to alleviate capacity constraints, which were confirmed by hydraulic modeling.
4. Staff worked with design engineer Jacobs to evaluate replacement options. Replacement of the pipe in the same trench was determined to be a poor option due to the river bank erosion that has encroached on the existing alignment. PUD and Jacobs determined that the new interceptor should therefore be located farther inland, parallel to the existing interceptor, in order to better insulate the new line from the effects of bank erosion.
5. Additionally, staff identified an opportunity in this project to eliminate a bottleneck in the sanitary sewer system by separating the Sanford Stadium and Trail Creek interceptors. These two interceptors currently connect at a junction box on the Oconee Hill Cemetery property before jointly crossing the North Oconee River. By providing a new, separate aerial crossing for the Sanford Stadium project, these two lines will feed into the larger North Oconee Interceptor independently. This will further expand capacity in the sewer system and eliminate a bottleneck over State waters which would simultaneously impact two large sewer lines. (**Attachment #2**)
6. GPR testing conducted by New South found no historic burial sites located within the project area for the proposed new alignment (History #7).
7. Individual permanent easements and temporary construction easements are required to accommodate the realigned project construction. The new alignment is also anticipated to encroach into the EPD 25-foot state water buffer, requiring Georgia EPD concurrence and Army Corps of Engineering approval.
8. Preliminary Construction Plans for the subject project are available for review in the PUD Administration Office located at 124 E. Hancock Avenue.

9. The estimated construction cost for the interceptor improvement project is $5.6 million. PUD seeks authorization to solicit bids to construct this sewer project.

10. Anticipated Project Schedule:

M&C Approval of Preliminary Plan	August 2023
Completion of Final Design	September 2023
Easement Acquisition Completion	November 2023
Permitting Completion	December 2023
Bid Phase Completion	January 2024
Project Start	March 2024
Project Completion	March 2025

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

OPTIONS:

1. Mayor & Commission:
    A. Approve the Preliminary Construction Plans for the Sanford Stadium Sanitary Sewer Interceptor Improvements Phase 1 project; and
    B. Authorize staff to complete the Final Construction Plans, acquire easements and associated permits, & solicit bids for construction.
2. Mayor & Commission deny the request.
3. Mayor & Commission defined option.

DEPARTMENT RECOMMENDED ACTION:

Option 1 A & B

DEPARTMENT: Public Utilities

Prepared by: Hollis Terry IV

Hollis Terry IV

6/28/2023

Hollis Terry IV Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option 1 A & B



Manager

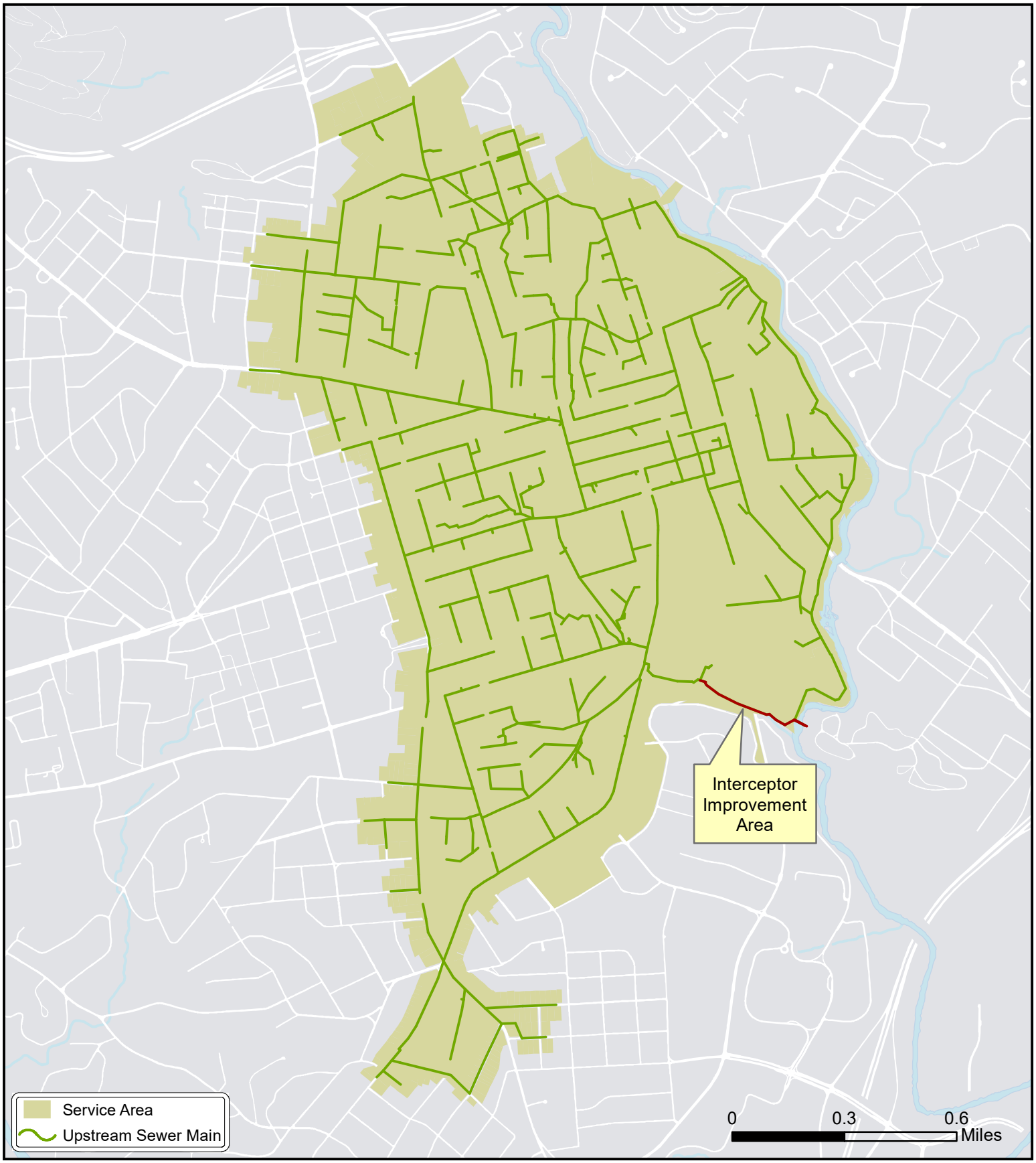
July 11, 2023
Date:

ATTACHMENTS:

Att 1 - Service Area
Att 2 - Design

Sanford Stadium Interceptor Service Area

Attachment #1

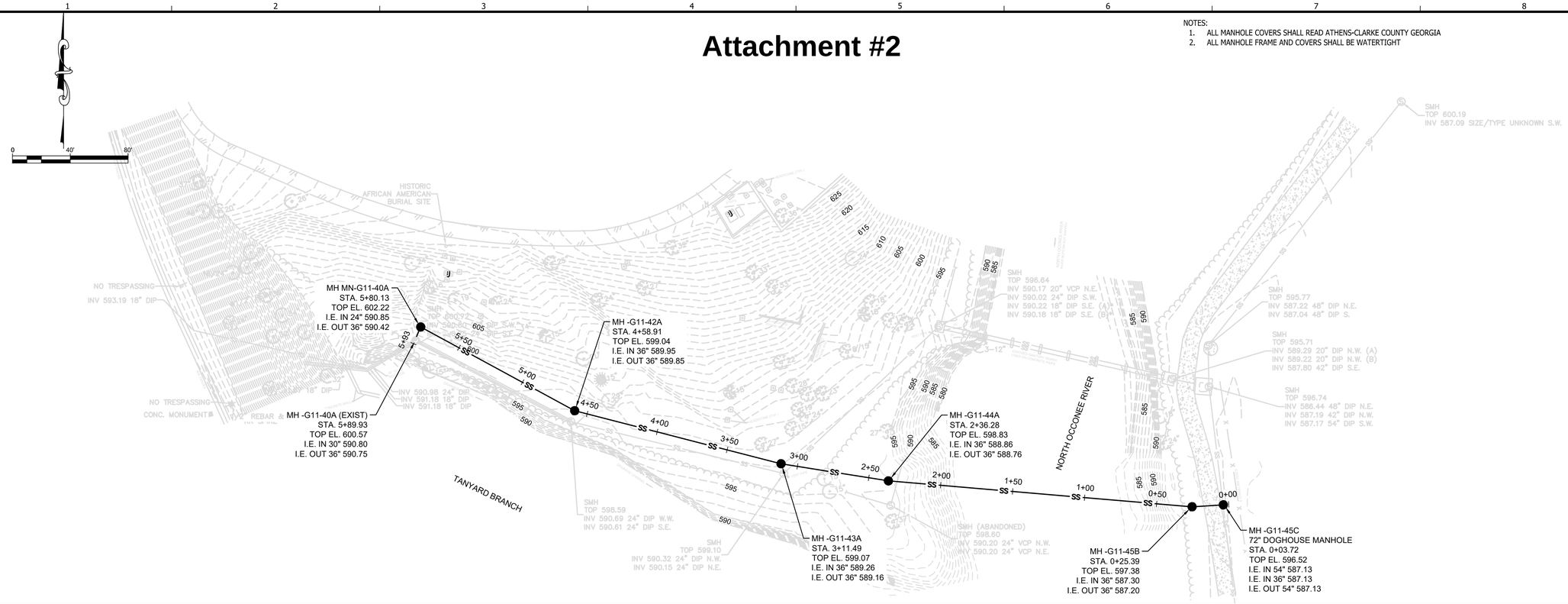


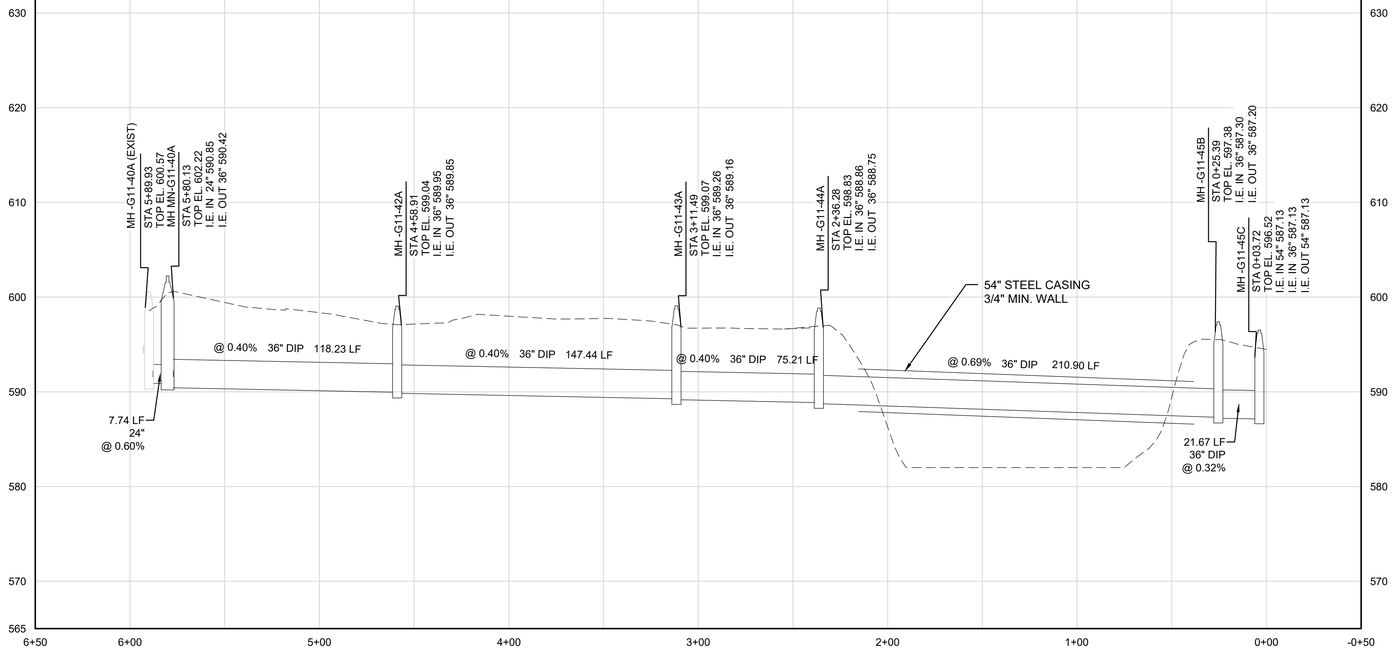
The Unified Government of Athens-Clarke County
Department of Public Utilities
124 E Hancock Ave. Athens Ga, 30601

Friday, June 23, 2023

Attachment #2

NOTES:
1. ALL MANHOLE COVERS SHALL READ ATHENS-CLARKE COUNTY GEORGIA
2. ALL MANHOLE FRAME AND COVERS SHALL BE WATERTIGHT





SANITARY SEWER LINE A

SCALE - HORZ. 1'=50'
VERT. 1" = 5'

Jacobs
GA LIC # PEF000350
(EXP 6/30/2020)
10 10th St NE, Suite 1400
Atlanta, GA 30309
Ph: 404-978-7600 Fax: 404-978-7660

SANFORD STADIUM SANITARY SEWER INTERCEPTOR IMPROVEMENTS

ATHENS-CLARKE COUNTY
PUBLIC UTILITIES

124 E. HANCOCK AVE
ATHENS, GA, 30601

REV	DATE	REVISION DESCRIPTION
#	#	#

THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE

THIS DRAWING MUST BE USED IN CONJUNCTION WITH THE APPLICABLE OR GOVERNING TECHNICAL SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.

PROJECT NO: EEXJ0025

DATE: JUNE 2023

DISC. LEAD:	DESIGNER:	CHECKER:
JCH	JRM	CDJ

SHEET TITLE
CIVIL

PLAN AND PROFILE

SHEET
CU-101

CREATED: 6/12/2023 LAST SAVED: 6/12/2023 BY: MILLERJ8 PLOT DATE: 6/13/2023

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Energy Efficiency Conservation Block Grant (EECBG) – Appliance Assistance Initiative

DATE: June 27, 2023

BUDGET INFORMATION:

REVENUES (Grant):): +/- $177,160

EXPENSES:
ANNUAL: $0
CAPITAL: $0
OTHER:

FUNDING SOURCE: Department of Energy EECBG Program

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a) Authorize staff to apply for the U.S. Department of Energy Energy Efficiency Conservation Block Grant (EECBG); and,
b) If awarded, authorize staff to accept and execute relevant documents.

HISTORY:

1. In 2007 the EECBG was enacted and received a single allocation of funds in 2009 as part of the American Recovery and Reinvestment Act.

2. On November 2021 President Biden signed the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law. Funding for the EECBG program was included in the IIJA.

3. In January 2023 the Department of Energy released a Notice of Funding Opportunity (NOFO) which outlined the purpose, scope, goals, funding, and the application process related to EECBG funds. The EECBG was established as a formula grant that assists eligible states, units of local government and Indian tribes in implementing strategies to:
    a. Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
    b. Reduce the total energy use of the eligible entities;

c. Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors;
d. Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the Justice40 Initiative.
e. The overall objective is for funding to be used to attain or plan to attain an increase in energy efficiency and conservation or fossil fuel reduction.

4. Grant Pre-application submissions are due by July 31, 2023. This form establishes Unified Government of Athens-Clarke County (ACCGov) intent to formally apply for grant funds. The Sustainability Office and Finance Department completed and submitted the required document by April 22, 2023.

5. Grant applications are due to the DOE no later than January 31, 2024.

FACTS & ISSUES:

1. As part of the January 2023 NOFO information, ACCGov was included in a list of formula grant-eligible organizations and has been allocated $177,160 under this program. Formula grants are non-competitive allocations that ensure recipients receive funding based on a formula that includes factors such as population, census data, energy burden, poverty, and/or other factors included in the authorizing legislation.

2. Eligible activities under the EECBG include:
    a. Developing and implementing an energy efficiency and conservation strategy;
    b. Conducting residential and commercial building energy audits;
    c. Establishing financial incentive programs for energy efficiency improvements;
    d. Developing and implementing energy efficiency and conservation programs for buildings and facilities;
    e. Developing and implementing programs to conserve energy used in transportation (e.g. flex time for employees; satellite work centers; zoning guidelines or requirements that promote energy efficient development; infrastructure, such as bike lanes, pathways and pedestrian walkways; and synchronized of traffic signals);
    f. Developing and implementing building codes and inspection services to promote building energy efficiency;
    g. Developing and implementing programs to increase participation and efficiency rates for recycling programs;
    h. Replacing traffic signals and street lighting with energy efficient lighting technologies;

i. Purchasing and implementing technologies to reduce and capture methane and other greenhouse gases generated by landfills or similar sources;
j. Developing, implementing and installing on or in any government building onsite renewable energy technology that generates electricity from renewable resources, such as solar and wind energy, fuel cells and biomass; and
k. Financing energy efficiency, renewable energy and zero-emission transportation (and associated infrastructure), capital investments, projects and programs for leveraging of additional public and private sector funds

3. In accordance with ACCGov's Clean and Renewable Energy Plan, Sustainability Office staff reached out to two Athens-based non-profits that have been actively engaged in and have expertise with weatherization and energy efficiency enhancements for income qualified homeowners. The Sustainability Office also worked closely with staff from the ACCGov Housing and Community Development Department (HCD) during the winter of 2023. The purpose of these contacts was to discuss best avenues for supporting energy efficiency enhancement opportunities in Low and Moderate Income (LMI) communities. Feedback indicated that having funds available to improve the efficiency of building systems and appliances is a high priority.

4. Based on EECBG grant criteria and community organization input, the Sustainability Office, supported by the ACCGov Housing and Community Development Department (HCD), developed a draft Appliance Assistance Initiative (**See Attachment 1**) that would utilize EECBG funds to:
    a. Provide the "next level" of energy efficiency to income-qualified homeowners whose homes have been part of a health and safety renovation and/or a qualified weatherization improvement program;
    b. Replace certain appliances in income-qualified, owner-occupied homes in high energy burdened census tracts; funding may also be used to replace these same appliances in income-qualified owner-occupied homes that meet all other qualifications but fall outside targeted census tracts; and
    c. Provide funding in such a manner as to effectively use 100% of federal funds to enhance community energy efficiency. This would be achieved by providing funding on a reimbursement basis to qualifying non-profit agencies for appliance and installation purposes only, excluding overhead, staff time, grant administration or similar cost.
    d. Upon the direction of the ACCGov Mayor and Commission or should funds remain unspent approximately 10 months after a qualified agency has been notified of the grant award, ACCGov reserves the right to expend these funds on ACCGov facility appliances and related needs. Priority will be given to ACCGov facilities that are located in, near, or primarily serve LMI populations and have older appliances or building energy systems.

5. The Appliance Assistance Initiative may also be used to leverage funds by non-profit agencies. In addition to leveraging grants and donations, as the allowable tax credits and rebates available under the Inflation Reduction Act (aka as Elective or "Direct" Pay) are being clarified, there is a high probability that non-profits purchasing certain energy efficient appliances will be eligible for a direct payment from the Internal Revenue Service. Non-profits will be able to use these funds to further their energy efficiency efforts.

6. The draft Appliance Assistance Initiative meets EECBG eligible activities 2c, d, and k, significantly improving home energy system efficiency for income-qualified homeowners; saving money, lowering energy burden, enhancing home values, and creating a more comfortable and healthier indoor environment.

7. Using federal grant funds as outlined by the draft Appliance Assistance Initiative does not violate the Georgia gratuities law.

8. Sustainability Office staff continues to work with EECBG and ACCGov staff to finalize the Appliance Assistance Initiative in a way that best meets both grant guidelines and local community needs.

9. Utilizing EECBG funds for Low and Moderate Income homeowner energy efficiency enhancement supports the goals of Envision Athens and Comprehensive plans, the M&C FY20 Strategic Commitments and Goals, the 100% Clean and Renewable Energy Goals resolution, and the August 2022 Clean and Renewable Energy Action Plan, Tier I priorities.

10. These recommendations support the following FY20 Mayor and Commission Strategic Commitments:
    - Healthy, Livable, Sustainable Athens-Clarke County
    - Economic Prosperity
    - Safe and Prepared Communities
    - Accountable and Responsive Government

11. These recommendations support the 100% Clean and Renewable Energy Goals resolution, and the August 2022 Clean and Renewable Energy Action Plan, Tier I priorities.

12. These recommendations also support the Athens-Clarke County Mayor and Commission FY23-25 Strategic Plan Goals, Strategies, and Initiatives:
    a. Goal #6.D - Built and Natural Infrastructure, Follow Through on Commitment to 100% Clean and Renewable Energy Resolution
    b. Goal #6.E – Built and Natural Infrastructure, Address Ecosystem Health, Infrastructure Sustainability and Resilience.

OPTIONS:

1. Mayor and Commission:
   a. Authorize staff to apply for the U.S. Department of Energy Energy Efficiency Conservation Block Grant (EECBG); and
   b. If awarded, authorize staff to accept and execute relevant documents.

2. Mayor and Commission decline the opportunity for staff to apply for the EECBG.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION:

Option #1a and 1b

DEPARTMENT:

Prepared by: Mike Wharton



Mike Wharton — Date: 6/27/2023

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Manager — Date: July 11, 2023

ATTACHMENTS:

Attachment 1 - 6.27.2023 - EECBG - Draft Appliance Assistance Initiative Proposal

Energy Efficiency for Low and Moderate Income Homeowners

Draft Appliance Assistance Initiative
June 2023

Overview of Initiative

Administering Agency

The Sustainability Office, supported by ACCGov's Housing and Community Development and Finance Departments

I. Funding Source

Funding for this Initiative is provided by the Department of Energy's Energy Efficiency Conservation Block Grant (EECBG) and as approved by the Athens-Clarke County Unified Government (ACCGov) Mayor and Commission.

Appliance Assistance Initiative **funding is provided on a reimbursement basis** to qualifying agencies.

II. Vision and Goals

The vision of the Appliance Assistance Initiative is to provide the "next level" of energy efficiency to income-qualified homeowners whose homes have been part of a health and safety renovation and/or a qualified weatherization improvement program. The goal of the program is to replace certain appliances that are 12 years old or older with energy efficient units. While the priority for the program is to replace certain appliances in income-qualified owner-occupied homes in high energy burdened census tracts, funding may also be used to replace these same appliances in income-qualified owner-occupied homes that meet all other qualifications but fall outside targeted census tracts. In the event funds are not utilized in a timely manner for the purpose outlined previously, funds can be utilized to improve energy efficiency in ACCGov facilities that are located in or adjacent to identified census tracts or serve income-qualified residents.

This Initiative funds eligible appliance and associated critical infrastructure and **does not** provide funds for overhead, staff time, grant administration or similar costs. The goal is to have 100% of the funds utilized for energy efficiency.

If you are currently or have received CDBG or ARPA funds from ACCGov in the past, you are strongly encouraged to apply.

Requirements and Application Process

III. Appliances Eligible Under this Program

A. Heating and cooling systems, including heat pumps, which are 12 years old or older. Units to be replaced as follows:

1. Replacement equipment must be an electric heat pump with a minimum SEER2 rating of 18.
2. If the home does not have duct work, replacement with a split or mini-split (aka ductless) unit will be considered; replacement unit must have a minimum SEER of 24.
3. Programmable thermostat (if not included with HVAC); Example: Nest, Honeywell.

B. Water Heaters units 12 years old or older. Replacement must be electric and an Energy Star Certified Water Heater or Energy Star tankless hot water system.

C. Gas Stoves* to be replaced with energy efficient electric stoves; cost not to exceed $1,200, including installation.

D. Critical Electric Infrastructure. Adding an electrical sub-panel and associated wiring essential to installation of the replacement appliances is an eligible expense, provided:

1. Existing wiring does not meet code and/or,
2. The existing panel does not have capacity to accommodate the installation.
3. Upgrading or replacement wiring expenses are limited specifically to the amount of installation needed to operate the equipment replaced under this program. To qualify for reimbursement, the application must include a letter from a Certified Electrician attesting to need. The Certified Electrician must have paid the Business Occupation Tax (aka "Business License") in Athens or must be employed by a business that has done so.

E. If additional funding is provided in future years, the minimum energy efficiency level indicated above will be adjusted by ACCGov staff to reflect a level at or above that established by the U.S. Department of Energy or comparable organization.

IV. Who Can Apply

Applicants must be a 501(c)(3) non-profit organization registered with the Georgia Secretary of State's office and providing services in the Athens Community.

V. Criteria and Qualifying Expenses for Reimbursement

Grant Recipients will be reimbursed for qualifying expenses if the target recipient meets the following:

- The target home/recipient is a single-family residence and is occupied by, and is the primary residence of, the owner; AND
- The homeowner is income-qualitied (LMI – 80% or below the Area Medium Income) as defined by the U.S. Department of Housing and Urban Development; AND
- The home where the appliances will be installed is currently included in a program, the process of being weatherized, or has been weatherized, as part of a qualifying non-profit agency's activities after December 31, 2019; AND
- Weatherization is being planned or has been completed in accordance with a Home Energy Assessment as developed through the Georgia Power Company's Home Energy Improvement Program or an energy audit conducted by a qualified professional trained in providing weatherization or home energy assessments; AND
- The homeowner signs a written agreement with the Athens-Clarke County Government* or, at the sole discretion of ACCGov, the non-profit grantee, agreeing to reimburse ACCGov or the non-profit grantee for expenditures should they sell the home less than 6 years from the date of installation. Repayment will be on a pro-rata basis of 20% for each year prior to the end date that the property was sold. This commitment will be in the form a lien on the property or a contract in force for the duration of the agreement; AND
- For HVAC and Hot Water Heaters, the non-profit grantee agrees to provide power bills to ACCGov from the homeowner for the 12 month period before the new equipment installed and for the 12 months after the equipment was installed so ACCGov can track energy savings realized through this granting program. This information will provide vital information to ACCGov's clean and renewable energy community transition goals.
- Selected agencies will need to provide ACCGov with the financial information required by ACCGov for compliance with the reimbursement payment process.
- Selected agencies are encouraged to work with homeowners as it relates to any state or federal energy efficiency rebates.

*The contract will be developed based on the guidelines and requirements outlined in the final version of the *Athens-Clarke County Housing and Community Development Homeowner Rehabilitation Program Guidelines* manual.

VI. Funding Allocation and What Will Be Expected of Grant Recipients

- Selected grantees must complete the necessary process and forms to become an ACCGov vendor.

- Grantees will submit reimbursement requests and supporting expenditure documentation on a monthly basis. Required documentation for reimbursement includes:
    1. Name/Contact information for authorized non-profit representative
    2. Summary of expenses and total of requested amount to be considered for reimbursement.
    3. Dead checks or bank statements verifying payments have been cleared.
    4. Name, Address, contact information of the homeowner
    5. Copy of a home energy assessment conducted by a qualified professional
    6. Clear and readable photo(s) of the appliance to be replaced (as it appears in the home)
    7. Description of appliance to be replaced (manufacture, model, age)
    8. A total of three estimates from qualified installers who have a current ACC Business License or is employed by a business that has a current ACC Business License to meet ACCGov Procurement requirements.
    9. If an electrical sub-panel is needed, three quotes from qualified professionals attesting to the need and cost; include a photo of the existing wiring and an open panel box; the individual or firm selected to conduct the work must have a current ACC Business
    10. A copy of a current ACC Business License from selected appliance and, where applicable, the sub-panel wiring installer.
    11. Clear and readable photo(s) showing the newly installed appliance
    12. Photo(s) clearly displaying the manufacture, model, and serial number of the appliance that was replaced after it has been installed.
    13. Supporting documentation showing that the appliance meets the minimum energy star and/or SEER2 energy efficiency rating.

VII. Non-Qualifying Expenses

An applicant's staff time and overhead are ineligible expenses for this grant. The intent of this program is to provide direct service funding to replace qualifying appliances and, under specific circumstances, provide for the electrical infrastructure (sub-panel) essential for system/appliance installation.

VIII. Application Process

ELIGIBLE APPLICANTS

- Must serve Athens-Clarke County residents
- Public or private non-profit 501(c)(3) agencies
- Faith based organizations (non-religious purposes)
- For-profit agencies assisting with microenterprises
- Institutions of higher learning
- Athens-Clarke County Government departments or other public or quasi-governmental agencies

- Community Based Development Organizations (CBDO)

INELIGIBLE APPLICANTS
- Private individuals
- Individual homeowners or landlords
- Individual businesses
- Religious institutions/churches for religious purposes

TIMELINE
- Publication of Public Notice: (TBD)
- Request for Application Meeting(TBD)
- Application Review Dates: (TBD)
- Award Notification: (TBD)

IX. Grant Awards - How Grant Recipient(s) Will Be Selected

Awards may be granted to a single agency or to multiple qualifying agencies at the sole determination of ACCGov. Qualifying agency applications will be reviewed for the following:

1. Applicant's experience with grants involving federal funding
    - Is this the applicants first experience or has the applicant successfully completed 2 or more
    - Has the applicant received funding through ACCGov or is this the agency's first experience
2. Past grant performance
    - Does the applicant have a history of completing grants on time and submitting required documentation
3. Project Capacity
    - How many projects does the applicant project they can complete within the requisite 10 months?
    - Has the organization completed this many projects of similar size in the past or will this be the largest number attempted?
    - What personnel will be dedicated specifically to getting the home weatherized and the appliances installed and what are the corresponding responsibilities?
4. Project Funding
    - Does the agency currently have dedicated funding to complete the weatherization and subsequent appliance installation? If so, how much?
5. Location Diversity
    - Are the target homes clustered in a focused area of town or are they more dispersed through the community?
6. Programmatic Risk Assessment Review

X. Key Deadlines and Disbursement

This is a reimbursement grant. Reimbursement requests and monthly reports are due the 5th of each month. While efforts will be made to provide reimbursements as quickly as possible, anticipate a 6 – 8 week time period between the last day of the month submission and receipt of payment.

XI. Post Funding Feedback

ACCGov will send a survey will be sent to the homeowner who received the appliances requesting feedback related to their experience with this initiative.

XII. Reserved Rights

Upon the direction of the ACCGov Mayor and Commission or should funds remain unspent 10 months after grantee has been notified of the grant award, ACCGov reserves the right to expend these funds on ACCGov facility appliances and related needs. Priority will be given to ACCGov facilities that are located in, near, or primarily serve LMI populations and have older appliances or building energy systems. ACCGov will take measures to ensure formula grant funds are expended within the EECBG grant cycle while meeting the goals of the EECBG program.

XIII. Extensions

At its sole discretion, ACCGov may, but is not required to, grant an extension of the time needed to expend funds if a grantee encounters unexpected delays that are beyond their control and there remains adequate time in the EECBG cycle to allow for an extension.

XIV. Revisions and Adjustments

ACCGov staff may revise sections and criteria associated with this Initiative to meet EECBG grant goals or funding requirements, meet expenditure deadlines, or to enhance the Initiative's vision, goals, or effectiveness.

Legislative Review Committee
Commission Report

SUBJECT: LRC Report: Digital Signage and Billboards

DATE: June 12, 2023

PURPOSE: This report provides the Mayor and Commission with a recommendation from the Legislative Review Committee regarding digital signage and billboards.

HISTORY:

1. On April 18, 2023, Mayor Girtz assigned to the Legislative Review Committee (LRC) the topic, "Update sign ordinance to consider digital signage and billboards and sending a related recommendation to the Planning Commission."

2. At the June 1, 2023, meeting, the LRC discussed this topic and heard from the Planning Department and Attorney's Office staff regarding the existing billboard and signage requirements by ordinance. Staff advised that, if the Mayor and Commission decided to move forward with allowing digital billboards, the sign ordinance should also be revised to allow digital copy on other/all signage.

   The LRC discussed the matter, and without overwhelming evidence of the need for digital billboards or signage, voted unanimously to pass this topic out of Committee with no action.

RECOMMENDATIONS:

The Legislative Review Committee recommends that the Mayor and Commission "Pass Out with No Action" the review of the sign ordinance to consider digital signage and billboards.

ADDITIONAL INFORMATION/COMMENTS:



Carol Myers, Chair
Legislative Review Committee

July 12, 2023
Date:

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2011, Project 26 - Road & Bridge Improvement/General Intersections - Hawthorne Avenue at Oglethorpe Avenue, Sub-Project #3 Preliminary Plans Approval

DATE: June 28, 2023

BUDGET INFORMATION:

REVENUES:	$	15,210,732	SPLOST 2011, Project 26 (All Tiers)
	$	524,444	Revenue Variance
	$	800,000	Grants
	$	16,535,176	Total Revenues for SPLOST 2011, Project 26
EXPENSES:	$	14,384,295	Encumbered or Expensed
	$	7,144	Designated for Public Art
	$	239,172	Designated Bridge Improvements
	$	198,565	Designated Chase Street TAP Grant Matching Funds
	$	1,706,000	Total available for Hawthorne Ave and Oglethorpe Ave Intersection Improvements

FUNDING SOURCE: SPLOST 2011 Project 26 – Road & Bridge Improvements

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that Mayor and Commission:

a. Approve Preliminary Construction Plans for Hawthorne Avenue at Oglethorpe Avenue Intersection Improvement (**Attachment #1**);
b. Authorize staff to acquire the necessary right-of-way and easements, prepare Final Construction Plans, and subsequently enter into the bid phase for this project;
c. Authorize the Mayor and appropriate staff to execute any necessary utility relocation agreements and all other project related documents.

HISTORY:

1. Since 1992, the Unified Government of Athens-Clarke County (ACCGov) has delivered intersection improvement projects as identified by staff, public, MACORTS plans, and other sources.

2. On November 2, 2010, ACC citizens approved the SPLOST 2011 Program Referendum which included Road and Bridge Improvements (SPLOST 2011, Project 26).

3. In October 2017, Transportation & Public Works (T&PW) staff began work on a comprehensive Intersection Improvement Program to better identify and prioritize intersection improvement projects.

4. From March 21 to June 28, 2018, T&PW staff gathered crash and volume data for 31 high priority intersections as identified by GDOT, MACORTS, and T&PW staff.

5. On July 11, 2018, MACORTS Policy Committee approved the addition of a county-wide Local Intersection Improvement Program as part of the Transportation Improvement Plan (TIP).

6. On August 14, 2018, T&PW staff brought forward the completed Intersection Improvement Program during the August Mayor and Commission (M&C) Work Session.

7. On October 2, 2018, M&C adopted the Intersection Improvement Program Ranking Matrix, which included Hawthorne Avenue at Oglethorpe Avenue as the top-rated project in need of improvement (**Attachment #2**).

8. On June 24, 2019, the SPLOST Citizens Oversight Committee met and was presented the proposed project concept for Project 26, Roadway and Bridge Improvements. There was not a quorum present, but of those in attendance, there was unanimous agreement that the proposed concept was in compliance with the Initial Project Statement of SPLOST 2011, Project 26.

9. On July 2, 2019, M&C approved Hawthorne Avenue at Oglethorpe Avenue intersection improvement concept plans with a commission defined option that directed staff to coordinate installation of sidewalk within Bishop Park. https://www.youtube.com/watch?list=PLeQe7ilDuV5IVL88jXlJvEr6EQ0kzw6QF&v=1pyqNkK8fis

10. On February 11, 2020, ACCGov issued a Purchase Order to on-call design firm, Alfred Benesch & Company, to develop proposed Intersection Improvement concept plans for Hawthorne Avenue and Oglethorpe Avenue intersection (SP#3).

11. On April 22, 2021, T&PW staff contacted impacted property owners and tenants and provided project information along with the Hawthorne Avenue at Oglethorpe Avenue Intersection Improvement Plans.

12. On June 22, 2021, Athens in Motion Commission (AiMC) reviewed the Hawthorne Avenue at Oglethorpe Avenue Intersection Improvements Plans, and voted unanimously recommending improvements to move forward per ACCGov Capital Improvement Process https://www.youtube.com/watch?v=VYacGUVQxss.

13. On July 1, 2021, the Athens Cultural Affairs Commission (ACAC), in accordance with Athens-Clarke County Code Ordinance Section 1, Title I, Chapter 1-25-6, Additional Funding for Public Art, offered a recommendation to the SPLOST office and M&C recommending SPLOST 2011 Project 26 suitable for public art (**Attachment #3**).

14. On August 3, 2021, M&C expressed concerns with how the proposed project would tie into the future anticipated roadway diet by 3-laning the 4-lane roadway on Hawthorne Ave (From Oglethorpe Ave to Prince Ave), and voted unanimously to table the preliminary engineering plans approval agenda until uncertain date.

15. On November 12, 2021, T&PW issued a change order to existing preliminary engineering & design task with on-call design consultant Benesch and sub-consultant Tool Design Group to provide analysis and recommendations for a potential road diet along Hawthorne Avenue from Oglethorpe Ave to Prince Avenue to provide a multimodal corridor and to show how it overlaps with the current proposed project.

16. On On May 18, 2022, on-call consultant Benesch provided a project memo with multiple alternatives for roadway configurations that was shared with staff and AiMC (Attachment #4) for review and comments (see Facts & Issue No 9).

17. On May 24, 2022, AiMC reviewed Benesch's project memo dated May 18, 2022, and recommended to move forward on exploring concepts with the consultant to add bike lanes along Oglethorpe Ave (from Prince Ave to Mitchell Bridge Rd), including the intersection of Oglethorpe Ave and Hawthorne Ave, in order to connect existing bike lanes that currently end near Sunset Drive and start back up near the ACC Fire Station #4, while making efforts to ensure minimal impact to surrounding businesses.

18. On May 25, 2022, and per request from Commissioner Denson, T&PW staff provided a brief update on the Hawthorne Ave and Oglethorpe Ave Intersection Improvement project. Additional information was provided in T&PW Memo to Manager Blaine Williams on September 27, 2022 (History No.22 & **Attachment #5**).

19. On June 7, 2022, M&C approved the newly revised Complete Street Policy presented by T&PW and championed by AIMC and the T&PW Bike Ped Coordinator.

20. On July 12, 2022, T&PW issued a second change order to existing preliminary engineering & design task with on-call design consultant Benesch and Sub-consultant Tool Design Group to incorporate bicycle lanes on Oglethorpe Ave and other minor modifications based on the design consultant memo (History #X).

21. On July 27, 2022, T&PW staff reviewed schematics for bicycle lanes on Oglethorpe Ave and determined to move forward with preliminary engineering and design including bicycle facilities on Hawthorne Ave and within the limits of the project.

22. On September 27, 2022, T&PW staff sent a Memo to Manager Blaine Williams with updates on the Preliminary Engineering Plans Progress and next steps (**Attachment #5**).

23. On October 4, 2023, M&C authorized T&PW staff to submit a 2023 Reconnecting Communities Action Plan (RCAP) Grant Application to the USDOT to fund the planning phase activities for the Hawthorne Ave from W. Broad St to Prince Ave and Oglethorpe Ave from Prince Ave to Loop 10 corridors.

24. On February 28, 2023, T&PW staff learned the USDOT had published the awarded applications, and ACCGov was not among the awarded 2023 RCAP Grant applications.

25. On March 7, 2023, M&C authorized staff to submit 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application for Hawthorne Ave from W. Broad St to Prince Ave.

26. On June 7, 2023, T&PW and the design team hosted an impacted property owners' meeting at Bishop Park, 705 Sunset Drive, and presented the proposed Hawthorne Ave and Oglethorpe Ave Intersection Improvement project's details, timeline, and impact to property.

27. On June 27, 2023, the USDOT announced the awarded 2023 RAISE Grant Applications and the ACCGov application for Hawthorne Ave and Oglethorpe Ave Intersection Improvements were not among the awarded list.

FACTS & ISSUES:

1. The initial SPLOST 2011 Project Statement for **Project 26, Road & Bridge Improvements**, reads as follows:

   The Road and Bridge Improvement and Replacement program will provide continuation of roadway and intersection improvements that are identified in the Long-Range Transportation Plan and the Transportation Improvement Program. Improvements include road widening and/or realignment, sight distance improvements, pedestrian and bicycle lane improvements, construction of additional through and turn lanes, new signalization, improved alignment of cross streets, various bridge and bridge culvert improvements and repairs, and resurfacing and preventive maintenance of roadways as necessary to preserve and extend the life of existing roadways. Project expenses may be used as a local funding match to leverage state and federal transportation improvement grants.

2. The following criteria were used to develop the Intersection Improvement Program Ranking Matrix (**Attachment #2**):
   - Safety and Crash Rate: combines crash severity index and Highway Safety Manual data to create normalized crash rates per million vehicle miles entering the intersection
   - Current Level of Service and Highway Sufficiency Rating: Uses the Highway Capacity Manual to grade each intersection's level of service

- Current and Future Volume to Capacity Ratios: measures capacity of a facility against current and projected volumes
- Inclusion in MACORTS Plans: projects identified as regional priorities by the Metropolitan Planning Organization
- Active Transportation: included within primary network of the Bike/Ped Master Plan
- Transit Network: intersection is on one or more ACC Bus Routes
- Economic Impact: increased score if location is within HCD Opportunity Zone, area targeted for redevelopment per Economic Development, or adjacent to primarily commercial properties

3. According to the Ranking Matrix, the following intersections have been identified as the ten highest rated in Athens-Clarke County (with current progress noted):
   - Oglethorpe Avenue at Hawthorne Avenue - (Preliminary Engineering & Design Phase)
   - SR10 Loop (Inner) at Chase Street - (Concept Development Phase)
   - Tallassee Road at Mitchell Bridge Road - (Concept Development Phase)
   - Hawthorne Avenue at Old Epps Bridge Road
   - Alps Road at Baxter Street
   - Lumpkin Street at West Lake Drive
   - North Avenue at MLK Jr Parkway
   - Timothy Road at US 441 Highway
   - College Station Road at Barnett Shoals Road
   - SR10 Loop (Inner) at College Station Road

4. The intersection of Hawthorne Avenue and Oglethorpe Avenue was rated as the intersection most in need of improvement. Over the most recent five years, the intersection accounted for 151 total crashes with 60 resulting in injuries.

5. The intersection of Hawthorne Avenue and Oglethorpe Avenue operates at a Level of Service (LOS) C during the peak hours. LOS is a measure of traffic delay with LOS A correlating to no travel impacts from congestion and LOS F correlating to compounding queues. LOS C typically represents acceptable delays during peak hour conditions.

6. The operational safety improvements at the intersection of Hawthorne Avenue and Oglethorpe Avenue, as shown in **Attachment #1**, includes the following:
   a. Rebuilding the intersection to include flashing yellow arrow signal heads for the left turn movements and backplates on all signal heads to improve visibility;
   b. Eliminating wide turns to reduce right turn traffic speeds on the northbound turn lanes;
   c. Installation and replacement of sidewalks within the limits of the project;
   d. Permissive left turn prohibitions on movements with high crash experience during peak hour traffic;
   e. Restriping the pavement to improve sight distance for the northbound and southbound lanes; and

f. Restriping the pavement to include one receiving lane for northbound traffic and creating a short two-way left turn lane to accommodate midblock left turns into the YMCA and other driveways along Hawthorne Avenue just north of Oglethorpe Avenue.
g. Add 5 feet bicycle lanes on Oglethorpe Ave, within the projects limits while maintaining minimal property impacts.

7. Impacted property and business owners (tenants) have expressed to T&PW staff support of the proposed operational improvements to the Hawthorne Avenue and Oglethorpe Avenue Intersection Improvements project, as shown on **Attachment #1**.

8. The ACAC met and reviewed the Hawthorne Avenue and Oglethorpe Avenue Intersection Improvements project and advised that this project is appropriate for public art (History #13). The public art budget is $7,144, which is 1% of the construction cost estimate for the Hawthorne Avenue and Oglethorpe Avenue Intersection Improvements project in the amount of $714,400.

9. Per direction from M&C, the consultant design team along with T&PW staff has generated multiple alternatives for roadway diet on Hawthorne Ave, from Oglethorpe Ave to Prince Ave, (History No. 16) reducing the 4-lane roadway to 3 lane roadway with enhanced bike and pedestrian facilities. The design team has confirmed that future roadway diet and improvements, despite type of facility chosen for future roadway diet, will have minimum impact to proposed intersection improvements (See **Attachment #4**).

10. Based on T&PW staff's briefing with USDOT representative, following the announcement of the RCAP Grant application by USDOT (History No. 24), ACCGov's RCAP and RAISE Grants for Hawthorne Ave and Oglethorpe Ave stood a good chance to be awarded. T&PW staff were encouraged to resubmit for the FY 2023 Reconnecting Communities application.

11. The estimated cost for the Hawthorne Avenue and Oglethorpe Avenue Intersection Improvements project is $1,706,000 and includes $418,000 in construction expenses, $150,000 in right-of-way expenses, $69,000 in utilities relocation costs, and $69,000 in final engineering & design phase expenses.

12. If approved, staff will proceed with Final Plans and Bid & Award phase utilizing the on-call consultant, Alfred Benesch & Company as shown below:

Main Remaining Task	Begin	End	Duration (Months)
Final Design & ROW acquisition	August 2023	December 2023	5
Bid-Award	January 2024	March 2024	3
Construction	April 2024	January 2025	10

13. These recommendations support the following Mayor and Commission Strategic Plan Goal & Strategy:

- Safely Move Around Athens, Strategy A: *Improve, expand and maintain sidewalks, shared-use paths, and bike facilities to provide greater opportunities for residents to use active transportation safely.*

OPTIONS:

1. Mayor and Commission:
   a. Approve Preliminary Construction Plans for Hawthorne Avenue at Oglethorpe Avenue Intersection Improvement (**Attachment #1**);
   b. Authorize staff to acquire the necessary right-of-way and easements, prepare Final Construction Plans, and subsequently enter into the bid phase for this project;
   c. Authorize the Mayor and appropriate staff to execute any necessary utility relocation agreements and all other project related documents.

2. Mayor and Commission deny approval of Preliminary Construction Plans and deny authorization to acquire right-of-way and easements, prepare Final Construction Plans, and enter into the bid phase for this project.

3. Mayor and Commission defined option.

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

DEPARTMENT: Transportation & Public Works
Prepared by: Rani Katreeb, PE, Assistant Director

Stephen Bailey
Director

June 28, 2023
Date:

ADMINISTRATIVE COMMENTS:

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

Manager

July 11, 2023
Date:

ATTACHMENTS:

Attachment #1: Preliminary Plans
Attachment #2: Intersection Improvement Program Matrix
Attachment #3: ACAC SPLOST 2011 #26 Recommendations
Attachment #4: Consultant Memo
Attachment #5: T&PW Memo to Manager

Attachment #1



LEGEND:

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

benesch
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www.benesch.com

REVISION BLOCK

REV. NO.	DATE	DESCRIPTION
0001	9/29/2022	ADDED BIKE INTERSECTION STRIPING

ATHENS-CLARKE COUNTY, GA

SHEET TITLE: RIGHT OF WAY PLANS OVERVIEW

PROJECT NAME: HAWTHORNE & OGLETHORPE INTERSECTION IMPROVEMENT TPW# 6340

SCALE: 50 0 50 IN FEET

PROJECT INFORMATION

JOB NO:	19019004
DRAWN BY:	BB
CHECKED BY:	EH
DRAWING FILE:	19019004E.DWG
DRAWING SCALE:	1" = 50'
ORIGINAL RELEASE DATE:	JUNE 7, 2023

Sheet: 60-0001

Intersection Evaluations Report

Total Score	Intersection ID	Safety Score	LOS Score	Current V/C Score	Future V/C Score	Tip/LRTP Score	Active Transport Score	Transit Score	Econ Score
94.0	Oglethorpe Ave,Hawthorne Ave	40.0	9	7.5	7.5	5	10	10	5
87.0	Entrance Ramp,Exit Ramp,N Chase St (Inner Loop)	40.0	12	7.5	7.5	0	10	10	0
73.1	Estelle Ave,Mitchell Bridge Rd,Tallassee Rd	34.1	9	0	0	5	10	10	5
73.0	Old Epps Bridge Rd,Hawthorne Ave	40.0	3	0	0	5	10	10	5
71.0	Alps Rd,Baxter St	40.0	6	0	0	0	10	10	5
61.5	North Ave,Dr MLK Jr Pkwy	30.5	6	0	0	0	10	10	5
59.7	Timothy Rd,US 441 Hwy (North)	36.7	3	0	0	0	10	10	0
59.6	West Lake Dr,S Lumpkin St	4.6	15	7.5	7.5	5	10	10	0
54.6	Barnett Shoals Rd,College Station Rd	21.1	6	0	7.5	0	10	10	0
49.1	Riverbend Rd,S Milledge Ave	20.1	9	0	0	0	10	10	0

Total Score	Intersection ID	Safety Score	LOS Score	Current V/C Score	Future V/C Score	Tip/LRTP Score	Active Transport Score	Transit Score	Econ Score
48.9	E Dougherty St,College Ave	20.9	3	0	0	0	10	10	5
47.7	Entrance Ramp,Exit Ramp,College Station Rd (Inner Loop)	6.2	9	0	7.5	5	10	10	0
46.8	S Lumpkin St,S Milledge Ave	18.8	3	0	0	0	10	10	5
46.6	E Broad St,Foundry St	21.1	3	7.5	0	0	0	10	5
46.2	Entrance Ramp,Exit Ramp,College Station Rd (Outer Loop)	9.7	9	0	7.5	0	10	10	0
45.0	Rowe Rd,N Chase St	5.0	15	0	0	0	10	10	5
45.0	W Hancock Ave,W Broad St	16.5	6	0	7.5	0	0	10	5
44.5	College Station Rd,E Campus Rd	8.0	9	0	7.5	0	10	10	0
40.1	Athena Dr,Old Hull Rd	12.1	3	0	0	0	10	10	5
38.3	College Ave,Ruth St,Dr MLK Jr Pkwy	20.3	3	0	0	0	10	0	5
36.9	River Rd,College Station Rd	13.9	3	0	0	0	10	10	0

Total Score	Intersection ID	Safety Score	LOS Score	Current V/C Score	Future V/C Score	Tip/LRTP Score	Active Transport Score	Transit Score	Econ Score
35.4	N Thomas St,E Hancock Ave	17.4	3	0	0	0	0	10	5
33.5	Entrance Ramp,Exit Ramp,N Chase St (Outer Loop)	10.5	3	0	0	0	10	10	0
33.4	N Thomas St,E Strong St	15.4	3	0	0	0	0	10	5
33.1	College Station Rd,Riverbend Rd	5.1	3	0	0	5	10	10	0
32.8	Barnett Shoals Rd,Whitehall Rd	19.8	3	0	0	0	10	0	0
32.6	Whit Davis Rd,Cedar Shoals Dr	6.6	6	0	0	0	10	10	0
31.5	College Ave,Cleveland Ave	13.5	3	0	0	0	10	0	5
30.8	Lavender Rd,Tallassee Rd	12.8	3	0	0	5	10	0	0
26.1	Oneta St,N Chase St	3.1	3	0	0	0	10	10	0
18.3	Moores Grove Rd,Athens Rd,Cherokee Rd	0.3	3	0	0	0	10	0	5

Attachment #3

ATHENS
Cultural
Affairs
COMMISSION

July 1, 2021

To SPLOST, Mayor & Commission,

The Athens Cultural Affairs Commission (ACAC) met, discussed, and voted that SPLOST 2011 Project #26 is suitable for public art.

Sincerely,

Andrew Salinas
Athens Cultural Affairs Commission, Chairperson

Attachment #4

Alfred Benesch & Company
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Meeting Minutes

Project Name:	Hawthorne & Oglethorpe Intersection
Benesch Project Number:	19019004.00
Date of Meeting:	5/18/22
Time of Meeting:	3:00 PM
Meeting Location:	Virtual Video Conference
Regarding:	Hawthorne Road Diet & Oglethorpe Bicycle Lanes

Meeting Invitees:

	Name	Office
☒	Rani Katreeb	ACC T&PW – Assistant Director
☒	Daniel Sizemore	ACC T&PW – Bicycle, Pedestrian & Safety Coordinator
☒	Erik Hammarlund	Benesch – Project Manager
☒	Bob Baisden	Benesch – Senior Engineer
☒	Brandon Brewer	Benesch – Lead Engineer

1) **Project Overview:** Erik provided an overview of the work that had been completed by KHA and TDG. KHA has provided traffic analysis for implementation of a road diet along the Hawthorne corridor between Oglethorpe and Prince. Results of that traffic analysis concluded that a road diet could be implemented (reducing 4 travel lanes to 3 travel lanes) but there would be a noticeable reduction in Level of Service specifically during the PM peak hours. Full results of the traffic analysis are included in the attached technical memorandum from KHA. TDG provided 5 alternatives for implementation of bicycle facilities along this section of Hawthorne. The 5 alternatives included a decision matrix and typical sections for comparison. Additionally, sketches of the alternatives were prepared to show potential impact at Hawthorne/Oglethorpe intersection. The decision matrix/typical sections/sketches have been attached.

2) **General Discussion:** The meeting discussion addressed three (3) separate considerations relating to how the current Hawthorne & Oglethorpe intersection design accommodates pedestrian and bicycle potential improvements within this area of Athens. The current preliminary plan attached for reference.

   a. **Consideration #1- Pedestrians:** The current intersection design will greatly improve pedestrian access throughout the intersection. Sidewalk widths and buffers, shorter crosswalk lengths, and improved driveway crossings (ADA standards) will enhance safety for pedestrians. Rani noted that preliminary plan review comments to adjust crosswalk geometry closer to 90 degrees could further reduce crossing length. Erik noted that final plan efforts would make these crosswalk adjustments.

   b. **Consideration #2 – Hawthorne Road Diet:** The current intersection design does not prohibit any future design plans along the Hawthorne corridor. Road diets, multi-use paths, separated bicycle facilities, and wider sidewalks could all be accommodated into the intersection. Rani

noted that the Hawthorne corridor was a high priority for Athens but there are currently no plans or budgets for improvements along this corridor.

c. **Consideration #3 – Oglethorpe Bicycle Lanes:** Bicycle facilities (lanes) were not identified as a priority when the project was first initiated due to anticipated additional ROW impact, utility relocation, and budget concerns. The intersection design proceeded through preliminary plans without bicycle lanes. Now, with consideration for the new Complete Streets Policy and the existing bicycle lanes on Oglethorpe to the east and to the west, ACC would like to revisit the bicycle lane alternatives. Erik stated that the consultant design team can review the current design and identify the additional right-of-way impacts, utility relocations, and construction costs to implement bicycle lanes within the project limits. Erik also noted that this work will require a scope supplemental to the current contract. Rani and Daniel stated that they would follow up with the AIM Commission and M&C to confirm the desire to revisit the project design criteria for bicycle facilities. Rani further noted that there may be an opportunity to leverage other funding sources to accommodate the addition of bicycle lanes.

3) **Action Items:**

a. The Consultant Design Team will provide a fee proposal for identifying the impact to the overall project cost if bicycle lanes are to be included. This will include an estimate of additional design fees, additional right-of-way costs, additional utility impacts/relocations, and additional construction costs.

b. ACC staff will coordinate AIM Commission and M&C for direction on the inclusion of bicycle lanes into the project limits.

c. Per ACC direction, the Consultant Design Team will revise the current layouts for right-of-way, utility, and construction cost estimates.

d. ACC staff will present updated layouts and cost estimates to AIM Commission and M&C for final directives.

MEMORANDUM

To: Stephen Bailey, Director
Athens-Clarke County

From: John Walker, P.E., PTOE
Olivia Zuvanich, E.I.
Kimley-Horn and Associates, Inc.

Date: February 28, 2022

RE: ***Traffic Engineering Memo – Road Diet***
Hawthorne Avenue from Oglethorpe Avenue to Prince Avenue (SR 15)

Kimley-Horn and Associates, Inc. is pleased to provide this memorandum regarding the anticipated road diet/traffic capacity analysis for the approximate 0.75-mile segment of Hawthorne Avenue from Oglethorpe Avenue to Prince Avenue (SR 15) in Athens-Clarke County, Georgia. The purpose of this memo is to determine the feasibility of converting the existing four-lane, undivided roadway (two lanes northbound and two lanes southbound) to a reduced three-lane section (one lane northbound and one lane southbound with a center Two-Way Left-Turn Lane (TWLTL) and designated bike lanes) along Hawthorne Avenue from Oglethorpe Avenue to Prince Avenue (SR 15). The intent of the road diet is to provide a corridor that is more conducive to pedestrians and bicyclists along the corridor. Note: Hawthorne Avenue, south of Oglethorpe Avenue, is currently a three-lane section.

This memo will summarize the analyses of the following three (3) scenarios during the AM, Mid-day (MD) and PM peak hours:

1. Estimated 2021 Traffic Conditions
2. Horizon Year 2033 No-Build Traffic Conditions (Existing laneage)
3. Horizon Year 2033 Build Traffic Conditions (Road Diet)

TRAFFIC DATA COLLECTION

Within the limits of this memo, this segment of Hawthorne Avenue, a minor arterial with a posted speed limit of 35 MPH, is maintained by Athens-Clarke County (meaning it is not a GDOT state route). GDOT counts (GDOT count station 059-0376) taken south of Prince Avenue (SR 15) indicate an average daily traffic (ADT) of approximately 15,700 vehicles per day in August 2019 (prior to COVID-19 impacts on traffic). Kimley-Horn collected counts at the same location in November 2021. The raw, unadjusted collected counts indicate an ADT of approximately 14,800 vehicles per day. **Figure 4** illustrates the project location and corridor study limits.

Vehicle and bicycle peak hour turning movement counts were performed on November 30, 2021 for the following study intersections:

1. Hawthorne Avenue at Oglethorpe Avenue (signalized)
2. Hawthorne Avenue at Hawthorne Park (signalized)
3. Hawthorne Avenue at Prince Avenue (SR 15) (signalized)

The peak hours for each intersection are listed below in **Table 1**.

Table 1: Intersection Peak Hours			
Intersection	**AM Peak Hour**	**MD Peak Hour**	**PM Peak Hour**
1. Hawthorne Avenue at Oglethorpe Avenue	8:00 – 9:00	12:00 – 1:00	4:30 – 5:30
2. Hawthorne Avenue at Hawthorne Park	7:45 – 8:45	12:00 – 1:00	4:15 – 5:15
3. Hawthorne Avenue at Prince Avenue (SR 15)	7:30 – 8:30	11:30 – 12:30	4:45 – 5:45

Additionally, **Figure 5** summarizes the 13-hour pedestrian and bike count data that was collected along Hawthorne Avenue at the following two (2) locations:

1. Main YMCA Entrance
2. Bell's near transit Stop ID 10182 (955 Hawthorne Avenue) and Stop ID 10522 (Hawthorne Medical Center IB)

Note: there are no existing crosswalks, protected bike facilities, or protected pedestrian facilities at either location.

The intent of the road diet is to provide a corridor that is more conducive to pedestrians and bicyclists along the corridor. This comprehensive data was collected in order to capture pedestrians or bicyclists that travel along or that cross Hawthorne Avenue. **Figure 5** illustrates the count locations and data.

ANALYSIS ASSUMPTIONS

COVID-19 Adjustment

Due to COVID-19's impact on traffic, historical data was used to develop the Estimated 2021 traffic conditions. Average Daily Traffic (ADT) volumes collected in 2021 and Annual Average Daily Traffic (AADT) volumes from GDOT's Traffic Analysis & Data Application (TADA) were used to compare typical traffic volumes in the vicinity of the project site. The volume comparison between Kimley-Horn collected data and GDOT Count Station 059-0376 is shown in **Figure 1**

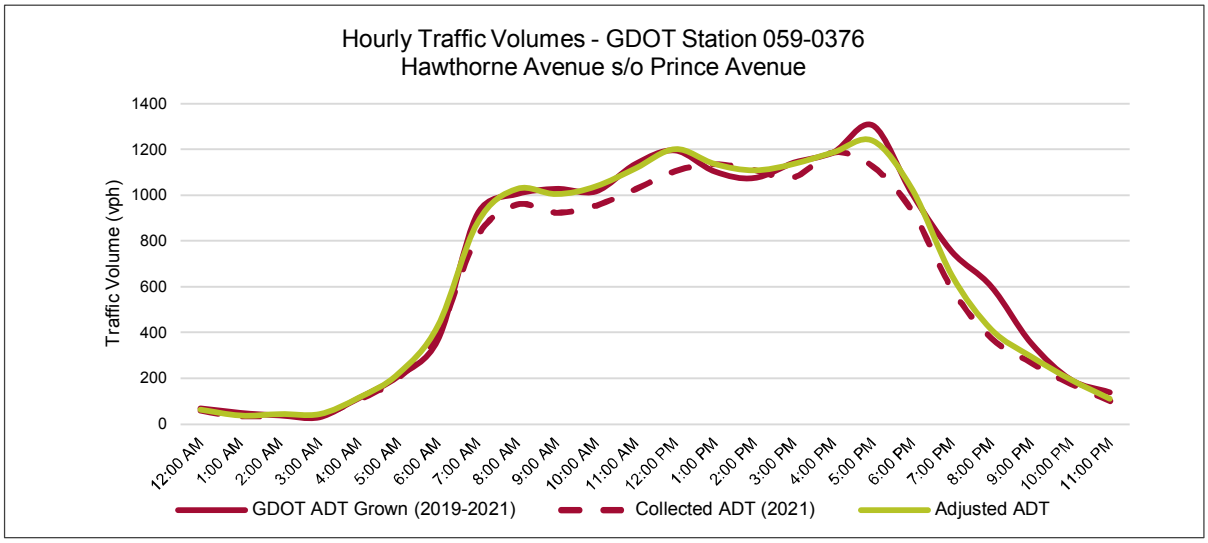


Figure 1: Hawthorne Avenue Volume Comparison

The COVID-19 adjustment calculations are shown in a tabular format in **Table 2**.

Table 2: COVID-19 Adjustment Calculations						
	GDOT (2019)	**GDOT (2021)***	**KHA (2021)**	**Volume Difference**	**Percent**	**Factor**
Daily	15,700	16,100	14,800	-1,300	-8%	1.09
AM	1,009	1,029	960	-69	-7%	1.07
MD	1,174	1,198	1,137	-61	-5%	1.05
PM	1,281	1,307	1,188	-119	-9%	1.10

*GDOT 2021 reflects the calculated GDOT 2019 ADT data grown at 1.0% per year for two (2) years.

Background Growth

Traffic volumes for future conditions are proposed to be based on annual traffic growth and population growth estimates. The growth rate for the area was calculated using historical traffic count data obtained from GDOT's Traffic Analysis and Data Application (TADA) database along the study roadway network, as well as population estimates from the U.S. Census Bureau for Athens-Clarke County and the Governor's Office of Planning and Budget for Athens-Clarke County.

Based on the results of this analysis, a background growth rate of 0.75% was used to project traffic to Horizon Year 2033 conditions. Horizon Year 2033 No-Build conditions are illustrated in **Figure 6**.

CAPACITY ANALYSES

Intersection Level-of-Service (LOS) Analysis

Level-of-service (LOS) determinations were made for the weekday AM and PM peak hours for the study intersection using *Synchro, Version 11.* The program uses methodologies contained in the *Highway Capacity Manual, 6th Edition* to determine the operating characteristics of an intersection. Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions.

LOS is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions of a traffic stream. The *Highway Capacity Manual* defines six levels of service, LOS A through LOS F, with A being the best and F the worst.

LOS for signalized intersections are reported for the intersection as a whole. One or more movements at an intersection may experience a low level-of-service, while the intersection as a whole may operate acceptably.

The results of the LOS analysis for the Existing and Proposed (3-Lane with TWLTL) laneage conditions for the AM, MD, and PM peak hours are summarized for the in **Table 3**. The *Synchro* analysis reports are available upon request.

Table 3: Intersection LOS Summary
LOS (Delay in Seconds)

Intersection	Approach	Estimated 2021			Horizon Year 2033 No-Build (4-Lane Undivided)			Horizon Year 2033 Build (3-Lane with TWLTL)		
		AM Peak	MD Peak	PM Peak	AM Peak	MD Peak	PM Peak	AM Peak	MD Peak	PM Peak
1. Hawthorne Avenue at Oglethorpe Avenue*	Overall	B (17.3)	B (19.2)	C (30.7)	C (20.1)	C (20.1)	D (35.0)	C (20.1)	C (20.1)	D (35.0)
2. Hawthorne Avenue at Hawthorne Park	Overall	A (4.5)	A (6.3)	A (8.3)	A (4.8)	A (6.5)	A (8.8)	A (8.4)	A (8.4)	B (12.5)
3. Hawthorne Avenue at Prince Avenue (SR 15)*	Overall	C (28.7)	C (28.4)	C (34.9)	C (30.9)	C (30.9)	D (41.5)	C (30.9)	C (30.9)	D (41.5)

TWLTL=Two-Way Left-Turn Lane
*Note: At each endpoint for the corridor (Intersections 1 and 3), the laneage is not changing between no-build and build. At Intersection 2, the laneage does change with the proposed road diet. From **Table 3**, the intersection continues to operate an acceptable LOS.

As shown in **Table 3**, the analysis indicates that the study intersections currently operate at an acceptable overall LOS during the AM, MD, and PM peak hours under Estimated 2021 and projected Horizon Year 2033 existing laneage (4-Lane Undivided) conditions.

Under proposed laneage (3-Lane with TWLTL) conditions, the study intersections are projected to continue operating at an overall acceptable level-of-service during the AM, MD, and PM peak hours.

Segment LOS Analysis

Roadway segments can be rated for operational effectiveness in terms of volume-to-capacity. This defines whether a roadway segment is currently below capacity and can handle additional traffic, or if the roadway segment is over capacity and approaching unstable flow. The capacity of a roadway can vary depending on the prevailing roadway and traffic control conditions.

For the purposes of this traffic engineering study, approximate volume thresholds and LOS, based on industry standards, were used to project Horizon Year 2033 segment performance, daily and hourly, under No-Build (4-Lane Undivided) and Build (3-Lane with TWLTL) conditions.

Table 4 summarizes the total daily volume and LOS for the roadway segment under Horizon Year 2033 No-Build and Build conditions. Note: the total daily volume is the same between future conditions while the potential roadway capacity is different, due to changes in roadway laneage and geometry.

Table 4: Roadway Segment Daily Capacity Summary
Horizon Year 2033 Daily Volume (LOS)

Roadway Segment	Daily Volume	Horizon Year 2033 No-Build (4-Lane Undivided)	Horizon Year 2033 Build (3-Lane with TWLTL)
Hawthorne Avenue *From Oglethorpe Avenue to Prince Avenue (SR 15)*	19,054	LOS D	LOS F*

PM peak hour, see **Figure 3.*

Figure 2 illustrates the projected Horizon Year 2033 No-Build hourly roadway volume with the capacity thresholds and LOS included.

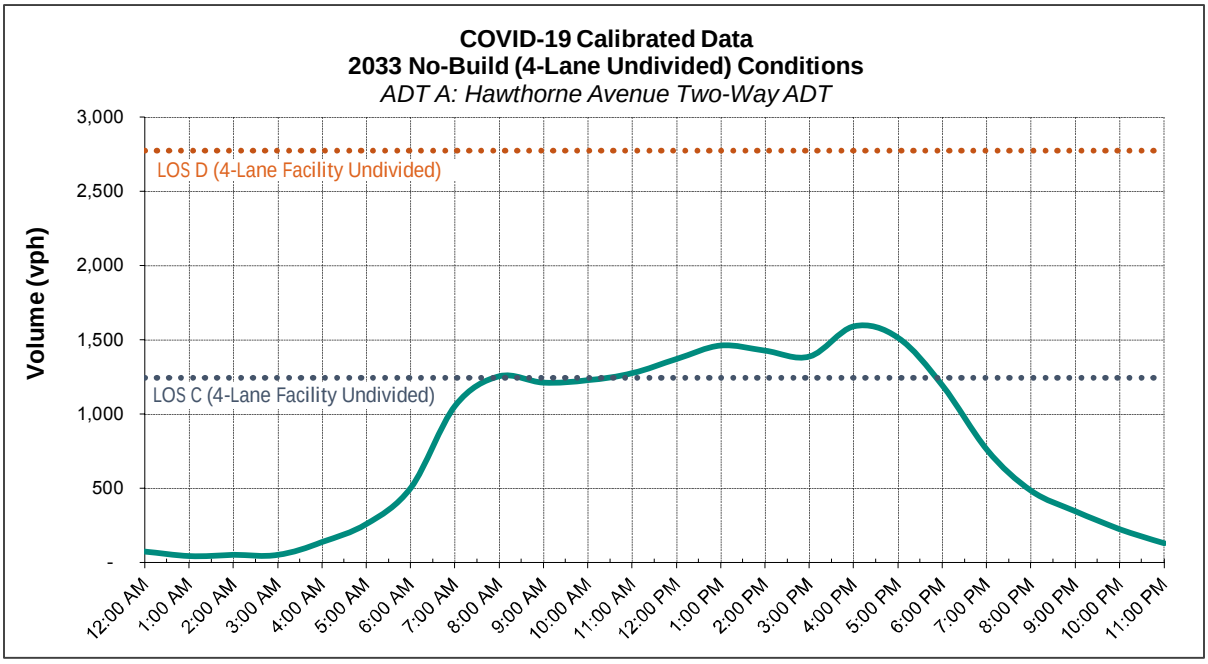


Figure 2: Horizon Year 2033 No-Build (4-Lane Undivided) Hourly Segment Capacity

Similarly, **Figure 3** illustrates the projected Horizon Year 2033 Build (Road Diet) hourly roadway volume with the capacity thresholds and LOS included.

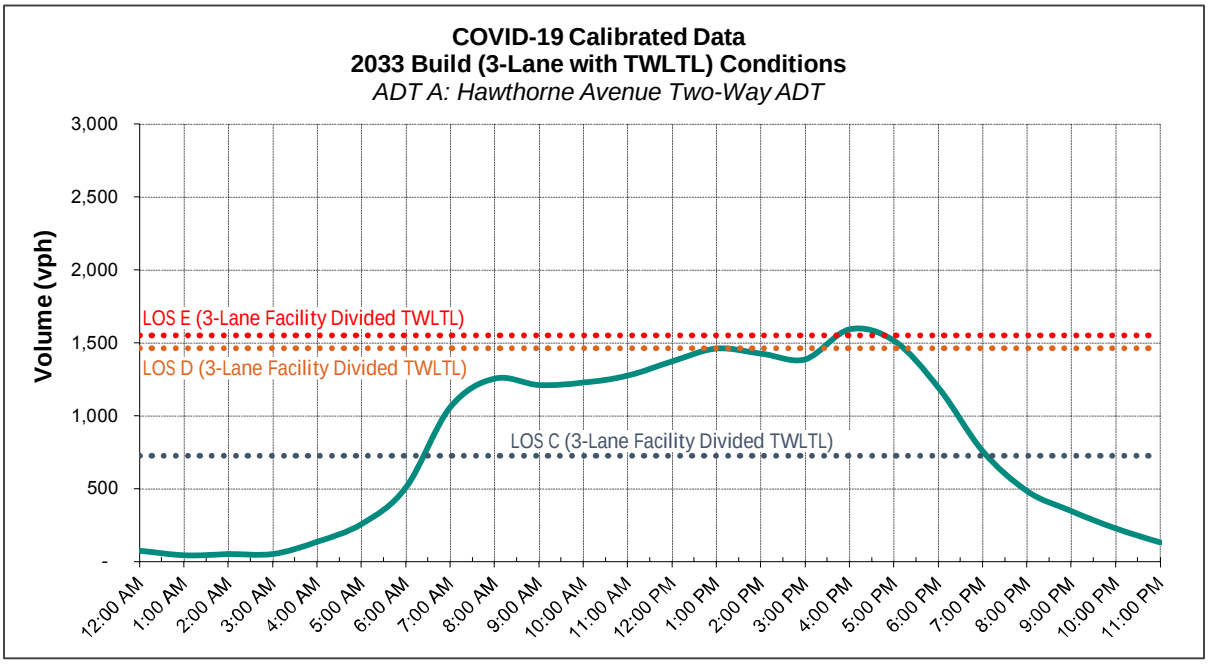


Figure 3: Horizon Year 2033 Build (3-Lane with TWLTL) Hourly Segment Capacity

ADDITIONAL CONSIDERATIONS

As Hawthorne Avenue is being considered for a road diet, it is possible to consider an intersection road diet at the Hawthorne Avenue at Prince Avenue (SR 15) intersection (Intersection 3). For example, the south leg (Hawthorne Avenue) is currently 6 lanes (2 departure lanes and 4 approach lanes). The following additional considerations provide level-of-service information on a possible road diet that considers a reduction from 6-lanes to 5-lanes.

It is important to note that these changes affect Prince Avenue (SR 15), an on-system state route, and would require coordination with GDOT prior to implementation.

The analysis for the Horizon Year 2033 Build Improved laneage conditions included the following:

- Single Northbound right-turn lane (remove 1 right-turn lane along Hawthorne Avenue)
- Single Westbound left-turn lane (remove 1 left-turn lane along Prince Avenue (SR 15))
    - Includes updating westbound left-turn phasing from Protected-Only to Protected-Permissive phasing with Flashing Yellow Arrow (FYA).
- Free-Flow Eastbound right-turn along Prince Avenue (SR 15) onto Hawthorne Avenue

Note: This improved scenario assumes that the segment of Hawthorne Avenue at this intersection is 5 lanes and would taper to the proposed 3-Lane with TWLTL section farther south.

The results of the LOS analysis for the Horizon Year 2033 Build Improved laneage conditions for the AM, MD, and PM peak hours are summarized for the in **Table 5**. The *Synchro* analysis reports are available upon request.

Table 5: Intersection LOS Summary – Improved
LOS (Delay in Seconds)

Intersection	Approach	Horizon Year 2033 Build Improved		
		AM Peak	MD Peak	PM Peak
3. Hawthorne Avenue at Prince Avenue (SR 15)	Overall	B (17.5)	B (18.5)	C (34.3)

SUMMARY

The purpose of this memo was to determine the feasibility of converting the existing four-lane, undivided roadway (two lanes northbound and two lanes southbound) to a reduced three-lane section (one lane northbound and one lane southbound with a center Two-Way Left-Turn Lane (TWLTL) and designated bike lanes). This memo summarized the intersection and segment capacity analyses for the approximate 0.75-mile segment of Hawthorne Avenue from Oglethorpe Avenue to Prince Avenue (SR 15) in Athens-Clarke County, Georgia.

It was found that the study intersections currently operate at an acceptable overall Level-of-Service (LOS) under Estimated 2021 conditions during the AM, Mid-day (MD) and PM peak hours and were projected to continue operating at an acceptable overall LOS under Horizon Year 2033 No-Build (4-Lane Undivided) conditions. Additionally, under Horizon Year 2033 Build (3-Lane with TWLTL) conditions, the study intersections were projected to operate at an acceptable overall LOS during the AM, MD, and PM peak hours. It should be noted that, although the intersection of Hawthorne Avenue at Prince Avenue (SR 15) (Intersection 3) operates at an acceptable overall LOS, the mainline approach (northbound along Hawthorne Avenue) was projected to operate at LOS E during the PM peak hour.

It was found that when looking at the overall total daily volume of the Hawthorne Avenue study segment, the Horizon Year 2033 No-Build (4-Lane Undivided) conditions, the segment is projected to operate at an acceptable LOS. However, under Horizon Year 2033 Build (3-Lane with TWLTL) conditions, the segment is projected to operate below an acceptable LOS.

It is important to note that an hourly segment analysis was conducted to provide detail to the daily segment capacity under Horizon Year 2033 Build (3-Lane with TWLTL) conditions. This represented the total volume throughout the day. It was found that, under Horizon Year 2033 No-Build (4-Lane Undivided) conditions, the study segment was projected to operate at an acceptable LOS, maintaining LOS D for the majority of the day. Similarly, under Horizon Year 2033 Build (3-Lane with TWLTL) conditions, the study segment was projected to continue operating at LOS D for the majority of the day but was projected to operate at LOS E or worse for approximately two (2) hours during the PM peak, consistent with the LOS approach analysis at the intersection of Hawthorne Avenue at Prince Avenue (SR 15) (Intersection 3). Detailed *Synchro* reports are available upon request.

We hope this information is helpful. Please contact me at (470) 273-3181 should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



John D. Walker
Project Engineer



Olivia Zuvanich, E.I.
Project Analyst

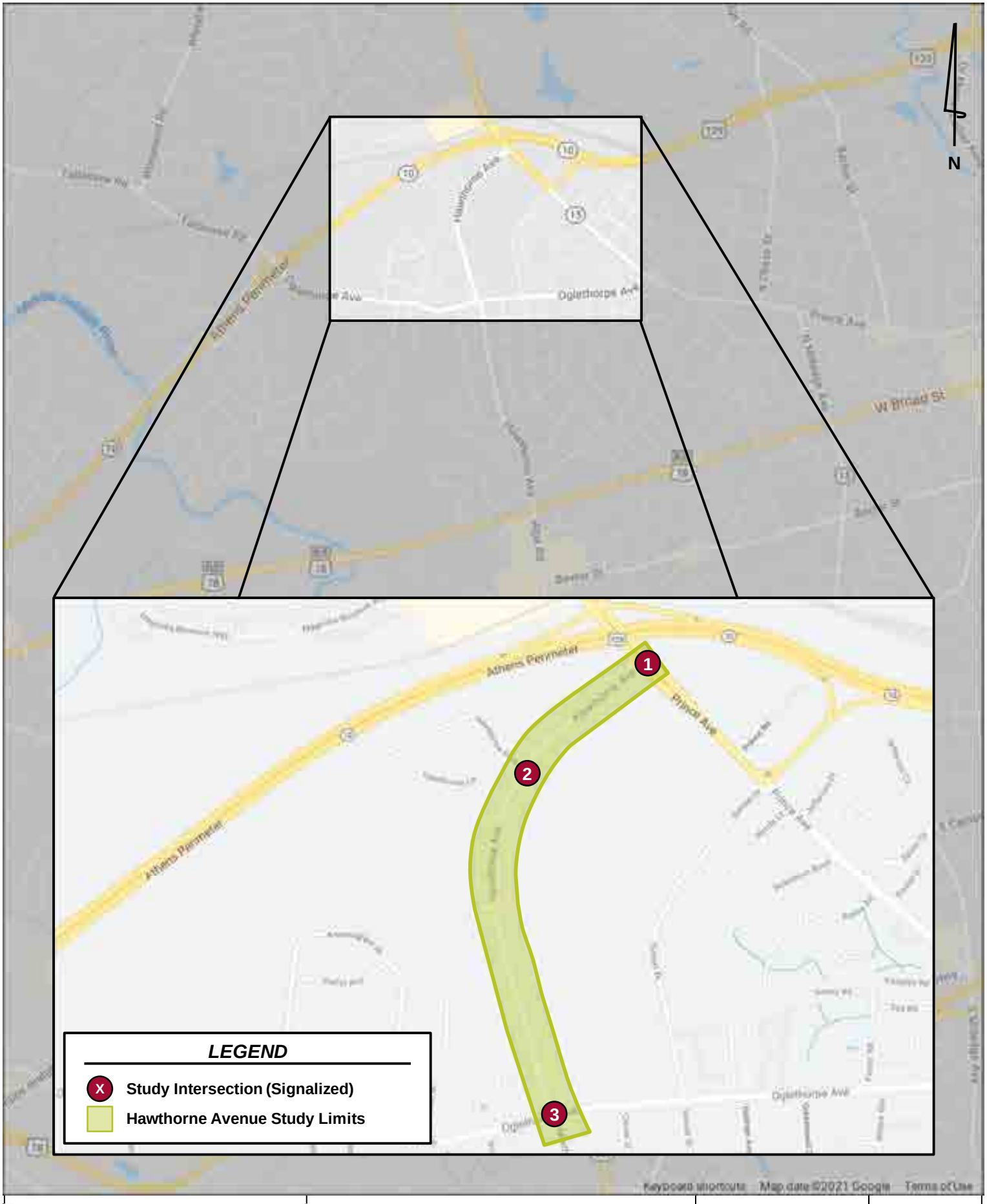
Attachments:

- Figure 4: Project Location Map
- Figure 5: Traffic Count Location Map
- Figure 6: Horizon Year 2033 No-Build Conditions

Available upon request:

- *Synchro* Analysis Reports
- Raw Traffic Counts

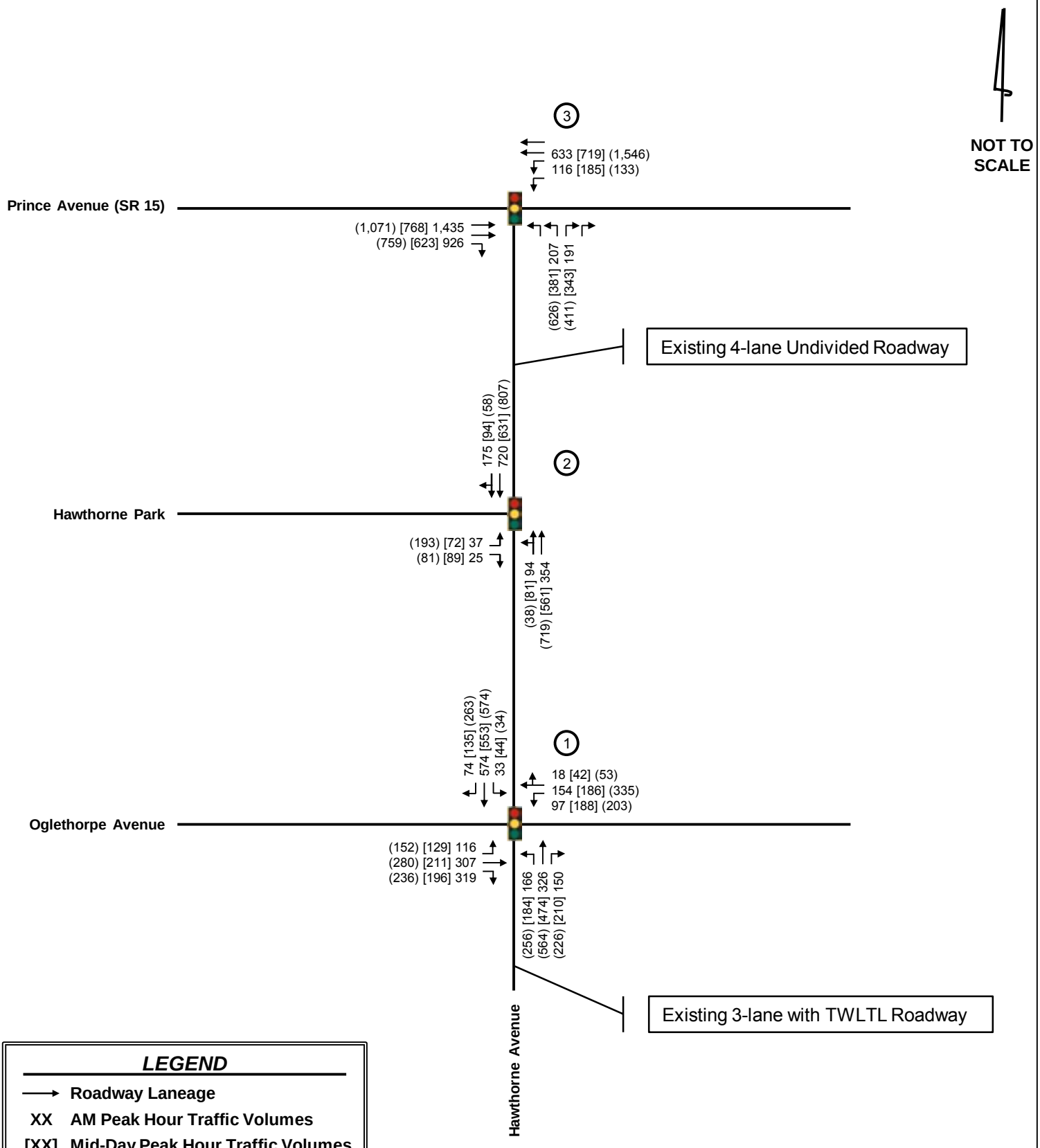
kimley-horn.com | 11720 Amber Park Drive, Suite 600, Alpharetta, GA 30009 | 770 619 4280



Kimley»Horn	***Hawthorne Avenue*** **Traffic Engineering Memorandum**	**Location Map**	**Figure 4**



Kimley»Horn	*Hawthorne Avenue* **Traffic Engineering Memorandum**	**Traffic Count Location Map**	**Figure 5**



*Traffic volumes were grown at 0.75% per year for twelve (12) years.
Note: This represents the traffic volumes for No-Build and Build conditions.

Kimley»Horn	*Hawthorne Avenue* Traffic Engineering Memorandum	Horizon Year 2033 No-Build Conditions	Figure 6

HAWTHORNE AVENUE - ALTERNATIVE CONCEPTS

Introduction

A decision matrix has been created as a tool to illustrate the trade-offs of each proposed alternative for bicycle and pedestrian facilities along Hawthorne Avenue and to compare the proposed alternatives to one another. Two overarching categories comprise the decision matrix—construction and maintenance costs along with user comfort. Funding availability may limit the potential for costly design alternatives (such as utility relocation). User comfort for people walking and bicycling along Hawthorne Avenue is an important consideration for corridor concept design. Framing the decision matrix within these categories will assist Athens-Clarke County and relevant stakeholders in choosing the design that provides the highest quality bicycle and pedestrian facilities while considering financial impacts.

DECISION MATRIX CATEGORIES & SCORE			
CATEGORY		LEAST → MOST	
TYPE	DESCRIPTION	◍○○○○	◍◍◍◍◍
Traffic Delay	Based on transit stops, vehicle queuing, congestion, and lane repurposing.	Concept has the least impact on vehicle delay compared to other alternatives.	Concept has the most impact on vehicle delay compared to other alternatives.
Traffic Calming	Based on lane repurposing and lowering of vehicle speeds.	Concept will provide least amount of traffic calming.	Concept will provide the most amount of traffic calming.
Conflict Reduction	Based on the concept's ability to reduce conflicts between vehicles, bicyclists, and pedestrians.	Concept will provide minimal reduction in conflicts between users.	Concept will produce the greatest reduction in conflicts between users.
Bike/Ped Access	Based on the concept's ability to provide or create new access for bicyclists and pedestrians along the corridor.	Concept produces the smallest improvement in corridor access.	Concept results in the largest increase in corridor access.
Bike/Ped Comfort	Based on the enhancements perceived by bicyclists and pedestrians.	Concept produces the smallest improvement in user comfort.	Concept results in largest improvement to user comfort.
ROW & Property Impacts	Based on the need to acquire adjacent right-of-way.	Concept has the smallest impact to ROW.	Concept has the greatest impact to ROW.
Construction Costs	Based on concept material type, material amount, and constructibility.	Concept is the least expensive alternative.	Concept is the most expensive alternative.
Maintenance Costs	Based on the municipality's ability to maintain the concept.	Concept requires lowest level of maintenance.	Concept requires highest level of maintenance.
Driveway Crossings	Based on the number of driveway crossings and treatments needed based on the concept.	Concept has the smallest amount of crossings.	Concept has the largest number of crossings.

COMBINED DECISION MATRIX OF ALL CONCEPTS

	COMFORT					COST			
	Traffic Delay	Traffic Calming	Conflict Reduction	Bike/Ped Access	Bike/Ped Comfort	ROW & Property Impacts	Construction Costs	Maintenance Costs	Driveway Crossings
CONCEPT 1 2-WAY SEPARATED BIKE LANE (EAST SIDE)	◔◔◔○○	◔◔◔○○	◔◔◔○○	◔◔○○○	◔◔◔◔○	◔○○○○	◔◔○○○	◔◔◔○○	◔○○○○
CONCEPT 2 2-WAY SEPARATED BIKE LANE (WEST SIDE)	◔◔◔○○	◔◔◔○○	◔◔○○○	◔○○○○	◔◔◔◔○	◔○○○○	◔◔◔○○	◔◔◔○○	◔◔◔○○
CONCEPT 3 DIRECTIONAL SEPARATED BIKE LANE	◔◔◔◔◔	◔◔◔◔◔	◔◔◔◔○	◔◔◔○○	◔◔◔○○	◔○○○○	◔◔◔○○	◔◔◔◔○	◔◔◔◔◔
CONCEPT 4 SHARED USE PATH (EAST SIDE)	◔○○○○	◔○○○○	◔◔◔◔◔	◔◔◔◔◔	◔◔◔◔◔	◔◔◔◔◔	◔◔◔◔◔	◔◔○○○	◔○○○○
CONCEPT 5 SHARED USE PATH USING EXISTING LANE (EAST SIDE)	◔◔◔◔○	◔◔◔○○	◔○○○○	◔◔◔◔◔	◔○○○○	◔○○○○	◔◔○○○	◔◔◔○○	◔○○○○

* This preliminary concept is for planning purposes only. Field verification, detailed intersection design, signal modifications, right-of-way impacts, site condition assessments, engineering analysis, and design are necessary prior to implementing recommendations contained herein.

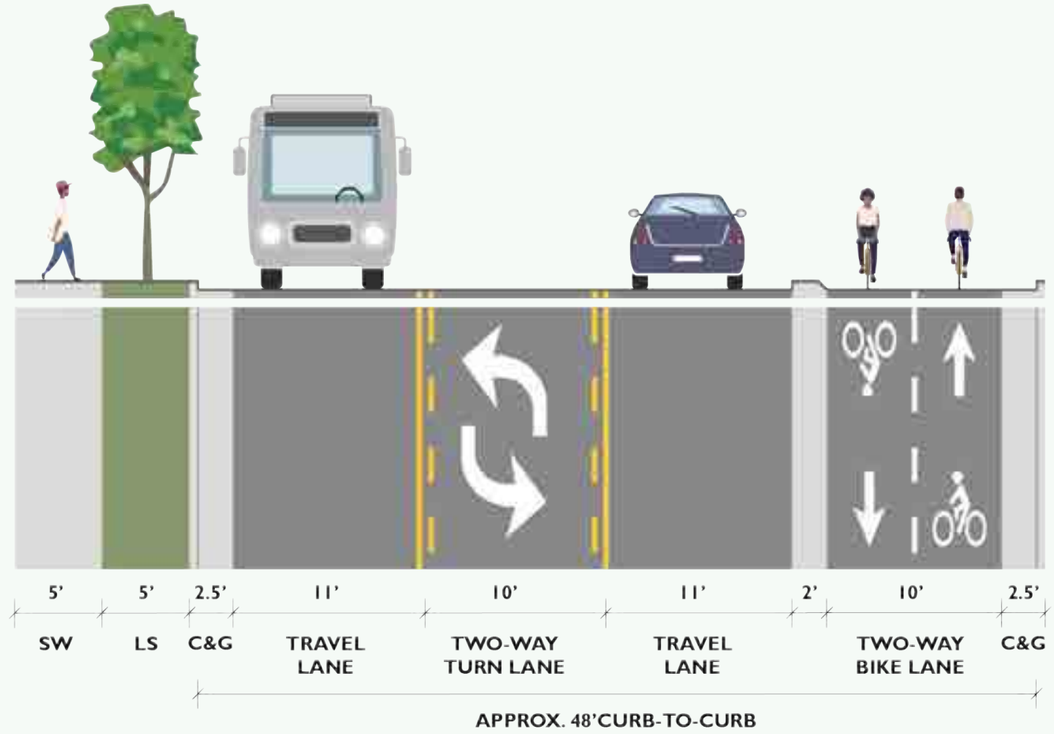
CONCEPT 1

TWO-WAY SEPARATED BIKE LANE (EAST SIDE)

CONCEPT NOTES

- This concept repurposes an existing lane into a two-way separated bike lane, which will increase the traffic calming along the corridor.
- Placement of the bike facility on the east reduces the number of driveway crossings and increases bicycle access along the corridor when compared to a two-way facility placed on the west.
- The 2’ street buffer increases safety and comfort of bicyclists, but the concept does introduce a contra-flow bicycle movement.
- This concept results in 8 driveway crossings.
- Preliminary construction cost estimate ≈ $585,000.

TYPICAL SECTION



* Preliminary Concept - *Not for Construction.* Existing dimensions are based off GIS/Aerial mapping
** Street buffer treatments are for illustrative purposes. A variety of options are available for street buffers.

DECISION MATRIX

COMFORT					COST			
Traffic Delay	Traffic Calming	Conflict Reduction	Bike/Ped Access	Bike/Ped Comfort	ROW & Property Impacts	Construction Costs	Maintenance Costs	Driveway Crossings
◍◍◍○○	◍◍◍○○	◍◍◍○○	◍◍○○○	◍◍◍◍○	◍○○○○	◍◍○○○	◍◍◍○○	◍○○○○

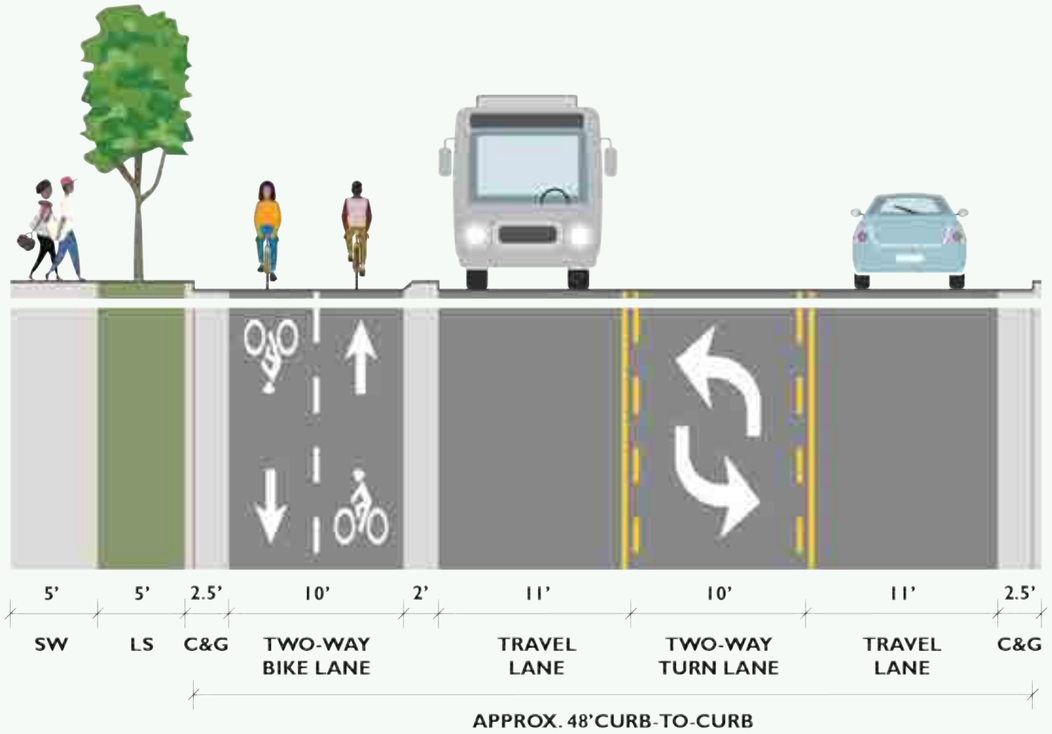
CONCEPT 2

TWO-WAY SEPARATED BIKE LANE (WEST SIDE)

CONCEPT NOTES

- This concept repurposes an existing lane into a two-way separated bike lane, which will increase the traffic calming along the corridor.
- Placement of the bike facility on the west increases the number of driveway crossings and decreases bicycle access along the corridor when compared to a two-way facility placed on the east due to all bike/ped facilities being located on the west.
- The 2' street buffer increases safety and comfort of bicyclists, but the concept does introduce a contra-flow bicycle movement.
- This concept results in 9 driveway crossings and 1 intersection crossing.
- Preliminary construction cost estimate ≈ $600,000.

TYPICAL SECTION



* Preliminary Concept - *Not for Construction.* Existing dimensions are based off GIS/Aerial mapping
** Street buffer treatments are for illustrative purposes. A variety of options are available for street buffers.

DECISION MATRIX

COMFORT					COST			
Traffic Delay	Traffic Calming	Conflict Reduction	Bike/Ped Access	Bike/Ped Comfort	ROW & Property Impacts	Construction Costs	Maintenance Costs	Driveway Crossings
◍◍◍○○	◍◍◍○○	◍◍○○○	◍○○○○	◍◍◍◍○	◍○○○○	◍◍◍○○	◍◍◍○○	◍◍◍○○

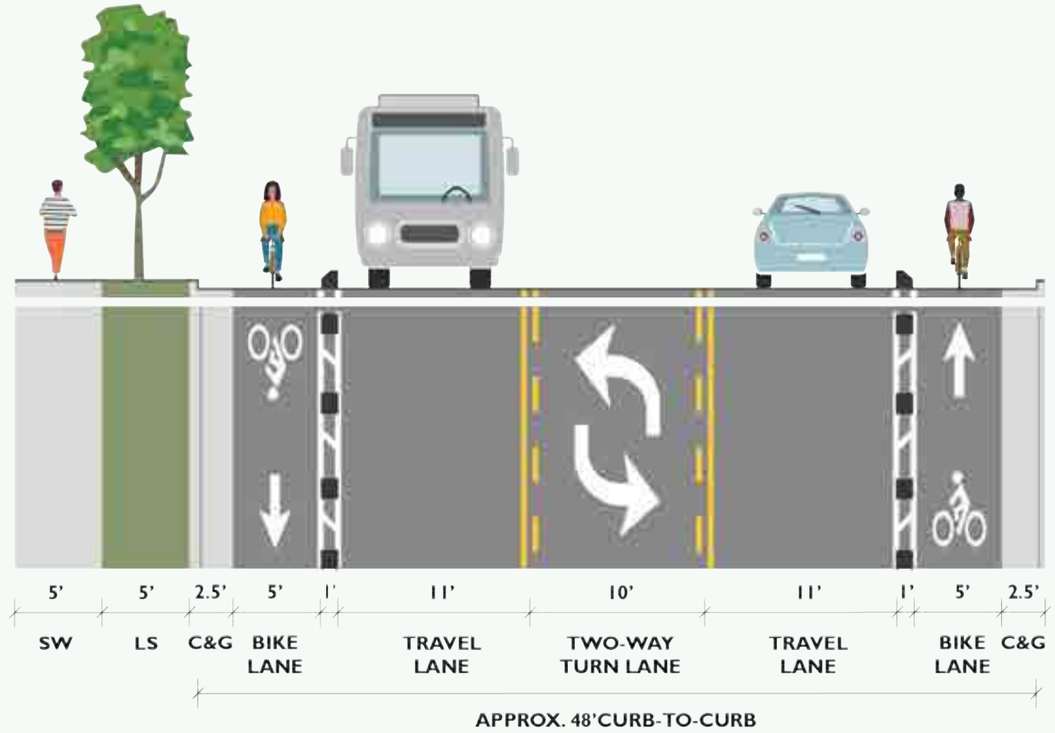
CONCEPT 3

DIRECTIONAL SEPARATED BIKE LANES

CONCEPT NOTES

- This concept repurposes an existing lane into directional separated bike lanes, which will increase the traffic calming along the corridor.
- Directional bike lanes will increase the total number of crossings, but will provide the greatest amount of access for bicyclists along the corridor.
- When compared to a two-way facility, the directional bike lanes will remove any contra-flow bicycle movements but the 2' street buffer will be replaced with 1' street buffer. This reduced street buffer is less than the preferred minimum (2') due to constraints.
- This concept results in 17 driveway crossings and 1 intersection crossing.
- Preliminary construction cost estimate ≈ $600,000.

TYPICAL SECTION



* Preliminary Concept - *Not for Construction.* Existing dimensions are based off GIS/Aerial mapping

** Street buffer treatments are for illustrative purposes. A variety of options are available for street buffers.

DECISION MATRIX

COMFORT					COST			
Traffic Delay	Traffic Calming	Conflict Reduction	Bike/Ped Access	Bike/Ped Comfort	ROW & Property Impacts	Construction Costs	Maintenance Costs	Driveway Crossings
◍◍◍◍◍	◍◍◍◍◍	◍◍◍◍○	◍◍◍○○	◍◍◍○○	◍○○○○	◍◍◍○○	◍◍◍◍○	◍◍◍◍◍

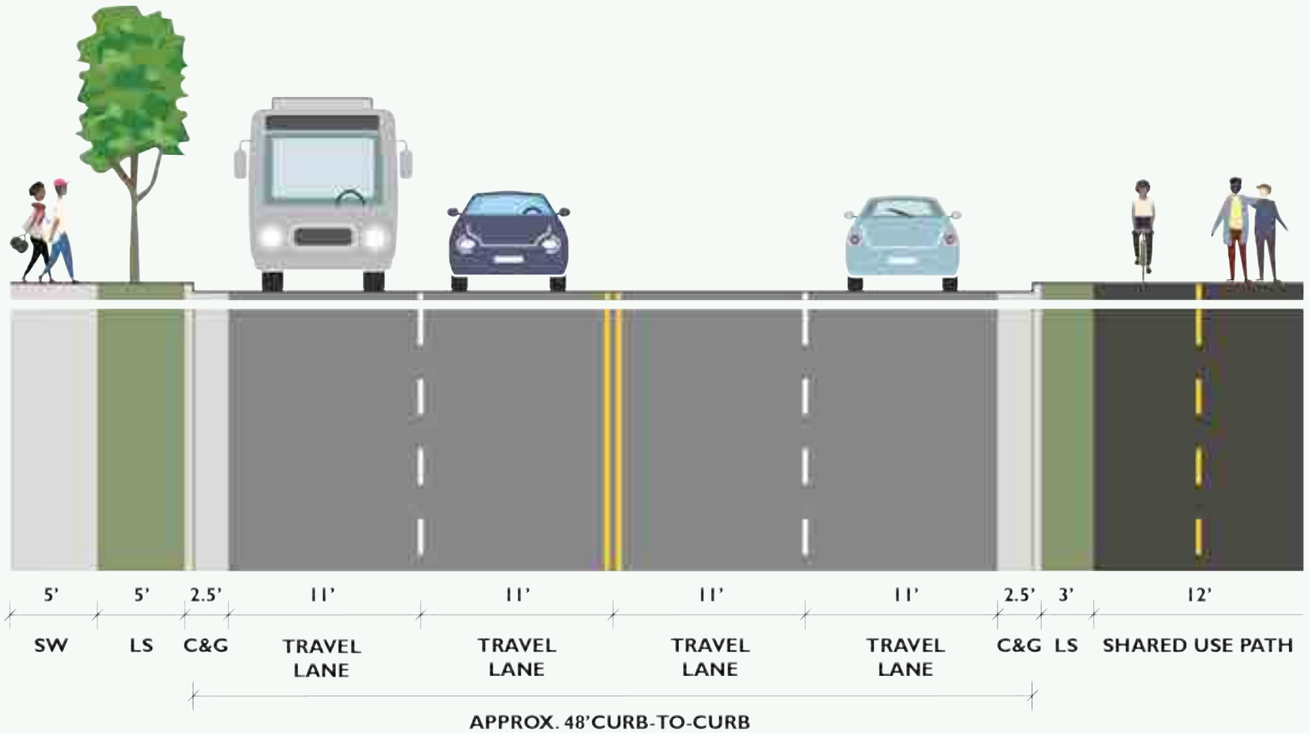
CONCEPT 4

SHARED USE PATH (EAST SIDE)

CONCEPT NOTES

- This concept retains current street configuration which will not have an impact of traffic calming efforts.
- This concept minimizes conflicts between vehicles and bicyclists by creating a shared use path, which greatly increases user comfort and safety, although driveway crossings are a potential crash risk. Shared use paths also carry the potential for conflicts between bicyclists and pedestrians.
- This concept will require ROW acquisition, but will increase pedestrian access along the eastern part of the corridor.
- This concept results in 8 driveway crossings.
- Preliminary construction cost estimate ≈ $1,400,000.

TYPICAL SECTION



* Preliminary Concept - *Not for Construction.* Existing dimensions are based off GIS/Aerial mapping
** Street buffer treatments are for illustrative purposes. A variety of options are available for street buffers.

DECISION MATRIX

COMFORT					COST			
Traffic Delay	Traffic Calming	Conflict Reduction	Bike/Ped Access	Bike/Ped Comfort	ROW & Property Impacts	Construction Costs	Maintenance Costs	Driveway Crossings
◍○○○○	◍○○○○	◍◍◍◍◍	◍◍◍◍◍	◍◍◍◍◍	◍◍◍◍◍	◍◍◍◍◍	◍◍○○○	◍○○○○

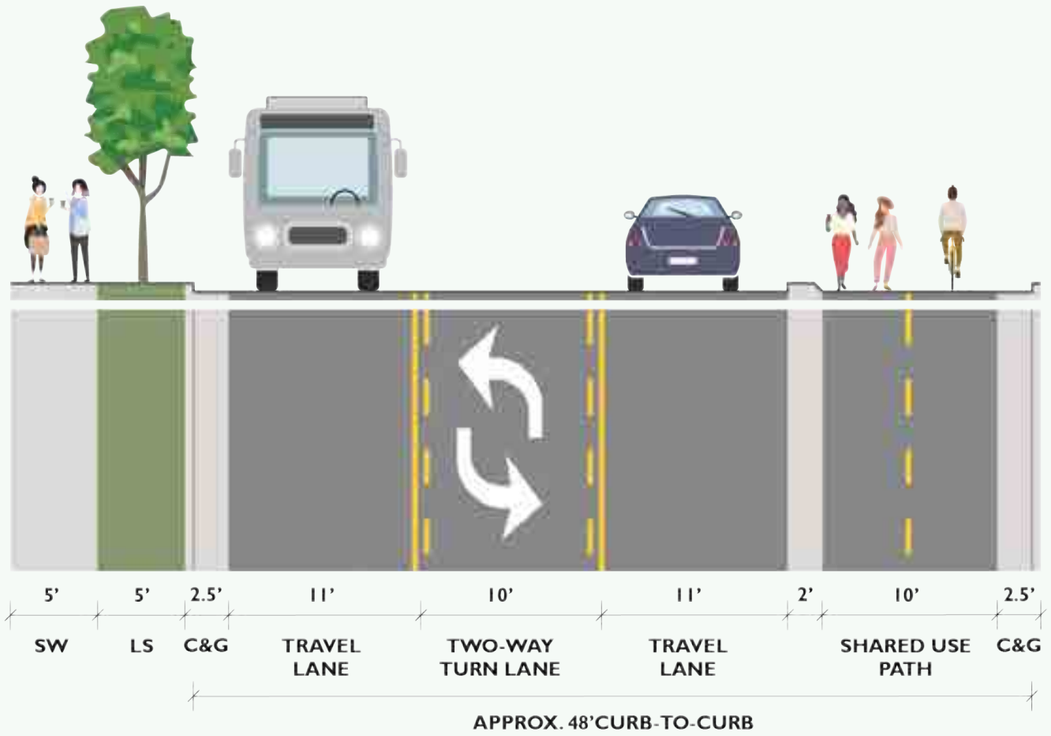
CONCEPT 5

SHARED USE PATH USING EXISTING LANE (EAST SIDE)

CONCEPT NOTES

- This concept repurposes an existing lane into a shared use path, which will increase traffic calming along the corridor.
- Similar to Concept 4, this will increase pedestrian access along the eastern part of the corridor. However, the shared use path will be constrained to 10’ from 12’, which increases the risk of user conflicts and moves users closer to vehicle traffic.
- This concept does allow for phasing possibilities where the shared use path could be turned into a two-way bike lane if another shared use path is built in the future.
- This concept results in 8 driveway crossings.
- Preliminary construction cost estimate ≈ $585,000.

TYPICAL SECTION



* Preliminary Concept - *Not for Construction.* Existing dimensions are based off GIS/Aerial mapping
** Street buffer treatments are for illustrative purposes. A variety of options are available for street buffers.

DECISION MATRIX

COMFORT					COST			
Traffic Delay	Traffic Calming	Conflict Reduction	Bike/Ped Access	Bike/Ped Comfort	ROW & Property Impacts	Construction Costs	Maintenance Costs	Driveway Crossings
◍◍◍◍○	◍◍◍○○	◍○○○○	◍◍◍◍◍	◍○○○○	◍○○○○	◍◍○○○	◍◍◍○○	◍○○○○

EAST-SIDE TWO-WAY SBL OPTION

This preliminary concept is for planning purposes only. Field verification, site condition assessments, engineering analysis, and design are necessary prior to implementing recommendations contained herein.

8' SUP

SIGNAL POLE

OGLETHORPE AVENUE

SCALE 1" = 20'

DIRECTIONAL SBL OPTION

This preliminary concept is for planning purposes only. Field verification, site condition assessments, engineering analysis, and design are necessary prior to implementing recommendations contained herein.

START MOSTLY EXISTING LINEWORK

8' SUP

8' SUP

8' SUP

8' SUP

SIGNAL POLE

UPGRADE E/W CROSSING AND ISLAND TO BE SHARED USE

OGLETHORPE AVENUE

SCALE 1" = 20'

SUP OPTION

This preliminary concept is for planning purposes only. Field verification, site condition assessments, engineering analysis, and design are necessary prior to implementing recommendations contained herein.

utility pole; can fit
8' SUP behind pole

OGLETHORPE
AVENUE

SCALE 1" = 20'

ATHENS-CLARKE COUNTY, GEORGIA
INTER-DEPARTMENTAL MEMORANDUM

To: Blaine Williams, Manager, ACCGov

From: Stephen Bailey, Director, Transportation & Public Works SB

Date: September 27, 2022

Subject: Hawthorne Ave at Oglethorpe Ave Intersection Improvement – Preliminary Engineering Plans Progress & Next Steps

The purpose of this memo is to provide an update on the ongoing design efforts for the intersection improvement project at Hawthorne Ave and Oglethorpe Ave in light of Complete Street Policy and based on recommendations from Athens-In-Motion Commission.

HISTORY:

1. On October 2, 2018, M&C adopted the Intersection Improvement Program Ranking Matrix, which included Hawthorne Avenue at Oglethorpe Avenue as the top rated project in need of improvement.

2. On June 24, 2019, the SPLOST Citizens Oversight Committee met and was presented the proposed project concept for Project #26, Roadway and Bridge Improvements. There was not a quorum present, but of those in attendance, there was unanimous agreement that the proposed concept was in compliance with the Initial Project Statement of SPLOST 2011, Project #26.

3. On July 2, 2019, M&C approved Hawthorne Avenue at Oglethorpe Avenue intersection improvement concept plans with a commission defined option that directed staff to coordinate installation of sidewalk within Bishop Park. https://www.youtube.com/watch?list=PLeQe7ilDuV5IVL88jXlJvEr6EQ0kzw6QF&v=1pyqNkK8fis

4. On June 16, 2020, T&PW Streets & Drainage staff completed sidewalk installation within Bishop Park.

5. On February 11, 2020, ACCGov issued a Purchase Order to on-call design firm, Alfred Benesch & Company (Benesch), to develop proposed Intersection Improvement concept plans for Hawthorne Avenue and Oglethorpe Avenue intersection (SP#3).

6. On April 22, 2021, T&PW staff contacted impacted property owners and tenants and provided project information along with the Hawthorne Avenue at Oglethorpe Avenue Intersection Improvement Plans (Attachment #1).

7. On June 22, 2021, Athens in Motion (AiM) Commission reviewed the Hawthorne Avenue at Oglethorpe Avenue Intersection Improvements Plans (Attachment #1), and

voted unanimously recommending improvements to move forward per ACCGov Capital Improvement Process https://www.youtube.com/watch?v=VYacGUVQxss.

8. On July 1, 2021, the Athens Cultural Affairs Commission (ACAC), in accordance with Athens-Clarke County Code Ordinance Section 1, Title I, Chapter 1-25-6, Additional Funding for Public Art, offered a recommendation to the SPLOST office and M&C recommending SPLOST 2011 Project #26 suitable for public art (Attachment #2)

9. On August 3, 2021, M&C expressed concerns with how the proposed project will tie into future anticipated roadway diet by 3-laning the 4-lane roadway on Hawthorne Ave (From Oglethorpe Ave to Price Ave), and voted unanimously to table the preliminary engineering plans approval agenda until uncertain date.

10. On November 12, 2021, T&PW department issued a change order notice to proceed to Benesch to develop concepts and traffic analysis for Bicycle & Pedestrian Improvements on Hawthorne Ave, from Oglethorpe Ave to Price Ave to determine the level of impact on proposed intersection improvements on Hawthorne Ave and Oglethorpe Ave.

11. On May 18, 2022, on-call consultant Benesch provided a project memo with multiple alternatives for roadway configurations that was shared with staff and AIMC (Attachment #3) for review and comments.

12. On May 24, 2022, AIMC reviewed Benesch's project memo dated May 18, 2022, and recommended to M&C to move forward on exploring concepts with the consultant to add bike lanes along Oglethorpe Ave (from Prince Ave to Mitchell Bridge Rd), including the intersection of Oglethorpe Ave and Hawthorne Ave, in order to connect existing bike lanes that currently end near Sunset Drive and start back up near the ACC Fire Station #4, while making efforts to ensure minimal impact to surrounding businesses.

13. On May 25, 2022, and per request from Commissioner Denson, T&PW staff provided a brief update on the Hawthorne Ave and Oglethorpe Ave Intersection Improvement project as follow:

    "*Per direction from M&C the consultant design team along with TPW staff has generated multiple alternatives for roadway diet on Hawthorne Ave, from Oglethorpe Ave to Prince Ave, reducing the 4 lane roadway to 3 lane roadway with enhanced bike and pedestrian facilities. The design team has confirmed that future roadway diet and improvements, despite type of facility chosen for future roadway diet, will have minimum impact to proposed intersection improvements.*
    In light of Complete Street Policy currently on M&C agenda for approval in June, AIMC will be reviewing the current preliminary design plans on May 24, 2022, and are expected to recommend to staff and to M&C further analysis and design to add bike facilities along Oglethorpe Ave with the goal to identify feasibility and magnitude of cost prior to finalizing and seeking M&C preliminary plans approval.

A memo from TPW department to the Manager's Office is underway and will be shared with elected official to inform of next steps and updated project timeline with ETA for Preliminary Plans Approval Agenda to M&C".

14. On June 7, 2022, M&C approved the newly revised Complete Street Policy presented by TPW and championed by AIMC and the TPW Bike Ped Coordinator.

15. On July 12, 2022, T&PW issued a Notice to proceed to Benesch to include bicycle lane schematics and designs on Hawthorne Ave into the Project's Preliminary Plans.

16. On July 27, 2027, T&PW staff reviewed schematics for bicycle lanes on Oglethorpe Ave (revised September 26, 2022 - Attachment #4) and determined to move forward with preliminary engineering and design including bicycle facilities on Hawthorne Ave and within the limits of the project.

FACTS & ISSUES:

1. The following criteria were used to develop the Intersection Improvement Program Ranking Matrix (Attachment #5):
   - Safety and Crash Rate: combines crash severity index and Highway Safety Manual data to create normalized crash rates per million vehicle miles entering the intersection
   - Current Level of Service and Highway Sufficiency Rating: Uses the Highway Capacity Manual to grade each intersection's level of service
   - Current and Future Volume to Capacity Ratios: measures capacity of a facility against current and projected volumes
   - Inclusion in MACORTS Plans: projects identified as regional priorities by the Metropolitan Planning Organization
   - Active Transportation: included within primary network of the Bike/Ped Master Plan
   - Economic Impact: increased score if location is within area targeted for redevelopment

2. According to the Ranking Matrix, the following intersections have been identified as the ten highest rated (with current progress noted):
   - Oglethorpe Avenue at Hawthorne Avenue - (Preliminary Engineering & Design Phase)
   - SR10 Loop (Inner) at Chase Street - (Concept Development Phase)
   - Tallassee Road at Mitchell Bridge Road - (Concept Development Phase)
   - Hawthorne Avenue at Old Epps Bridge Road
   - Alps Road at Baxter Street
   - Lumpkin Street at West Lake Drive
   - North Avenue at MLK Jr Parkway
   - Timothy Road at US 441 Highway
   - College Station Road at Barnett Shoals Road
   - SR10 Loop (Inner) at College Station Road

3. The intersection of Hawthorne Avenue and Oglethorpe Avenue was rated as the intersection most in need of improvement. Over the most recent five years, the intersection accounted for 151 total crashes with 60 resulting in injuries.

4. The intersection of Hawthorne Avenue and Oglethorpe Avenue operates at a Level of Service (LOS) C during the peak hours. LOS is a measure of traffic delay with LOS A correlating to no travel impacts from congestion and LOS F correlating to compounding queues. LOS C typically represents acceptable delays during peak hour conditions.

5. The operational safety improvements at the Intersection of Hawthorne Avenue and Oglethorpe Avenue, as shown in Attachment #1, includes the following:
   a. Rebuilding the intersection to include flashing yellow arrow signal heads for the left turn movements and backplates on all signal heads to improve visibility;
   b. Eliminating wide turn to reduce right turn traffic speeds on the northbound turn lanes;
   c. Installation and replacement of sidewalks within the limits of the project;
   d. Permissive left turn prohibitions on movements with high crash experience during peak hour traffic;
   e. Restriping the pavement to improve sight distance for the northbound and southbound lanes; and
   f. Restriping the pavement to include one receiving lane for northbound traffic and creating a short two-way left turn lane to accommodate midblock left turns into the YMCA and other driveways along Hawthorne Avenue just north of Oglethorpe Avenue.

6. Impacted property and business owners (tenants) have expressed to T&PW staff support of the proposed operational improvements to the Hawthorne Avenue and Oglethorpe Avenue Intersection Improvements project, as shown on Attachment #1.

7. Benesch design team completed a traffic study along Hawthorne Ave, from Oglethorpe Ave to Prince Ave, and developed multiple roadway diet concepts for the 4-lane roadway. The Traffic Report was made a part of the project memo (Attachment #3) and it can be summarized as follow:

   a. The study intersections currently operate at an acceptable overall Level-of-Service (LOS) conditions during the AM, Mid-day (MD) and PM peak hours and were projected to continue operating at an acceptable LOS under Horizon Year 2033 No-Build (4-Lane Undivided) conditions.

   b. Under Horizon Year 2033 Build (3-Lane) conditions the study intersections were projected to operate at an acceptable overall LOS during the AM, MD, and PM peak hours. And noted that although the intersection of Hawthorne Avenue at Prince Avenue (SR 15) operates at an acceptable overall LOS, the mainline approach (northbound along Hawthorne Avenue) was projected to operate at LOS E during the PM peak hour.

c. The overall total daily volume of the Hawthorne Avenue study segment, the Horizon Year 2033 No-Build (4-Lane Undivided) conditions, the segment is projected to operate at an acceptable LOS while maintaining LOS D for the majority of the day.

d. Under Horizon Year 2033 Build (3-Lane) conditions, the study segment was projected to continue operating at LOS D for the majority of the day but was projected to operate at LOS E or worse for approximately two (2) hours during the PM peak, consistent with the LOS approach analysis at the intersection of Hawthorne Avenue at Prince Avenue (SR 15).

8. The current 3-Lane roadway on Hawthorne Ave, from W. Broad Street to Oglethorpe Ave, carries a little over 19,400 Average Daily Travel (ADT) (2019 GDOT data), while the segment from Oglethorpe Ave to Prince Ave carries a little over 14,300 ADT (2019 GDOT Data). T&PW staff along with on-call consultant Benesch believes, even though implementing a roadway diet is more likely to reduce level of service, as noted in Facts & Issues #8, expected delays would be similar or less than the current delays experienced for the segment between W. Broad Street and Oglethorpe Ave.

9. In addition, Benesch design team along with Toole Design Team sub consultant, studied 5 different concepts for bicycle and pedestrian accommodation consistent with the newly revised Complete Street Policy and current ACC master plans. The study determined that future roadway diet regardless of the recommended/M&C approved concept, will have minor impact to the preliminary plans presented to M&C on August 3, 2021 (History #3).

10. AIMC recommendation to M&C (History Item #14) included developing concept plans along Oglethorpe Ave in order to connect existing bike lanes from Sunset Drive to Fire Station #4 while ensuring minimal impact to surrounding businesses in this effort.

11. Staff are working with the on-call design consultant, Benesch, to complete the preliminary Engineering Plans including bicycle facilities within the intersection improvement limits as shown on the revised concept plans (Attachment #4).

12. Staff are in the process of submitting a Reconnecting Communities (RC) Planning Grant application for Hawthorne Ave corridor. If the application is awarded, staff do not anticipate direct impact to the Hawthorne Avenue and Oglethorpe Ave Intersection Improvement Project. RC Planning Grant Application agenda is scheduled to be presented for M&C consideration and approval on October 4, 2022. Staff hopes that this planning grant, paired with future GDOT's commitment to improving the corridor in the future, will lead to substantial improvements along this corridor in the next 5-10 years.

NEXT STEPS:

1. T&PW staff are awaiting draft preliminary engineering plans and revised construction cost estimate from the on-call design consultant and will begin permitting and internal reviews December 2022.

2. T&PW staff will present the intersection improvement plans with bicycle lanes to AIMC and seek input.

3. T&PW staff will present the preliminary engineering plans to M&C in Winter 2022-2023 seeking approval and authorization to move forward with ROW acquisition followed by Bid Award Phase.

Stephen Bailey,

Director, Transportation and Public Works

Attachments: (May have a different attachment # in the Agenda)

1. ~~Hawthorne Ave and Oglethorpe Ave Intersection Improvement Original Plans Date~~d A~~pril 30, 20~~21.
2. ACAC SPLOST 2011 #26 Recommendations Dated July 1, 2021
3. Project Memo from Benesch consultant Dated May 18, 2022
4. ~~Hawthorne Ave and Oglethorpe Ave Intersection Improvement Revised Plans W Bike Lanes Dated July 27, 2022 & revised September 26, 2022~~.
5. Intersection Matrix for top worst intersections in ACCGov 2018

Edits Made My TPW 06-28-2023

Cc:

Rani Katreeb, Assistant Director, Transportation and Public Works

Daniel Sizemore, Bike & Pedestrian Safety Coordinator

Robert Cheshire, Director of Capital Projects, Office of the Manager

Keith Sanders, Program Administrator, SPLOST

Derek Doster, Project Administrator, SPLOST

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: TSPLOST 2018 Project 01 Airport Capital Improvements Program – Airport Perimeter Fencing Phase 1, Sub-Project #4 Proposed Project Concept and Construction Services Contract Award

DATE: ~~June 8, 2023~~ July 18, 2023

BUDGET INFORMATION:

REVENUES:	$	2,069,642	TSPLOST 2018, Project 01 (All Tiers)
	$	495,000	GDOT Aviation Programs Grant
	$	2,564,642	Total Available Funding
EXPENSES:			
CAPITAL:	$	1,568,584	Expensed or Encumbered
	$	3,838	Designated for Misc./Testing/PM Fees
	$	332,220	Designated for Contingency and Future Sub-Projects
	$	660,000	Total Available for Construction

FUNDING SOURCE: TSPLOST 2018 Program Revenue and GDOT Aviation Programs Grant

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the proposed Project Concept for Sub-Project #4 – Airport Perimeter Fencing Phase 1 for TSPLOST 2018 Project 01 Airport Capital Improvements, as described in Facts & Issues #3;

b. Award a construction contract to ACCGov's on-call contractor, Structural Resources, Inc., in the amount of $646,068, as shown in **Attachment #1**;

c. Declare that Sub-Project #4 – Airport Perimeter Fencing Phase 1 is not appropriate for public art elements to be included as part of this TSPLOST 2018 Sub-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 2018 Program Referendum, which included the Airport Capital Improvement Program (CIP) Matching Funds (TSPLOST 2018 Project 01).

2. On December 7, 2017, the M&C approved an ordinance establishing TSPLOST 2018 Capital Project Budgets, which included the Airport CIP Matching Funds (TSPLOST 2018 Project 01) in Tiers #1 & #2.

3. On February 6, 2018, the Athens Cultural Affairs Commission (ACAC) offered a recommendation in accordance with Athens-Clarke County Code of Ordinances, Section 1, Title 1, Chapter 1-25-6, Additional Funding for Public Art, to the M&C related to the use of Public Art for TSPLOST 2018 Project 01 – Airport Capital Improvements Program (CIP) Matching Funds (**Attachment #2**). The ACAC recommended that no public art be associated with this Project. Staff concurs with this recommendation.

4. On June,1 2022, the FAA, Airport Certification Division, conducted an annual inspection at the Athens-Ben Epps Airport. The FAA determined that the airport did not meet the FAA's minimum standards for proper perimeter fencing.

5. On June 7, 2022, GDOT and the Federal Aviation Administration strongly suggested that the airport install proper fencing on the airport to enhance the safety and security of the airport and eliminate any wildlife hazards.

6. On May 2, 2023 the Mayor and Commission approved a GDOT Grant Agreement in the amount of $660,000, ($495,000 State-75% - $165,000 Local Match-25%) to fund the Airport Perimeter Fencing Phase 1 project.

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.*

2. Athens-Ben Epps Airport is an FAA Part 139 certificated airport and therefore is subject to FAA inspection on an annual basis. This compliance is necessary to be able to operate air carrier and non-scheduled service on the airport. The FAA requires the airport to adhere to all regulations that pertain to the airport certification. This includes keeping the airport safe and secure from potential liability and hazards.

3. The proposed Project Concept for Sub-Project #4 – Airport Perimeter Fencing Phase 1 consists of the construction of an estimated 8,500 linear feet of fencing that includes portions of the airport on the south side of Runway 9-27 with additional work in Phase 1 at the entrance of the airport off of Winterville Road. This Sub-Project is a GDOT project that will be funded by the GDOT Aviation Programs Grant at 75% and by required Local Match Funds at 25%.

4. The Project will be completed in two phases. Phase 2 will include the remainder of the airport that will not be fenced in Phase 1. Phase 2 is estimated to be 7,400 linear feet of fencing that will complete the Project so that the airport is 100% fenced (a total of an estimated 15,900 linear feet). Phase 2 funding is anticipated to be offered by the FAA and GDOT next year.

5. The estimated schedule for the Phase 1 work and approval is as follows:
    - Grant Recommendation Approved by the M&C 05/02/2023
    - Construction Contract Award for M&C Approval 08/01/2023
    - Construction 08/2/2023-02/29/2024

~~6. The TSPLOST Oversight Committee will review the proposed Project Concept for Sub-Project #4 for the Airport Capital Improvements Program (CIP) Matching Funds (TSPLOST 2018 Project 01) on July 17, 2023 to determine whether it is consistent with the Initial Project Statement. This agenda report will be updated prior to the voting meeting to reflect the vote of the Oversight Committee.~~

7. On July 17, 2023, the TSPLOST 2023 Oversight Committee confirmed that the Proposed Project Concept for Sub-Project #4 is consistent with the initial Project Statement of TSPLOST 2018 Project 01.

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 Sub-Project #4 – Airport Perimeter Fencing Phase 1 for TSPLOST 2018 Project 01 Airport Capital Improvements, as described in Facts & Issues #3;

    b. Award a construction contract to ACCGov's on-call contractor, Structural Resources, Inc., in the amount of $646,068, as shown in **Attachment #1;**

    c. Declare that Sub-Project #4 – Airport Perimeter Fencing Phase 1 is not appropriate for public art elements to be included as part of this TSPLOST 2018 Sub-Project; and,

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

2. Mayor and Commission deny approval of the proposed Project Concept and construction contract award.

3. Mayor and Commission defined option.

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

DEPARTMENT: Airport
Prepared by: Mike Mathews

Mike Mathews 06/08/2023
Mike Mathews, Airport Director Date

6/28/2023
Joseph D'Angelo Date
Interim Capital Projects Director

ADMINISTRATIVE COMMENTS:

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

July 11, 2023
Manager Date

ATTACHMENTS:
Attachment #1 – Structural Resources, Inc. Construction Services Proposal
Attachment #2 – ACAC Recommendation regarding Public Art

STRUCTURAL RESOURCES INC.

Cole Tucker, President
706.521.4740
1551 Jennings Mill Road
Suite 1900A
Watkinsville, GA 30677
info@sriathens.com

Estimate

Date	Quote #
5/15/2023	1210

Name / Address
ACC Mike Mathews Airport Fence Install Revised Vendor ID 13093

Project
Ben Epps Airport Fence Install-Revised

Item	Description	Qty	Rate	Total
02 Site Work	Ben Epps Airport Fence install Remove old farm fence where new fence interferes	8,600	1.25	10,750.00
02 Site Work	Clearing 5-10 LF each side of fence line	1	90,620.00	90,620.00
02 Site Work	Supply and install 10+1' tall commercial grade galvanized chain link fence with: concreted 3" sps40 terminal posts, concreted 2 1/2" sps40 line posts, 1 5/8" sps40 top/brace rail, 10' x 9ga x 2" class II wire, 7ga bottom tension wire and 3 strands of barb wire around top of fence.	8,600	62.35	536,210.00
02 Site Work	Supply and install 10+1' tall x 12' wide dual swing drive gate to match with concreted 4" posts and standard hardware included.	1	2,222.00	2,222.00
02 Site Work	Supply and install 10+1' tall x 20' wide dual swing drive gate to match with concreted 4" posts and standard hardware included.	2	3,133.00	6,266.00

Total $646,068.00

ATHENS Cultural Affairs COMMISSION

February 6, 2018

To SPLOST, Mayor & Commission,

I am writing to potentially expedite the efforts of the Athens Cultural Affairs Commission in regards to funding for TSPLOST projects. We have spoken with Derek Doster, Keith Sanders and Melody Melton about the roster of projects and want you to consider supporting a blanket agreement on placing public art in the projects selected below. Due to the speed of these efforts and the hopes to be involved as early as possible in the design, such an agreement would allow us to work cooperatively with the SPLOST office in the timeliest fashion.

Projects seeking 1% Public art inclusion:

3)	Bus Stop & Transfer Facilities Improvement Project
5)	Oconee Rivers Greenway Project
6)	Firefly Trail Project
8)	Tallassee Rd Bridge Replacement Project
9)	Downtown Transportation Improvements Program
11)	Bicycle Improvement Program
12)	Pedestrian Improvements Program
13)	W Broad Pedestrian Improvements
14)	Lex. Highway Corridor Improvements
15)	Atl. Highway Corridor Improvements
16)	Prince Avenue Corridor Improvements

Projects not for inclusion:

1)	Airport CIP
2)	Transit Expansion & Replacement
4)	Transit Service expansion
7)	Pavement Rehabilitation
10)	Whitehall Rd at S Milledge Ave
17)	Acquisition of Private Streets
18)	City of Winterville
19)	Town of Bogart

The Athens Cultural Affairs Commission is very excited about the expanded opportunity. A comprehensive acceptance of these projects will allow our scheduling to easily interact with the demands of the SPLOST office and provide greater potential for artistic integration. In speaking with SPLOST we have found solutions to early calls for art and qualifications; their guidance has already kicked us in to high gear. Please don't hesitate to contact me with questions, concerns or clarifications.

Sincerely,
Marc Beechuk
Athens Cultural Affairs Commission, chair

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 27 Facilities Equipment Systems Replacement Project, Sub-Project #3 - FY24 Capital Projects

DATE: ~~June 23, 2023~~ July 18, 2023

BUDGET INFORMATION:

REVENUES:	$ 2,179,325	SPLOST 2020: #27 Funding (Tiers 1-4)
	$ 2,179,325	Total Funding Available By FY24
EXPENSES:	$ 136,522	Allocated/Designated for Project Management
	$ 5,329	Expensed Project Management Fees
	$ 1,047,450	Expensed/Encumbered – Sub-Project #1
	$ 457,095	Expensed/Encumbered – Sub-Project #2
	$ 532,929	Available for Sub-Project #3

FUNDING SOURCE: SPLOST 2020 Program Revenues

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the Project Concept for Sub-Project #3 (FY24 Annual Work Program of Facilities Equipment / Systems Replacement projects, including primary and alternative initiatives) for SPLOST 2020 Project 27;
b. Authorize staff to advance the Project Concept for Sub-Project #3 directly to the bid and award phase; and,
c. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. TEST
2. Since unification in 1991, Athens-Clarke County (ACCGov) has funded facility equipment lifecycle replacement on an annual basis using the capital budgets.

3. In June 2019, the Mayor and Commission (M&C) adopted the FY20 budget, which did not provide capital funding for facility equipment lifecycle projects.

4. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum. This referendum included a Facility Equipment / Systems Replacement Project (SPLOST 2020 Project 27). Collections for this SPLOST program began in April 2020, and are expected to generate $314,303,300.00 over a twelve-year period.

5. On June 25, 2020, the M&C adopted the FY21 budget, which did not provide capital funding for facility equipment lifecycle projects; however, at the Voting Meeting on August 2, 2020, the M&C allocated approximately $1 million from SPLOST 2011 reserves to address facility lifecycle equipment replacement at the Library, Fire Station #1, and in parks.

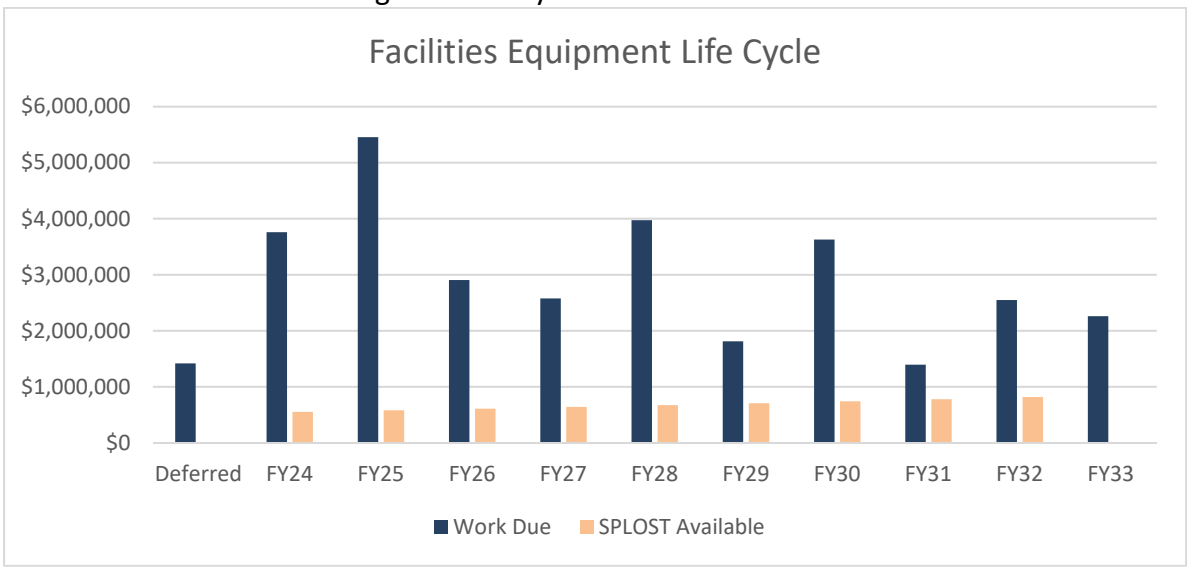
6. On February, 2, 2021, the M&C approved the 2020 SPLOST Tier Funding Schedule. At this same meeting $84,000 was reallocated from the General Fund – Capital Contingency budget to address failing capital equipment at the 911 Command Center that was not eligible for the previously allocated SPLOST 2011 supplemental funding (History #4).

7. On April 6, 2021, the M&C adopted an update to the ACCGov Sustainable Building Policy, which sets standards for achievement in construction practices like roof integrity and energy efficiency (Facts & Issues #11&12).

8. On May 10, 2021, the Athens Cultural Affairs Commission (ACAC) reviewed the general scope and description of SPLOST 2020 Project 27 with regard to application of the 1% public-art funding requirement and determined that this project (and sub-projects) were not appropriate for the mandated allocation. This decision is applicable to the overall project lifespan and funding, as indicated in the formal letter of ruling dated May 12, 2021.

9. 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 27, Facilities Equipment / Systems Replacement, included funding programmed for SPLOST 2020 Program Quarters 1-4; Tiers 1-12.

10. On May 24, 2023, staff updated the facility equipment lifecycle program to provide the M&C with a comprehensive look of how the overall facility needs are projected to compare to available SPLOST 2020 funding. A summary of this is shown below:



11. On June 6, 2023, the M&C approved the FY24 budget which increase the General Fund capital funding for the Facilities Life Cycle Maintenance Program from $1,000,000 in FY23 to $3,000,000.

~~12. On July 20, 2023, the Project Concept for Sub-Project #3 (FY24 Annual Work Program of Facility Equipment / Systems Replacement projects, including primary and alternative initiatives) will be presented to the SPLOST 2020 Oversight Committee to determine whether it is consistent with the Initial Project Statement for SPLOST 2020 Project 27, Facility Equipment / Systems Replacement. This agenda report will be updated prior to the voting meeting to reflect the vote of the Oversight Committee.~~

13. On July 17, 2023, the SPLOST 2020 Oversight Committee confirmed that the Proposed Project Concept for Sub-Project #3 is consistent with the initial Project Statement of SPLOST 2020 Project 27.

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2020 Project 27, Facilities Equipment / Systems Replacement, reads as follows:

   Project # 27, Facilities Equipment / Systems Replacement Project*, will provide funding for life cycle capital replacements of critical building and facility components of the Unified Government. Depending upon cost and funding availability, examples of eligible sub-projects may include, but not be limited to, capital repairs to or replacing items such as generators, uninterruptable power supplies, HVAC equipment, interior and exterior walls and finishes, plumbing components, structural components, facades, and roofs, and may also include unplanned replacements due to unexpected early failures. Sub-projects could also include minor facility renovations or upgrades to improve building performance. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. The Central Services Department, Facilities Management Division, maintains a list of all ACCGov facilities for life-cycle equipment/systems replacement projects. In FY24, that comprehensive list totals $5.1 million from 139 projects. This includes a significant backlog of 37 individual projects totalling $1.4 million, consisting of roofs, generators, and heating, venting, air-conditioning (HVAC) initiatives, and other maintenance needs including paint, carpet, and flooring. After accounting for the increase in General Fund resources allocated in FY24, staff project that the deferred projects backlog will increase to $1.6 million.

3. Funding for the vast majority of projects within the facility equipment/systems replacement program is traditionally derived from annual capital improvement contributions from the General Fund and enterprise funds, as well as through Special Purpose Local Option Sales Tax (SPLOST) collection specifically allocated for these initiatives.

4. A combination of continued funding from annual SPLOST 2020 revenue and capital improvement requests is vital to sustaining a path in which the overall facility life-cycle equipment/systems replacement program backlog is eventually remedied. According to internal forecasting, funding from the entirety of SPLOST 2020 Project 27 (~$7,721,910) alone will be insufficient to complete the list of backlog initiatives while also attempting to maintain status with items annually added based on age, condition, and need.

5. The importance of SPLOST 2020 Project 27 funding cannot be overstated, as the need for additional resources like this help offset the dire effects of significant facility growth across ACCGov, while coupled with the declining conditions of some existing buildings and grounds. Equipment costs continue to increase overtime and is only exacerbated by the current economy.

6. Failure to fund these initiatives will have an operational impact on facilities and services conducted within them, likely causing prolonged interruptions to daily activities, adversely effecting public perception, and increasing prolonged maintenance costs.

7. Completion of these projects will allow for safe, durable, and efficient facilities for which to continue vital community service offerings, such as offices for staff, storage of vehicles and equipment, and public gatherings space for which to provide programs for youth, elderly, or those in need.

8. Facility projects listed below are not individually ranked by importance, but are grouped by "primary" or "alternate" initiatives. Overall approval of both the primary and alternative initiatives will provide staff flexibility to adjust construction, as necessary, to stay within the allotted budget while achieving maximum efficiency and effectiveness. Staff will accomplish items in order of need, cost, schedule, contractor availability, and other applicable variables.

SPLOST 2020: Project 27 - "Facility Equipment/Systems Replacement"			
Primary Initiatives			
Facility	***Location***	***Project Type***	***Cost(Est.)***
CCCI	2825 County Farm Rd.	HVAC	$35,600
Fire Station #7	2350 Barnett Shoals Rd.	Generator	$90,000
Police	3035 Lexington Rd.	Roof A-1	$175,000
Sandy Creek Park Community Bldg	400 Bob Holman Rd.	Roof	$31,072
Traffic Engineering	2795 Lexington Rd.	HVAC	$30,000
Satula Avenue Bldg.	375 Satula Avenue	HVAC	$30,000
Sandy Creek Nature Center ENSAT Bldg.	205 Old Commerce Rd.	HVAC	$80,000
Mental Health	250 Bray Street	HVAC	$47,445
		Total	**$519,117**
Potential Alternates			

Facility	*Location*	*Project Type*	*Cost(Est.)*
Leisure Services Maintenance Shop #1	312 Pound Street	Roof	$122,000
		Total	**$122,000**

9. Projects approved for funding that have not commenced or remain incomplete may be automatically carried forward into FY25, but remain separate from any subsequent life-cycle list for that year, unless deemed urgent and funding is secured through other means.

10. Because of escalating costs, in FY23, the Facilities Management Division was able to complete five of the eight projects on both the "primary" and "alternative" initiatives from Sub-Project #2. After accounting for these projects, the initial allocation for Sub-Project #2 had a residual balance of $19,404.89. When combined with prior carry-forward, approximately $24,775 is available from prior funding tiers. This balance has carried forward and is proposed to be utilized in Sub-Project #3. The uncompleted projects from Sub-Project #2 are the top priority for Sub-Project #3. A list of all prior projects supported by this SPLOST project is available in **Attachment #1**.

11. In terms of sustainability, the quality/condition of a roof intended for solar panels is one of, if not the main factor in location selection and determining appropriateness of installation. As ACCGov looks toward future solar panel projects, those structures with newly replaced or repaired roofs will likely receive stronger consideration.

12. Installation of modern HVAC systems is a step toward and will assist in, achieving increased energy efficiency since this equipment is manufactured to meet present building codes. The updated Sustainable Building Policy (History #6) requires that replacement HVAC equipment be "at least as efficient as the equipment it is replacing". The policy also requires HVAC equipment for new construction meet the more stringent ASHRAE 189.1 standards. For this project, staff recommend the replacement equipment meet the higher standard (ASHRAE 189.1) wherever possible.

13. The 2018 Athens-Clarke County Comprehensive Plan, a state mandated document which sets forth a 20-year outlook, specifically identifies the following goals, needs, opportunities, strategies, policies, and community work program initiatives that are affected by the Central Services Department's ability to replaced facility equipment and systems:
    - *Environment: Policy (F*) – Increase energy efficiency, sources, and use of renewables.
    - *Foundation: Policy (B)* – Repair and replace infrastructure assets commensurate with physical depreciation.

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

OPTIONS:

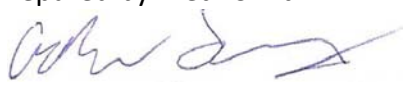
1 Mayor and Commission:
   a. Approve the Project Concept for Sub-Project #3 (FY24 Annual Work Program of Facilities Equipment / Systems Replacement projects, including primary and alternative initiatives) for SPLOST 2020 Project 27;
   b. Authorize staff to advance the Project Concept for Sub-Project #3 directly to the bid and award phase; and,
   c. Authorize the Mayor and appropriate staff to execute all related documents.

2 Mayor and Commission not approve the Project Concept for Sub-Project #3 for SPLOST 2020 Project 27.

3 Mayor and Commission defined option.

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

DEPARTMENTS: Central Services and SPLOST
Prepared by: Beth Smith



6/23/23

Andrew Saunders
Central Services Director
Date



7/07/2023

Joseph D'Angelo
Interim Capital Projects Director
Date

ADMINISTRATIVE COMMENTS:

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



July 11, 2023

Manager Date

Attachments:

Attachment #1 - Prior Projects Supported by SPLOST 2020 Project 27

Attachment #1
Prior Projects Supported by SPLOST 2020 Project 27

Sub-Project	Location	Item Replaced
Sub-Project #1	Welcome Center – All Buildings	Roof
	Welcome Center	HVAC
	Fire Station #9	HVAC
	Memorial Park – Rec. Building and Offices	Roof
	Memorial Park – Rec. Building and Offices	HVAC
	Family Protection Center	Roof
	ABHS Facility on Bray Street	HVAC
	DFCS Building	Roof
	Family Protection Center	HVAC
	Leisure Services Operations	HVAC
	SCNC – Log Cabin	Roof
	Civic Hall	HVAC
	Corrections – Dorms	HVAC
	IT	HVAC
	Henderson Ext. Building	Roof
	Transit Shop	HVAC
	SE Clarke Park – Concessions, Restrooms, and Office	HVAC
	Memorial Park – Reptile House	HVAC
	Multi-Modal Center	HVAC
	DFCS Building	HVAC
Sub-Project #2	Athens Community Theater (Town and Gown)	Roof
	Athens Community Theater (Town and Gown)	HVAC
	Jail – Old Section (training)	Roof
	Animal Services	HVAC
	Fire Station #5	HVAC

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

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

SECTION 1. Section 1-3-1 of the Code of Athens-Clarke County, Georgia, entitled "*Internal auditor; office of operational analysis,"* subsection (a), is hereby amended by adding the words "and for serving as the Public Safety Civilian Oversight Auditor/Monitor as more fully described in Chapter 3-18 of this Code" to the end of the existing subsection so that it now reads as follows:

"Sec. 1-3-1. - Internal auditor; office of operational analysis.

(a) *Office of operational analysis established; general responsibilities*. There is hereby established an office of operational analysis under the direction of the internal auditor. The position of internal auditor, operating by and through the office of operational analysis, shall be responsible for conducting a continuing internal audit of the fiscal affairs and programmatic operations of every department, office and agency of the Athens-Clarke County Government as affects the efficiency and effectiveness of departments and agencies and for serving as the Public Safety Civilian Oversight Auditor/Monitor as more fully described in Chapter 3-18 of this Code."

SECTION 2. Section 1-3-1 of the Code of Athens-Clarke County, Georgia, entitled "*Internal auditor; office of operational analysis,"* subsection (b), paragraph (7), is hereby deleted in its entirety and the following new paragraph is inserted in lieu thereof so that it now reads as follows:

"Sec. 1-3-1. - Internal auditor; office of operational analysis.

(b) *Specific duties and responsibilities.* The duties and responsibilities of the internal auditor shall be as follows:

(7) Serves as a liaison between the Athens-Clarke County Public Safety Civilian Oversight Board and the Mayor and Commission of Athens-Clarke County, as well as assisting the Public Safety Civilian Oversight Board in fulfilling its duties as described in Chapter 3-18."

SECTION 3. Section 1-3-1 of the Code of Athens-Clarke County, Georgia, entitled "*Internal auditor; office of operational analysis,"* subsection (b), is hereby amended by adding a new paragraph (8) so that it now reads as follows:

"Sec. 1-3-1. - Internal auditor; office of operational analysis.

(b) *Specific duties and responsibilities.* The duties and responsibilities of the internal auditor shall be as follows:

(8) Performs such other related duties as may be required."

SECTION 4. 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 with this Ordinance are, to the extent of such conflict, hereby repealed or set aside.

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

Government Operations Committee
Commission Report

SUBJECT: Creation of Public Safety Monitor Function within the Office of Operational Analysis

DATE: June 20, 2023

PURPOSE:
This report provides the Mayor and Commission with recommendations from the Government Operations Committee's review of the Creation of Public Safety Monitor function within the Office of Operational Analysis or other appropriate ACC units.

HISTORY:
1. On February 4, 2020, Mayor Kelly Girtz established the Police Advisory Board Development Task Force and charged them with answering the below key seven questions:

    - What are the community benefits that we seek through creation of an advisory board?
    - How can an advisory board provide "front end" guidance to ensure positive police/community relations through policy/process/budget review and input?
    - How can an advisory board provide effective response to specific challenging or controversial episodes (e.g., police involved shootings, violent interactions, etc.)?
    - What is an ideal composition of an advisory board (size of body, range of backgrounds, affiliations, community representation, rotation of members, etc.)?
    - What training and knowledge are critical for advisory board members to have?
    - What level of information access is necessary for the advisory board to provide ideal service?
    - What level of staffing and budget is necessary for the advisory board to provide ideal service?
2. On February 11, 2020, Mayor and Commission had the opportunity to attend a training led by staff from the National Association for Civilian Oversight of Law Enforcement (NACOLE).

3. On January 6, 2021, Mayor Girtz assigned to the GOC the review of "Recommendations of the Police Advisory Board Development Task Force."

4. On February 24, 2021, the Police Advisory Board Development Task Force Co-Chairs, Mokah Johnson and Shane Sims, presented the Task Force's recommendations to the GOC. The Task Force recommended that a Civilian Oversight Board be created as a hybrid model, which consists of an Auditor-Monitor and Review Board structure.

5. On March 18, 2021, Cameron McEllhiney, from the National Association for Civilian Oversight of Law Enforcement (NACOLE), presented to the GOC on the common models of oversight: Review-Focused Model; Investigation-Focused Model; Monitoring/Auditing-Focused Model; and Hybrid Models. In addition, ACCGov staff shared a matrix that included benchmark communities with a variety of Police Oversight models being utilized.

6. On April 22, May 27, August 12, and September 2, the GOC reviewed and discussed the recommendations of the Police Advisory Board Development Task Force. The GOC, with the Attorney's Office support, began to develop the Ordinance creating a Public Safety Civilian Oversight Board.

7. On September 23, 2021, the GOC completed their review of the recommendations of the Police Advisory Board Development Task Force, finalizing the Ordinance creating a Public Safety Civilian Oversight Board.

   The Public Safety Civilian Oversight Board was assigned the initial tasks to prepare and submit a recommendation to the Government Operations Committee for review and approval detailing (i) recommended staffing levels that the Board deems necessary to complete its work; (ii) the duties, qualifications, and responsibilities of the Public Safety Civilian Oversight Auditor/Monitor who shall support the Board; and (iii) policies and procedures that shall apply to the operations of the Board.

8. On August 24, 2022, the Public Safety Civilian Oversight Board started their work on the assigned tasks, following nine orientation sessions that were spread out over the summer (June – August) that introduced committee members to each of the public safety agencies and important legal and ordinance information.

9. On December 21, 2022, the Public Safety Civilian Oversight Board voted to send their Auditor/Monitor job description and bylaws to M&C.

10. On February 7, 2023, Mayor Kelly Girtz assigned to the Government Operations Committee (GOC) "Creation of Public Safety Monitor function within the Office of Operational Analysis or other appropriate ACC units."

11. On February 20, 2023, Cassie Evans, Chair of the Public Safety Civilian Oversight Board, attended the GOC meeting and presented the recommendation and job description for the Public Safety Monitor position. The GOC discussed the workload for the monitor position, the location of the position and preferred qualifications.

12. On March 20, 2023, the GOC voted to hold the discussion of the Public Safety Monitor function until the Auditor has been hired for the Operational Analysis Office.

13. On June 12, 2023, the GOC completed their review and voted unanimously to forward the recommendation to the Mayor and Commission that the Office of Operational Analysis will

be responsible for the Public Safety Monitor function and as the Internal Auditor, Gavin Hassemer, determines staffing and operating budget needs, he can make recommendations to the Mayor and Commission.

RECOMMENDATIONS:

The Government Operations Committee recommends that the Mayor and Commission approve the recommendation that the Office of Operational Analysis will be responsible for the Public Safety Monitor function and as Internal Auditor Gavin Hassemer determines staffing needs, he can make recommendations to the Mayor and Commission regarding these needs.

ADDITIONAL INFORMATION/COMMENTS:



Patrick Davenport, Chair
Government Operations Committee

July 12, 2023
Date:

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 25 - East Side Library Project, Proposed Candidate Sites

DATE: July 12, 2023

BUDGET INFORMATION:

REVENUES:

$ 14,160,020	SPLOST 2020 Funding
$ 2,000,000	State Grant Funding
$ 16,160,020	Total Revenue Available

EXPENSES:

CAPITAL:

$ 903,663	Expensed or Encumbered
$ 35,000	Designated Design & Construction Admin. Services
$ 1,229,367	Designated Testing, Permitting, Utilities, PM Fees, and Commissioning
$ 61,000	Designated Public Art - Sub-Project (SP) #1
$ 1,689,000	Designated Fixtures, Furnishings & Equipment
$ 2,000,000	Designated Books and Resources
$ 1,742,020	Designated Project Contingency
$ 8,000,000	Designated for Construction
$ 500,000	Available for Land Acquisition

OPERATIONAL:

FUNDING SOURCE: CAPITAL - SPLOST 2020 Program Revenues/Financing, State Grant Funding
OPERATIONAL – GENERAL FUND

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the Site Selection Committee's (SSC) recommended Candidate Sites, as shown on **Attachment #1**, in accordance with Stage II of the Unified Government of Athens-Clarke County (ACCGov) Major Site Selection Process for the East Side Public Library (SPLOST 2020 Project 25); and

b. Authorize the SSC to enter Stage III of the ACCGov Major Site Selection Process, evaluation of candidate sites, to include technical and cost evaluations, candidate site rankings and recommendation to the Mayor and Commission (M&C) of site acquisition for the new East Side Public Library (SPLOST 2020 Project 25) to be presented for review and approval by the Mayor and Commission.

HISTORY:

1. On January 31, 2019, Athens-Clarke County Libraries Board (ACCLB) Executive Director Valerie Bell submitted a project for consideration for the SPLOST 2020 funding.

2. On August 6, 2019, the M&C approved the Call for the SPLOST 2020 Referendum; included in the call was the East Side Public Library (Project 25). The approved budget for the project was $14,499,000 with the acknowledgement that the cost of Land Acquisition was not included in the approved project budget.

3. On November 5, 2019, Athens-Clarke County (ACC) voters approved the SPLOST 2020 Program Referendum. This Referendum included the East Side Public Library (Project 25).

4. On February 2, 2021, the M&C approved the 2020 SPLOST Tier Funding Schedule. Allocating funds for this project across all Tiers but with the funding for design to begin in FY22 and Construction across FY23 and FY24.

5. On May 10, 2021, the Athens Cultural Affairs Commission (ACAC) approved a recommendation to the M&C that this project as appropriate for Public Art.

6. In July 2021, the ACCLB approved the hiring of McMillan Pazdan Smith to develop a preliminary program for the East Side Public Library. This program was to better understand the needs of the library and to help apply for state funding for the library project.

7. In July 2021, Manager Williams selected the User Group Members for the SPLOST 2020 Project 25 - East Side Library Project to help ensure the Unified Government of Athens-Clarke County (ACCGov) long terms goals are promoted during the Project Development process. The User Group Members are:
    - Valerie Bell
    - Beth Smith
    - Jane Russell
    - Toby Mayfield
    - Lawrence Harris
    - Greg Deal
    - Terris Thomas
    - Mike Wharton (Ex-Officio)

8. On April 5, 2022, the M&C approved the designation of McMillan Pazdan Smith as the highest scoring firm for Professional Design and Construction Administration Services for the project and authorized staff to negotiate a final scope of services and fees with McMillan Pazdan Smith for a not-to-exceed contract amount of $750,000.

9. During May – August 2022, the design team worked with the User Group and Site Selection Committee to develop the site selection criteria and project concept.

10. On June 19, 2022, an initial programming session was held with key staff of the existing libraries in the Athens Regional Library system.
11. On August 8, 2022, the SSC voted to recommend the Proposed Site Selection Criteria to M&C for their consideration during the September Work Session.

12. On August 18, 2022, the User Group voted to recommend the Proposed Project Concept and Site Selection Criteria to M&C for their consideration during the September Work Session.

13. On September 13, 2022, during the regularly scheduled work session, the draft project concept and site selection criteria for the East Side Public Library were presented to and reviewed by the M&C. Additionally, an update on the project budget and current construction costs for libraries was also shared with the M&C during the presentation.

14. On September 15, 2022, information from the Work Session and the drafts of the project concept and site

selection criteria were posted to the SPLOST website for public review and feedback.

15. On October 1, 2022, the first public engagment session was held at Fire Station #7 on Barnett Shoals Road.

16. On October 3, 2022, two additional public engagment sessions were held. The first was at Living Hope Church and the second was at the East Athens Development Corporation.

17. On October 12, 2022, the SSC reviewed the Site Selection Criteria and the comments from the Public Input Session, reccommended them for approval by the M&C.

18. On November 10, 2022, the on-line public input results were received for the project concept and site selection criteria. There was 289 responses to the online public input and over 60 people attended the three in person sessions.

19. On November 1, 2022, the M&C approved the Project Concept and Site Selection Criteria, as shown on **Attachment #2**, and authorized the SSC to advance the project into the Site Selection Stage II and untimately to develop the Candidate Sites list.

20. On March 13, 2023, the SSC reviewed the list of potential sites for the project and recommended 8 Potential Sites for project to go out for public input.

21. Between April 28, 2023 and May 21, 2023, the SSC and staff conducted an on-line survey, three public input sessions at different locations across the County, and tabling events in an effort to inform residents about the Potential Sites, **Attachment #3**, and to give residents the opportunity to provide public input on the Potential Sites. There was a total of 232 responses to the online public input and over 60 people attended the three in person sessions. The full listing of all 232 public comments that were received can be viewed at: https://link.edgepilot.com/s/ac78a36c/b35RsOk-S0e_A8OtvuqWMg?u=https://arcg.is/0avav0

22. On June 8, 2023, the UG met to review the Potential Sites and the public input received on the potential sites. The UG voted unanimously to recommend the sites listed below as the three recommended Candidate Sites:
    - 1030 Barnett Shoals Rd. – Current undeveloped property owned by ACCGov
    - 280 Gaines School Rd. – Current location of the CCSD Early Learning Center
    - 2000 Barnett Shoals Rd. – Current location of the “old Kmart” and Kroger/College Station shopping center

23. On June 12, 2023, the SSC met to review the Potential Sites, the public input received on the Potential Sites, the evaluations by the design team, and the User Group recommendation. The SSC unanimously approved the User Group’s recommended sites and added a fourth. Additionally, the SSC decided to seek additional information before forwarding their recommendation to the M&C. The four sites approved by the SSC were as follows:
    - 1030 Barnett Shoals Rd. – Current undeveloped property owned by ACCGov
    - 280 Gaines School Rd. – Current location of the CCSD Early Learning Center
    - 2000 Barnett Shoals Rd. – Current location of the “old Kmart” and Kroger/College Station shopping center
    - 1935 Barnett Shoals Rd – Current Green Acres Shopping Center

24. On July 10, 2023 the SSC met to review the potential sites. The SSC unanamously approved to remove 1935 Barnett Shoals Rd (Current Green Acres Shopping Center) from last month’s vote and replace it with a new site, approving four sites in total. The four sites approved by the SSC were as follows:
    - 1030 Barnett Shoals Rd – Current undeveloped property owned by ACCGov
    - 280 Gaines School Rd. – Current location of the CCSD Early Learning Center

- 2000 Barnett Shoals Rd., 2301 College Station Rd. – Current location of the "old K-Mart" and Kroger/College Station shopping center
- 4440 Lexington Rd – Current location of Southeast Clarke Park

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2020 Project 25 East Side Library Project reads as follows:

   Project #25, East Side Library Project, *will provide funding for land acquisition, design, construction, and/or equipping of a facility and/or renovations, improvements, additions to, and equipping of an existing facility for the purpose of extending library services to county residents on the east side of Athens-Clarke County. This annex facility would be a full-service library consistent with the level of resources and services provided at other similarly situated public libraries in the county. Depending upon costs and funding availability, the facility may include, but not be limited to, spaces such as meeting rooms, study rooms, children's area, teen area, popular reading space, computer spaces, a creation space complete with digital and modern technology, innovative spaces and technology, and associated parking and general infrastructure to support the facility. This project may also provide funding for the purchase of enhanced technology, access improvements for the disabled, and purchase of library resources for the Athens-Clarke County Libraries. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. Based on the above Initial Project Statement (F&I #1) and with consideration of feedback received from the three public engagement sessions (History #15 and 16), the M&C approved the Project Concept and Site Selection Criteria is as generally described in **Attachment #2**.

3. The ACCGov Site Selection process is implemented by a Mayor-appointed citizen committee chaired by a Commissioner. The principal charge to the committee is to ensure both appropriate technical and community values are considered and evaluated in the selection of sites for SPLOST and ACCGov facilities. The overall process includes specific activities as follows:
   - Stage I – development of appropriate technical and community values for the site selection criteria which must be approved by the M&C;
   - Stage II – identification of Potential Sites based on the approved criteria, and determination of up to ten Candidate Sites based on evaluated rankings of the Potential Sites. The Candidate Sites must also be approved by the M&C; and,
   - Stage III – develop detailed site studies as appropriate and a recommended final site ranking for M&C review and approval. Each of these steps also includes a public information/community meeting process to receive input from the public for additional consideration.

4. Using the approved Siting Criteria, eight Potential Sites, as shown in **Attachment #3**, were identified and evaluated against the criteria relative to the technical and community values. Each site was assigned points based on the site selection criteria to provide relative benefits and challenges for each of the sites. The public input on the eight Potential Sites was also reviewed and evaluated as part of determining a recommendation for the proposed candidate sites for further study and evaluation. The eight Potential Sites were as follows:
   - 1030 Barnett Shoals Rd, Parcel #174D 005 (6.293 Acres) - 56 Points
   - 2000 Barnett Shoals Rd Parcel #182B 007B (5.97 Acres) - 56 Points
   - 280 Gaines School Rd Parcel #233 022 (14 Acres) - 56 Points
   - 1935 Barnett Shoals Rd Parcel #241A3 B009A (6.36 Acres) - 54 Points
   - 1065 Gaines School Rd Parcel #241 005 (4.48 Acres) - 50 Points
   - 1300 Cedar Shoals Dr Parcel #241 005D (56.2 Acres) - 46 Points

- 1934 Lexington Rd Parcel #174B2 A017 (6.48 Acres) - 46 Points
- 2555 Lexington Rd, Parcel #233 003A (5 Acres) - 44 Points

5. The approved Major Project Site Selection Process requires that the SSC submit to M&C a minimum of three recommended Candidate Sites for further evaluation. After the public input and the evaluation of the Potential Sites, the SSC recommended four sites (History #22) to the M&C for consideration as Candidate Sites. Subsequent to the UG recommendation, the Site Selection Committee reviewed the public input, the design team evaluation of the sites, the recommendation of the User Group, and ultimately voted unanimously to approve the UG's recommendation (first three properties listed below) and to add the fourth property listed below:
    - 1030 Barnett Shoals Rd. – Current undeveloped property owned by ACCGov
    - 280 Gaines School Rd. – Current location of the CCSD Early Learning Center
    - 2000 Barnett Shoals Rd., 2301 College Station Rd. – Current location of the "old Kmart" and Kroger/College Station shopping center
    - 4440 Lexington Rd. – Current site of Southeast Clarke Park

6. Southeast Clarke Park was not initially included in the list of eight potential sites because it failed to meet the "Must Have" Site Selection Criteria of proximity to schools and demographic opportunity alignment. In subsequent SSC meetings, the Committee highlighted and discussed many of the benefits of SE Clarke Park including the general area walkability, the fact that it is already owned by ACCGov, and the large potential developable area of the site. As a result of those discussion, the SSC agreed that the benefits associated with SE Clarke Park outweighed the challenges of failing to meet all of the "Must Have" Site Selection Criteria. The SSC voted unanimously to include the Southeast Clarke Park site among the four recommended Candidate Sites to M&C, and to remove the Green Acres Shopping Center from their recommendation (History #23 and 24)

7. Anticipated remaining timeline for Site Selection Process:
    - M&C Action on Candidate Sites List — August 1, 2023
    - Staff Studies Candidate Sites as Directed by M&C — August - October 2023
    - SSC Reviews Candidate Sites Studies — October - November 2023
    - SSC Presents Recommendation to M&C Executive Session — November 7, 2023

8. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Identify and Close Gaps in Partnership with the Community Goal, Strategy C: *Identify ways to address unaddressed community needs and develop Identify ways to address unaddressed community needs and develop programs, policies, and processes to facilitate community transformation.*

OPTIONS:

1. Mayor and Commission:

    a. Approve the Site Selection Committee's recommended Candidate Sites, as shown on **Attachment #1**, in accordance with Stage II of the Unified Government of Athens-Clarke County (ACCGov) Major Site Selection Process for the East Side Public Library (SPLOST 2020 Project 25); and

    b. Authorize the Site Selection Committee to enter Stage III of the ACCGov Major Site Selection Process, evaluation of candidate sites, to include technical and cost evaluations, candidate site rankings and recommendation to the Mayor and Commission of site acquisition for the new East Side Public Library (SPLOST 2020 Project 25) to be presented for review and approval by the Mayor and Commission.

2. Mayor and Commission do not approve the Candidate Sites for SPLOST 2020 Project 25, East Side Public Library.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Office of the Manager-SPLOST Program Management
Prepared by: John Simoneaux, Project Administrator



Joseph D'Angelo, SPLOST Capital Projects Director — Date: 6/28/2023

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



Manager — Date: July 13, 2023

Attachment #1 – Recommended Candidate Sites
Attachment #2 – Approved Project Concept and Site Selection Criteria
Attachment #3 – Potential Sites

Attachment # 1

East Side Public Library Project
SPLOST 2020 Project #25

East Side Public Library - Recommended Candidate Sites

- **1030 Barnett Shoals Rd. – Current undeveloped property owned by ACCGov**
  (Ranked #1 – Score: 56, 6.24 Acres)

- **280 Gaines School Rd. – Current location of the CCSD Early Learning Center**
  (Ranked #1 – Score: 56, 14.00 Acres)

- **2000 Barnett Shoals Rd., 2301 College Station Rd. – Current location of the "old K-Mart" and Kroger/College Station Shopping Center**
  (Ranked #1 – Score: 56, 22.60 Acres)

- **4440 Lexington Rd. – Current location Southeast Clarke Park**
  (Unranked – Score: 56, 135.41 Acres)

Attachment #2

APPROVED PROJECT CONCEPT (PROGRAM / SPACE ELEMENTS)

Must Have:

A library that can accommodate +/-90-120 parking spaces (1.5 acres), 1.5 acres expansion of building, and .5 acre of open space.

A library that can accommodate up to 200,000 visitors annually.

A library that can house up to 50,000 books in its collection.

A library that can accommodate a variety of spaces including but not limited to those mentioned below:

A kitchenette in or near the large meeting space or accessible from multiple places and adjacent to meeting rooms.

A large meeting room with a divider that could be open to the public after hours.

Collaborative spaces to accommodate the increase in those working remotely. The spaces should include a range of sizes starting with smaller 1–2-person study rooms up to a 3-6-person study room. These spaces should also have the technology to accommodate virtual interviews and collaboration.

1 Online Public Access Catalog per collection spaced throughout the library.

Children's area that includes a book collection and help desk that can also serve as circulation.

A desk that can house general information, circulation, and self checkout services. Should be able to accommodate at least 2 staff members at a time.

Staff lounge and staff only restrooms, as well as staff and volunteer storage.

Multipurpose space with counters, storage, and a sink.

Separate young adult area/teen station and collection, with a help desk.

Adult book and media collection including new book collection, periodicals, and Special Collection.

Meets the prerequisites as defined by the USGBC LEED (v4.1) criteria or similar certification in order to be considered "Certified"

Strong pedestrian and inter-modal connections.

Storage specific to each age group as well as separate courier storage.

Storage for carts and an elevated loading dock for circulation.

Outdoor accessible curbside returns area.

Security monitoring infrastructure.

Highly Wanted:

Shaded outdoor space that can be used for working on laptops, have access to Wi-Fi and collaboration.

Shaded and contained outdoor space for children’s activities as well as a nearby safe area for child pick-up and drop-off.

Space to accommodate expanding staff.

Is able to achieve a score of 50 or more points in USGBC LEED (v4.1) or similar certification to be considered "Silver."

Opportunity to expand employee office space.

Sensory area for patrons with specific needs.

Advanced accessibility accommodations with a hearing loops system in main meeting room.

Design to include shelving and spaces for foreign language collection and cultural representation collections.

Accessible curbside infrastructure for returns that is protected from the elements.

Separate young adult area with lounge seating, tables, computers, collection, and gaming station.

A library that can accommodate +/-180 parking spaces (2.0 acres), 1 acre expansion of building, 1.5 acres of open detention opportunity, and .5 acres of open space.

Nice to Have:

Solar outdoor charging stations for devices.

An outdoor gathering space and meeting space for the community that could be accessed after library hours.

Is able to achieve a score of 60 or more points in USGBC LEED (v4.1) or similar certification to be considered "Gold" or "Platinum."

A recording studio with necessary technology and acoustic separation.

A private parenting room off the central area with seating and a sink.

A drive-through drop off for returns.

9-12 acres to accommodate a 30 year expansion plan.

Attachment #2

SITE SELECTION CRITERIA

COMMUNITY AND ENVIRONMENTAL VALUES

GENERAL AREA WALKABILITY

Must have: Walkable within 5-10 min of other businesses (1 point)

Highly Wanted: Walkable within 5-10 min of residential community (3 points)

Nice to have: Walkable within 5-10 min of higher density residential community (5 points)

PROXIMITY TO SCHOOLS

Must have: Walkable within 5-10 min of campus (1 point)

Highly Wanted: Walkable 5-10 min & without crossing major street (3 points)

Nice to have: Walkable by adjacent property (5 points)

PROXIMITY TO BUS ROUTE, GREENWAYS, INTERMODIAL APPROACH

Must have: Walkable within 5-10 min of current or future Bus Stop / Public Transportation Routes (1 point)

Highly Wanted: Within 5-10 min of current or future Bus Route / Transit, and Bicycle Routes (3 points)

Nice to have: Something unique or above the previous standards (5 points)

DEMOGRAPHIC OPPORTUNITY ALIGNMENT

Must have: Close proximity to general population density centers (1 point)

Highly Wanted: Close proximity to heavy usership (3 points)

Nice to have: Close proximity to Density, heavy usership, and underserved communities (5 points)

PUBLIC SAFETY

Must have: Water pressure for fire suppression systems adequate (1 point)

Highly Wanted: Within 10 min of EMS/Police/ Fire response zone (3 points)

Nice to have: Close Proximity / under 5 min response time zone (5 point)

SOCIAL ENVIRONMENTAL IMPACTS

Must have: Building location encourages inclusive community patronage through accessibility, walkability, and proximity to public transportation. (1 point)

Highly Wanted: Building location promotes inclusivity as listed above, and has the opportunity to reach historically underserved patrons in the neighborhoods defined by the demographic team. (3 points)

Nice to have: Building location has opportunity to directionally change social conditions in a positive manner through the expansion of items listed above that perhaps don't yet exist in the area. (5 points)

SUSTAINABILITY (USGBC LEED rating)

Must have: The site must meet minimum prerequisites as defined by USGBC LEED (v4.1) site selection criteria equivalent in similar sustainable rating systems. (1 point)

Highly Wanted: Site has potential to score 4 or more points on Sustainable Site in USGBC LEED v4.1 or equivalent in similar sustainable rating systems. (3 points)

Nice to have: Site has potential to score 7 or more points on Sustainable Site in USGBC LEED v4.1 equivalent in similar sustainable rating systems. (5 points)

CLEAR OF AIRPORT PROTECTIVE ZONES & NOISE ZONES

Must have: The site must be outside FAA regulated runway protection zones. (1 point)

Highly Wanted: Outside FAA runway protection zones and clear of acceptable decibel that does not require special sound construction. (3 points)

Nice to have: Includes above and has limited or no noise from overhead airplane activity (5 points)

SITE VISIBILITY

Must have: Signage visible from Street (1 point)

Highly Wanted: Building & Signage visible from street (3 points)

Nice to have: Building easily identifiable and visible from major street / intersection (5 point)

MEASURABLE CRITERIA PHYSICAL SITE

SITE LOCATION

Must have: Within the defined Athens Eastside Library "Must Have" area defined as "The East Side" (1 point)

Highly Wanted: Inside defined Athens Eastside Library "Highly Wanted" area (3 points)

Nice to have: In close proximity or inside one of the defined Athens Eastside Library "Nice to Have" area (5 points)

DEVELOPABLE SQUARE FEET AVAILABLE (ACREAGE)

New Site

Must have: 30,000 sf building foot print (0.75 acres), +/-90-120 parking spaces (1.0 acres), 1.25 acres expansion of building Total: 3.5 acres (1 point)

Highly Wanted: 45,000 sf building footprint (1 acre), +/-180 parking spaces (1.4 acres), open detention opportunity (1 acre) Total: 4.0-6.0 acres (3 points)

Nice to have: 30 plus yr. plan 6+ acres (5 points)

Adaptive Reuse

Must have: 30,000 sf with 25'- 30' structural bays for adaptive reuse, +/-90-120 parking spaces (or land to available to accommodate), 1.5 acres expansion of building, open space (0.5 acres)= total 5.0 acres (1 point)

Highly Wanted: 45,000 sf with 25'- 30' structural bays and open floor plan available for adaptive reuse, +/-180 parking spaces (or land to accommodate 2.0 acres), 1 acre expansion of building, open detention opportunity (1.5 acres), open space (0.5 acres) = total 5.0-9.0 acres (3 points)

Nice to have: 30 plus yr. plan 9+ acres with minimal renovation (5 points)

TOPOGRAPHY

Must have: Slope may require some retaining walls or topography modifications, but meets buildable area requirements (1 point)

Highly Wanted: Slope may require some topography modifications, meets buildable area requirements (3 points)

Nice to Have: Site is generally level and accommodates multiple building layouts with minor grading (5 points)

ROAD ACCESS / TRAFFIC IMPACT

Must have: Location does not adversely affect adjacent properties traffic ingress and egress or add to street vehicle count by more than 20% (1 point)

Highly Wanted: Location allows for direct ingress and egress, and does not add to street vehicle count by more than 15% (3 points)

Nice to have: Traffic signaled entrance (5 points)

UTILITY ACCESS

New Site

Must have: Access to municipal water, municipal sewer, power, natural gas, and storm water (1 point)

Highly Wanted: Within adjacent right of way utilities noted above and has high speed data or fiber optic connection in adjacent right of way (3 points)

Nice to have: Site has utilities and data options noted above, and utilities are located below ground (5 points)

Adaptive Reuse

Must have: Existing utilities with upgrade acceptable (includes municipal water, municipal sewer, power, natural gas, and storm water) (1 point)

Highly Wanted: Existing utilities are acceptable and include those noted above, high speed data or fiber optic connection in adjacent right of way (3 points)

Nice to have: Site has utilities and data options noted above, and existing utilities are located below ground (5 points)

PROPERTY OWNERSHIP (COUNTY / PUBLIC, PRIVATE)

Must have: Site is available for purchase (1 point)

Highly Wanted: Existing Government property that would consider Intragovernmental agreement for exchange or use (3 points)

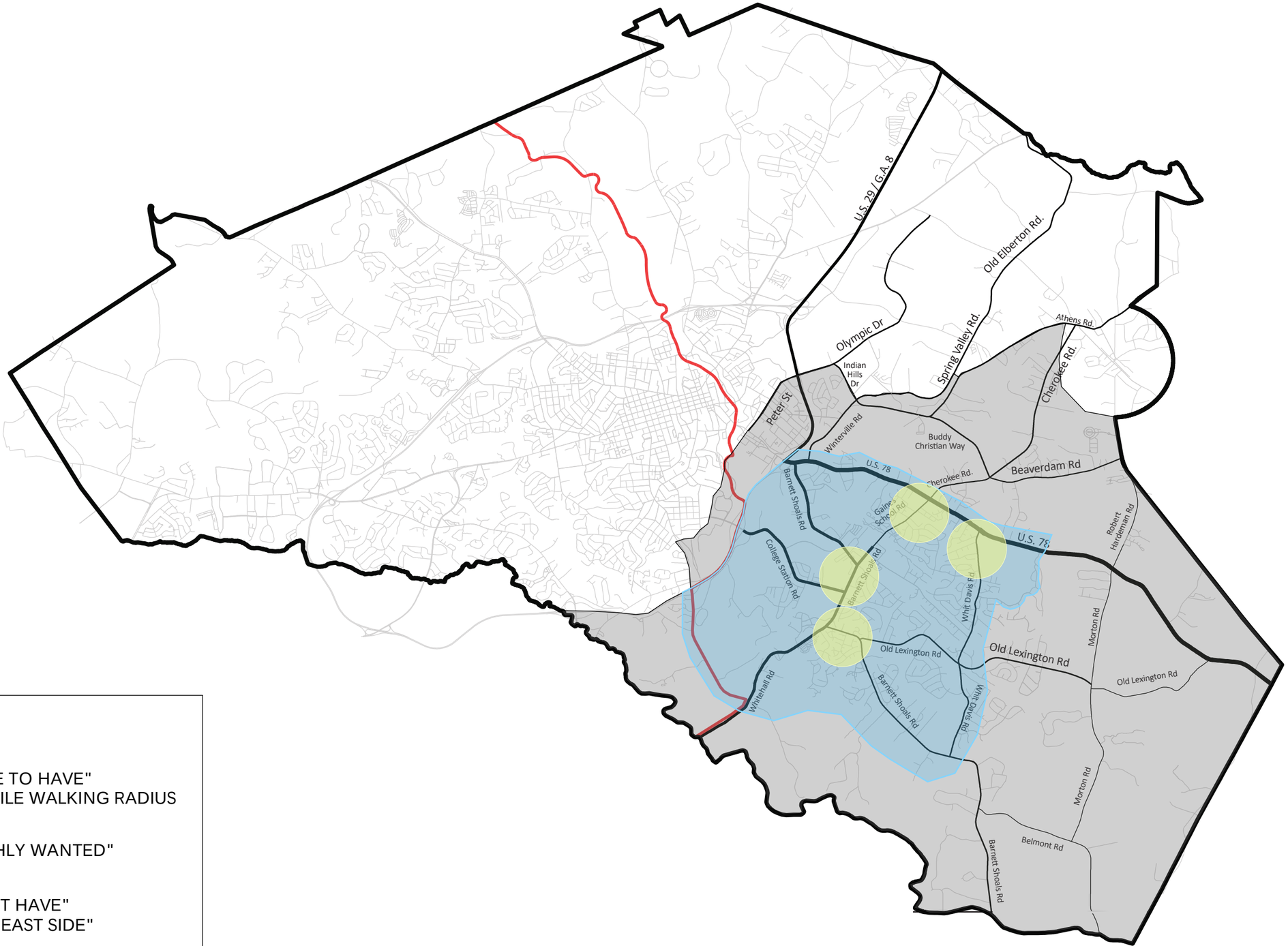
Nice to have: Property presently owned by ACCUG and available for development of Library use (5 points)

PROXIMITY TO COUNTY OWNED SERVICES

Must have: Site is available for purchase (1 point)

Highly Wanted: Adjacent to preserved land or greenspace (3 points)

Nice to have: Adjacent to Parks/active recreation, Greenspace and trails (5 points)



LEGEND

"NICE TO HAVE"
1/2 MILE WALKING RADIUS

"HIGHLY WANTED"

"MUST HAVE"
"THE EAST SIDE"

ATHENS CLARKE COUNTY
EAST SIDE PUBLIC LIBRARY

mcmillan | pazdan | smith
ARCHITECTURE

Attachment #3

POTENTIAL SITES for ATHENS EAST SIDE LIBRARY

Note: *Sites are listed first by number of points, then alphabetically within the point category. With 46+ points each, 6 sites (#1-6) are suggested for further review by the Site Selection Committee as sites that be deemed more appropriate based on the Site Criteria and Standards. The maximum possible score for the Mayor and Commission approved Site Selection Criteria is 80 points.*

RECOMMEND for further evaluation:

1. **1030 Barnett Shoals Rd, Parcel #174D 005 (6.293 Acres) - 56 Points**

Benefits:

a. In the "Highly Wanted" Area
b. Owned by the Unified Government of Athens-Clarke County
c. Walkable within 5-10 minutes of a higher density residential community
d. Bus routes on Barnett Shoals in each direction adjacent to the site
e. Close proximity to density and underserved communities
f. Close to the Fire Station #7 and police department
g. Site has potential for high sustainability score due to tree coverage and proximity to a creek.
h. Clear of airport zones
i. Potential for building and signage to be visible from a major road
j. Potential for future expansion of the facility due to acreage
k. Existing and proposed greenways are close to the site and greenway connections could be implemented

Challenges:

a. Current zoning RM-2 (Mixed density residential)
b. Challenging walk from Joy Village Middle School
c. Vehicular traffic is limited, access in and out on Barnett Shoals Rd only. Without traffic signal, left turns may be difficult.
d. Georgia Power easement on the site will impact the developable area

2. **2000 Barnett Shoals Rd Parcel #182B 007B (5.97 Acres) (Old K-Mart Building) - 56 Points**

Benefits:

a. In the “Nice to Have” Area
b. Existing building with potential for renovation on a currently developed site
c. Walkable within 5-10 minutes of a higher density residential community
d. Five minute walk from a bus stop for routes 22 and 26
e. Close proximity to density and underserved communities
f. Fire station #7 is less than ½ mile away.
g. Site has existing points for fire access lanes around existing building
h. Site redevelopment opportunity for existing site with no stormwater treatment
i. Clear of airport zones
j. Building and signage visible from a major intersection
k. Level site with minimal grading required and existing paved parking
l. Site has signalized access at Barnett Shoals Road

Challenges:

a. Only meets minimum sustainability requirements due to lack of tree coverage and previous land development
b. Lack of existing green space
c. Limited opportunity for expansion
d. Not owned by the Unified Government of Athens-Clarke County

3. **280 Gaines School Rd Parcel #233 022 (14 Acres) (Old Gaines School Site)- 56 Points**

Benefits:

a. In the "Nice to Have" Area
b. Existing building on a currently developed site
c. Walkable within 5-10 minutes of a higher density residential community
d. Ten minute walk from Hilsman Middle School
e. Existing bus stop for route 22 at entrance to site
f. Close proximity to density and underserved communities
g. Close to a fire station #7 and police department
h. Site has potential for high sustainability score due to the amount of undeveloped lot and some tree coverage

i. Building and signage visible from a major intersection
j. Current zoning G (Government)
k. Potential for future expansion of the facility due to acreage

Challenges:

a. Owned by the Clarke County School District and unknown if it will fit within CCSD's long-term planning
b. May require special sound construction due to proximity to the airport
c. May require portions of the existing building to be demolished to allow vehicular access to additional parking needed in the back of the site
d. No traffic signal, left turns in and out of the site may be difficult

4. **1935 Barnett Shoals Rd Parcel #241A3 B009A (6.36 Acres) - 54 Points**

Benefits:

a. Existing building with potential for renovation on a currently developed site
b. Walkable within 5-10 minutes of a higher density residential community
c. Five minute walk from a bus stop for route 22
d. Potential to encourage community patronage and reach historically underserved patrons
e. Fire station #7 is less than ½ mile away. Site has multiple points for access and fire lanes around existing building
f. Clear of airport zones
g. Building and signage visible from a major intersection
h. Level site with minimal grading required and existing paved parking
i. Has a traffic signaled entrance

Challenges:

a. In the "Must Have" area outside of "Highly Wanted"
b. Only meets minimum sustainability requirements due to lack of tree coverage and previous land development
c. Lack of existing green space
d. Limited opportunity for expansion
e. Not owned by the Unified Government of Athens-Clarke County

5. **1065 Gaines School Rd Parcel #241 005 (4.48 Acres) - 50 Points**

Benefits:

a. In the "Highly Wanted" Area
b. Existing building on a currently developed site
c. Walkable within 5-10 minutes of a higher density residential community
d. Less than 10 minute walk from Gaines Elementary School
e. Five minute walk from a bus stop for routes 22 and 27
f. Fire station #7 is less than ½ mile away. Site has multiple points for access and fire lanes around existing building
g. Site has potential for high sustainability score due to undeveloped landscape and the potential to add more green space
h. Building and signage visible from a major intersection
i. Level site with minimal grading required
j. Access to signal at Greencrest Dr.
k. Potential for future expansion of the facility due to acreage

Challenges:

a. Would increase traffic on Greencrest Dr.
b. Would need additional parking and storm water facilities to store/treat water due to increased impervious surface
c. Not owned by the Unified Government of Athens-Clarke County
d. Low potential to encourage community patronage and reach historically underserved patrons
e. Proximity to the airport may create noise concern

6. **1300 Cedar Shoals Dr Parcel #241 005D (56.2 Acres) - 46 Points**

Benefits:

a. Developed site with an existing school on the property
b. Walkable within 5-10 minutes of a higher density residential community
c. Existing bus stop for route 22 at entrance to site
d. Located in a diverse, highly residential area
e. Site has potential for high sustainability score due to undeveloped landscape and some tree coverage
f. Existing parking present
g. Potential for future expansion of the facility due to acreage

h. There is a signaled intersection for ease of access
i. Current zoning G (Government)
j. Sidewalk and bike lanes along Cedar Shoals Dr

Challenges:

a. Current site of Cedar Shoals High School
b. In the "Must Have" area outside of "Highly Wanted"
c. Owned by the Clarke County School District
d. Undeveloped land has steep topography or is within sensitive environmental areas
e. Peak hour traffic for the site is shared with school system
f. Site is already mostly developed
g. Building visibility from the road due to trees and fencing

7. 1934 Lexington Rd Parcel #174B2 A017 (6.48 Acres) - 46 Points

Benefits:

a. In the "Highly Wanted" Area
b. Existing commercial building on a currently developed site
c. Close to a Fire Station #7 and police department
d. High potential for green space
e. Building and signage visible from a major road
f. Potential for expansion
g. Generally flat site would require minimal grading

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Accessibility and walkability on Lexington Rd. Currently lacks public sidewalk and bike lanes
c. Only meets minimum sustainability requirements due to lack of tree coverage and site storm water requirements
d. Proximity to the airport may create noise concern
e. No traffic signal, left turns in and out of the site may be difficult
f. Not owned by the Unified Government of Athens-Clarke County

8. 2555 Lexington Rd, Parcel #233 003A (5 Acres) – 44 Points

Benefits:

a. Owned by Athens-Clarke County
b. In the "Highly Wanted" Area
c. Existing building on a currently developed site
d. Close proximity to a high density residential area
e. Some potential to encourage community patronage and reach historically underserved patrons
f. Close to Fire Station #7 and police department
g. Building and signage visible from a major road
h. Adjacent to Athens-Clarke County owned property
i. Current zoning G (Government)
j. Walkable within 5-10 minutes from a bus stop

Challenges:

a. Current location of the ACCGov Landscape Management Department. Would need to relocate that facility if the East Side Library is located on this property.
b. Does not meet "must have" criteria to be walkable to a school
c. Only meets minimum sustainability requirements due to lack of tree coverage and previous land development.
d. Would require special sound construction due to proximity to the airport
e. Lack of existing green space
f. Limited opportunity for expansion
g. No traffic signal, left turns in and out of the site may be difficult. Sight distance at driveway is limited.
h. Lexington Rd. at this location currently lacks public sidewalk and bike lanes

NOT RECOMMEND for further evaluation:

1. 4440 Lexington Rd Parcel #242 003C (135.41 Acres) - 56 Points

Benefits:

a. Could score 7+ LEED points for open space and heat island reduction

b. Building and signage could be visible from a major intersection
c. Potential for expansion and stormwater retention

Challenges:

g. Does not meet "must have" criteria to be walkable to a school
h. Does not meet "must have" criteria of proximity to a general population density center

2. 1125 Whit Davis Rd Parcel #244 002 (6.17 Acres) - 52 Points

Benefits:

a. Proximity to schools
b. Mostly undeveloped site with tree coverage and pond
c. Potential for expansion and stormwater retention
d. Site off of a major road

Challenges:

a. Does not meet "must have" criteria of proximity to a general population density center
b. Does not meet "must have" criteria to have access to necessary utilities
c. Existing residence on site

3. 1450 Whit Davis Road, Parcel #244 010L (28.89 Acres) - 50 Points

Benefits:

a. Proximity to schools
b. Could score 4+ LEED points for open space
c. Potential for expansion and stormwater retention

Challenges:

a. Owned by the Clarke County School District
b. Current Whit Davis Elementary School
c. Does not meet "must have" criteria of proximity to a general population density center
d. Adversely affects adjacent properties' traffic circulation

4. 0 E Whitehall Road Parcel #182D4 A010 (4.07 Acres) -49 Points

Benefits:

a. Close to a general population density center
b. Some potential for expansion and stormwater retention

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to a bus stop
c. Challenging topography
d. Does not meet "must have" criteria to have access to necessary utilities

5. 2818 Barnett Shoals Rd Parcel #182D4 A026 (5 Acres) - 47 Points

Benefits:

a. Signage visible from a major road
b. Potential for expansion and stormwater retention

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to a bus stop
c. Challenging topography
d. Does not meet "must have" criteria to have access to necessary utilities

6. 155 Whit Davis Rd Parcel #242 003B (2.06 Acres) - 44 Points

Benefits:

a. Signage visible from a major road
b. In "Highly Wanted" Area

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to general population density center

c. Little potential for expansion and retention

7. 4432 Lexington Rd Parcel #242 003G (2.08 Acres) - 41 Points

Benefits:

a. Could score 4+ LEED points for open space
b. Signage visible from a major road
c. In "Highly Wanted" Area

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to general population density center
c. Little potential for expansion and retention
d. Does not meet "must have" criteria of proximity to a bus stop
e. Does not meet "must have" criteria to have access to necessary utilities

8. 4430 Lexington Rd Parcel #242 003D (2.08 Acres) - 41 Points

Benefits:

a. Could score 4+ LEED points for open space
b. Signage visible from a major road
c. In "Highly Wanted" Area

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to general population density center
c. Little potential for expansion and retention
d. Does not meet "must have" criteria of proximity to a bus stop
e. Does not meet "must have" criteria to have access to necessary utilities

9. 2700 Lexington Rd Parcel #233A2 B009 (4.54 Acres) - 40 Points

Benefits:

a. Could score 7+ LEED points for open space
b. Signage visible from a major road
c. In "Highly Wanted" Area

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to general population density center
c. Little potential for expansion and retention
d. Does not meet "must have" criteria of proximity to a bus stop
e. Challenging topography

10. 2230 Lexington Rd Parcel #233 006 (4.29 Acres) - 38 Points

Benefits:

a. Could score 7+ LEED points for open space
b. Signage visible from a major road
c. In "Highly Wanted" Area

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to general population density center
c. Little potential for expansion and retention
d. Does not meet "must have" criteria of proximity to a bus stop
e. Challenging topography
f. Does not meet "must have" criteria to have access to necessary utilities

11. 1015 Barnett Shoals Rd Parcel #174B 001C (55.81 Acres) - 37 Points

Benefits:

a. Close to a general population density center
b. Could score 7+ LEED points for open space
c. Signage visible from a major road
d. In "Highly Wanted" Area

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Little potential for expansion and retention
c. Does not meet "must have" criteria of proximity to a bus stop
d. Challenging topography
e. Does not meet "must have" criteria to have access to necessary utilities
f. Site is currently landlocked by residential neighborhoods
g. Adversely affect adjacent properties' traffic circulation

12. 0 Barnett Shoals Rd Parcel #174B 001E (65.79 Acres) - 35 Points

Benefits:

a. Could score 4+ LEED points for open space
b. Potential for expansion and stormwater retention

Challenges:

a. Does not meet "must have" criteria of proximity to general population density center
b. Not accessible from a road
c. Challenging topography
d. Does not meet "must have" criteria to have access to necessary utilities
e. Site is currently landlocked by residential neighborhoods
f. Adversely affect adjacent properties' traffic circulation

13. 145 Dekle Dr Parcel #174B 001 (7.16 Acres) - 35 Points

Benefits:

a. Could score 7+ LEED points for open space

Challenges:

a. Does not meet "must have" criteria to be walkable to a school
b. Does not meet "must have" criteria of proximity to general population density center
c. Little potential for expansion and stormwater retention
d. Challenging topography
e. Does not meet "must have" criteria to have access to necessary utilities
f. Site is currently landlocked by residential neighborhoods
g. Adversely affect adjacent properties' traffic circulation

14. 2600 Lexington Rd Parcel #233 009 (8.2 Acres) - 33 Points

Benefits:

a. Could score 7+ LEED points for open space
b. Some potential for expansion and stormwater retention

Challenges:

a. Does not meet "must have" criteria of proximity to general population density center
b. Not accessible from a road
c. Does not meet "must have" criteria to have access to necessary utilities
d. Site layout would not permit visibility from the road
e. Adversely affect adjacent properties' traffic circulation

SPLOST 2020 Project 01 – Facilities Space Modernization Project, SP #1
Judicial Center – Candidate Site Selection Commission-Defined
Option (CDO) - Commissioners Houle & Hamby Athens-Clarke County
Mayor and Commission
August 1, 2023

PROPOSAL:

1. Approve two of the Site Selection Committee's (SSC) recommended Candidate Sites, as specified in the Comments below and shown as listed first and third on Attachment #1, in accordance with Stage II of the Unified Government of Athens-Clarke County (ACCGov) Major Site Selection Process for the Judicial Center (SPLOST 2023 Project 01, SP #1); and

2. Authorize the SSC to enter Stage III of the ACCGov Major Site Selection Process, evaluation of candidate sites, to include technical and cost evaluations, candidate site rankings and recommendation to the Mayor and Commission (M&C) of site acquisition for the new Judicial Center (SPLOST 2020 Project 01, SP #1) to be presented for review and approval by the M&C.

COMMENTS:

The two approved sites are:

355 E Hancock Ave. – Current location of the Robert G. Stephens Federal Building

160, 230 E Strong St., 550 N Jackson St. – Current location of the ACCGov owned parking lots managed by the Athens Downtown Parking System

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 01 - Facilities Space Modernization Project, SP #1 - Judicial Center – Candidate Site Selection

DATE: June 28, 2023

BUDGET INFORMATION:

REVENUES:

$ 76,342,000	SPLOST 2020 Funding all tiers

EXPENSES:

CAPITAL:

$ 3,843,720	Expensed or Encumbered
$ 236,000	Designated Remaining Design & Construction Admin. Services
$ 3,087,930	Designated Testing, Permitting, Utilities, PM Fees, and Commissioning
$ 440,000	Designated Public Art – Sub-Project (SP) #1
$ 6,494,000	Designated Fixtures, Furnishings & Equipment
$ 9,212,000	Designated Future SP #2 – Renovation of Existing Facilities
$ 8,208,350	Designated Project Contingency
$ 44,320,000	Total Available for New Construction SP #1
$ 500,000	Total Available for Land Acquisition

FUNDING SOURCE:

CAPITAL: SPLOST 2020 Program Revenues/Financing
OPERATIONAL: GENERAL FUND $315,000

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the Site Selection Committee's (SSC) recommended Candidate Sites, as shown on **Attachment #1**, in accordance with Stage II of the Unified Government of Athens-Clarke County (ACCGov) Major Site Selection Process for the Judicial Center (SPLOST 2023 Project 01, SP #1); and

b. Authorize the SSC to enter Stage III of the ACCGov Major Site Selection Process, evaluation of candidate sites, to include technical and cost evaluations, candidate site rankings and recommendation to the Mayor and Commission (M&C) of site acquisition for the new Judicial Center (SPLOST 2020 Project 01, SP #1) to be presented for review and approval by the M&C.

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 the select 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 October 1, 2018, at a regularly scheduled M&C Work Session, SPLOST Program Management staff presented as part of the upcoming SPLOST 2020 Program the options for a new Judicial versus a new Municipal Building based on the Space Allocation Studies that were previously performed. The estimated cost for the new Judicial Center and subsequent renovation of the existing Courthouse for Municipal Functions was presented as $93 million.

5. On November 9, 2018, SPLOST Program Management staff issued an Inter-Departmental Memorandum to ACCGov staff which presented the findings of the Space Allocation study performed by Prime Engineering in September 2018.

6. On November 29, 2018, staff submitted an agenda report requesting that six projects be approved as designated for the SPLOST 2020 Program. Included in the request was three projects for the New Judicial Center, new parking structure to support the Judicial Center, and Historic Courthouse and Annex Renovation, requesting SPLOST 2020 funding at a combined total of $92,400,000.

7. On December 4, 2018, the M&C, through a Commission Defined Option (CDO) to alter the recommendation, approved the New Judicial Center, parking, and Historic Courthouse and Annex Renovation Projects to be combined and designated to receive funding from the SPLOST 2020 Program. The combined funding approved for all three projects was $71,600,000.

8. On February 19, 2019, at the request of M&C, staff provided an additional cost analysis for different courthouse options:

    a. Building a new 142,000 SF Judicial Center on ACCGov owned property, outside of downtown, surface parking lot (eliminating structure parking for the project), and renovating the existing courthouse for municipal functions at a total cost of $82,973,000;

    b. Renovating the existing courthouse to keep judicial functions and then build a new municipal building at a total cost of $62,350,00; and

    c. Purchase an existing 115,000 SF building to be renovated for judicial functions and renovating the existing courthouse for municipal functions at a total cost of $60,524,000.

9. On April 2, 2019, the M&C, through a CDO, approved the new Judicial Center, surface parking, and Historic Courthouse and Annex Renovation Projects were to be combined and designated to receive funding from the SPLOST 2020 Program. The combined funding approved for all three projects was $82,000,000. The projected cost of the Historic Courthouse and Annex Renovation was $9,400,000 of the $82,000,000.

10. On July 10, 2019, the M&C held a Special Called Work Session to review the proposed SPLOST 2020 Initial Project Statements and finalize project costs ahead of the vote on Final Projects for the referendum. The M&C did not vote, but consensus was reached through a Commission-generated spreadsheet, that many project budgets should be reduced to provide available funding to add additional projects to the list. Among those cut, the previously approved combined budget for the Judicial Center and the Courthouse renovation was cut by $4.1 million (5%), from $82 million to $77.9 million, with no reduction in the project scope.

11. On August 6, 2019, the M&C approved the Call for the SPLOST 2020 Referendum; included in the call was the Project 01 - Facilities Space Modernization, which includes the combined designated project that was previously designated (History #7 & #8). The combined budget for the project was revised to $77,900,000.

12. 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.

13. On December 1, 2019, M&C approved the combining of the Program Management budgets from all projects into a single Program Management Budget, setting the SPLOST 2020 - Project 01- Facilities Space Modernization budget at $76,342,000 for the combined budget or $67,130,000 for the new Judicial Center and $9,212,000 for the Renovation of the existing Court House and Annex Facility.

14. On February 4, 2020, M&C approved a resolution to provide for the issuance of $26,660,000 in aggregate principal amount general obligation bonds, as authorized by a vote of the qualified voters in a referendum held November 5, 2019. M&C also established the SPLOST 2020 Capital Projects Fund and amended the FY20 operating and capital budget of the ACCGov to establish the budget for the following three SPLOST 2020 projects:
    - Project 01, Facilities Space Modernization
    - Project 02, Affordable Housing
    - Project 03, Classic Center Arena

15. On July 8, 2020, Silling Architects completed a test fit study for the programming of the new Judicial Center Building; which confirmed the 2018 Space Allocation Study need for a 142,000 SF facility with a need for a budget of $84-88 million depending on the option and not including renovation of the existing courthouse.

16. In March 2021, Manager Williams selected the User Group (UG) Members for the SPLOST 2020 Project 01 - Facilities Space Modernization Project, SP #1 - Judicial Center to help ensure ACCGov long terms goals are promoted during the Project Development process. The User Group Members are:
    - TJ Bement
    - Andrew Saunders

- Dustin Kirby
- Judge Eric Norris
- Judge Donarell Green
- Elisa Zarate
- Travis Cooper
- Sheriff John Q. Williams

17. On July 8, 2021, a Request for Qualifications/Proposals (RFQ/P #01034) for Professional Design and Construction Phase Administration Services for SPLOST 2020 Project 01 - Facilities Space Modernization Project, SP #1 - Judicial Center was released by ACCGov in accordance with the ACCGov procurement process.

18. On August 5, 2021, seven qualification proposals were received in response to the above noted RFQ/P #01034 for Professional Design and Construction Phase Administration Services.

19. On August 9, 2021, the User Group initiated the evaluation of the Professional Design Services proposals.

20. On August 12, 2021, the User Group met and determined the shortlisting of firms for interviews.

21. On September 1, 2021, the User Group interviewed the shortlisted firms and provided the scoring of the proposals based on the information from the Step 2 proposals, interviews and pricing reviews to determine the recommended Croft & Associates as the highest scoring firm.

22. On September 7, 2021, the M&C designated Croft & Associates as the highest scoring firm for Professional Design and Construction Administration Services for SPLOST 2020 Project 01 - Facilities Space Modernization Project, SP #1 - Judicial Center and authorized staff to negotiate with Croft & Associates to develop a final Scope of Services and Fees.

23. On May 9-11 and June 1-3, 2022, in-depth programming sessions were held with each of the departments planned to move into the new Judicial Center to discuss needs of the departments and the shortcomings of the existing Athens-Clarke County Courthouse.

24. 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.

25. 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.

26. On August 25, 2022, the design team held a sustainability workshop with various end users of the building and ACCGov staff members to discuss the sustainability goals for the project. The topics discussed during the meeting will inform the design of the building and help determine which sustainability rating system will be used for the project.

27. On August 25, 2022, the Site Selection Committee met, reviewed the Site Selection Criteria and approved the Criteria for Stage I – Site Selection Process.

28. On September 15, 2022, during the regularly scheduled work session, the draft project concept and site selection criteria for the New Judicial Center, SP #1, SPLOST 2020 Project 01, Facilities Space

Modernization were presented to and reviewed by the M&C. Along with the introduction of the project concept and site selection criteria, the M&C was updated on the significant difference between the project program for the New Judicial Center and the project budget approved by the M&C (History #10 & #11, F&I #5)

29. On September 19, 2022, information from the Work Session and the drafts of the project concept and site selection criteria were posted to the SPLOST website for public review and feedback.

30. On September 29, 2022, the first public engagement session was held at the Dougherty Street Governmental Building.

31. On October 1, 2022, the second public engagement session was held at the Dougherty Street Governmental Building.

32. On October 11, 2022, during the regularly scheduled work session, staff presented the alternatives analysis and additional due diligence done by staff and the design team (F&I # 6), with the goal of reducing the gap between the budget and program, for the New Judicial Center, SP #1, SPLOST 2020 Project 01, Facilities Space Modernization were presented and reviewed by the M&C.

33. On October 17, 2022, the online public input results were received for the project concept and site selection criteria. There were a total of 50 responses to the online public input and approximately 15 people attended the two in person sessions.

34. On November 1, 2022, the M&C approved the Project Concept and Site Selection Criteria, as shown on **Attachment #2**, and authorized the SSC to advance the project into the Site Selection Stage II and untimately to develop the Candidate Sites list.

35. On March 23, 2023, the SSC reviewed the list of potential sites for the project and recommended 9 Potential Sites for project to go out for public input.

36. Between May 3, 2023 and May 21, 2023, the SSC and staff conducted an on-line survey, three public input sessions at different locations across the County, and tabling events in an effort to inform residents about the Potential Sites, **Attachment #3**, and to give residents the opportunity to provide public input on the Potential Sites. There were a total of 125 responses to the online public input and approximately 15 people attended the three in person sessions. The full listing of all 125 public comments that were received can be viewed at:
https://survey123.arcgis.com/share/9469070ece35461fb45ab434f7c8e079/result

37. On June 8, 2023, the UG met to review the Potential Sites and the public input received on the potential sites. The UG voted unanimously to recommend the sites listed below as the four recommended Candidate Sites:
    - 355 East Hancock Ave. – Current location of the Robert G. Stephens Federal Building
    - 2915, 2665, 2555 Lexington Rd. – Current location of the ACCGov owned properties where the Jail, Landscape Management Facility, and Undeveloped parcel are located
    - 160, 230 E Strong St. – Current location of the ACCGov owned parking lots managed by the Athens Downtown Parking System
    - 484 North Ave. – Current location of Piggly Wiggly and U-Haul Plaza

38. On June 22, 2023, the SSC met to review the Potential Sites, the public input received on the Potential Sites, the evaluations by the design team, and the User Group recommendation. The SSC voted unanimously to recommend the five candidate sites, as identified in **Attachment #1** and F&I #7, for further review and study.

FACTS & ISSUES:

1. The Initial Project Statement for SPLOST 2020 Project 01 reads as follows:

   Project # 01, Facilities Space Modernization Project, *will provide funding for land acquisition, design, construction and/or equipping of public/governmental use facilities and/or renovations, improvements, additions to, and equipping of existing facilities so as to provide expanded modern space for community, governmental, and judicial functions currently provided at the existing historic Courthouse and annex. Depending upon costs and funding availability, this new space will provide approximately 142,000 square feet of building space for community functions currently provided at the existing historic Courthouse and annex plus space for additional courts; alternative courts; separate holding space for juvenile detainees; separate travel spaces for visitors, inmates and judicial staff; and other related functions such as determined to be necessary for an effective and modern judicial space. This project will provide funding for the renovation of the existing historic Courthouse and annex into a facility for governmental operations and/or other uses benefitting the Unified Government and/or community, which may also include child care and/or the use of any unused space for commercial and/or retail use. Depending upon costs and funding availability, the Facilities Space Modernization Program will further serve as a mechanism to facilitate enhanced employee and/or community well-being initiatives. Examples of employee and community well-being initiatives could be elder care, child care, or other similar activities. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. SPLOST 2020 Project 01 - Facilities Space Modernization Project contains two main components of work that have inter-related but different schedules, different cost structures, and different qualifications for the type of work. For ease of discussions, documentation, and to accurately account for the cost of each of the two main components staff has broken down the project into two main components:
   - Sub-Project #1 (SP #1) – New Judicial Center Facility. This SP #1 would include all cost and work components associated with siting, design, construction, and start up and moving staff from the existing Courthouse and Annex Facilities to the Proposed New Judicial Center as described in the Initial Project Statement.
   - Sub-Project #2 (SP #2) – Renovation of the existing Historic Courthouse and annex into a facility for governmental operations as described in the Initial Project Statement.

3. The updated building program for the new Judicial Center, which reflects the current needs for each department targeted for relocation in the new Judicial Center, is approximately 172,000 SF (History #23 and 24), which is an increase of approximately 30,000 SF from the 2018 space allocation study (History #15). The estimated cost to construct this updated building program and the renovation of the existing courthouse for office functions is approximately $140 million (History #25), with an estimated cost per square foot of the new facility of $500/SF. The M&C-approved funds for the project are approximately $76.3 million, with approximately $67.2 million set aside for the new Judicial Center (History #13). Of the $67 million set aside for the Judicial Center, approximately $44

million is allocated for the construction of the new facility. Given the disparity between the project budget needed to build the full 172,000 SF and the project budget approved by the M&C, the judicial functions, for the time being, will likely need to be split between the existing Courthouse and a new Judicial Center. At this stage, it is anticipated that the project budget can support the construction of approximately 90,000 SF and the remainder of the needed square footage will need to be provided in a future phase.

4. The ACCGov Major Project Site Selection process has been implemented by a Mayor-appointed resident committee chaired by a Commissioner. The principal charge to the committee is to ensure both appropriate technical and community values are considered and evaluated in the selection of sites for SPLOST and ACCGov facilities. The overall process includes specific activities as follows:
    - Stage I – development of appropriate technical and community values for the site selection criteria which must be approved by the M&C;
    - Stage II – identification of Potential Sites based on the approved criteria, and determination of up to ten Candidate Sites based on evaluated rankings of the Potential Sites. The Candidate Sites must also be approved by the M&C.
    - Stage III – develop detailed site studies as appropriate and a recommended final site ranking for M&C review and approval. Each of these steps also includes a public information/community meeting process to receive input from the public for additional consideration.

5. Using the approved Siting Criteria, 9 Potential Sites (**Attachment #3**) were identified and evaluated against the criteria relative to the technical and community values. Each site was assigned points based on this evaluation to provide relative pros and cons for consideration. The Potential Sites were recommended by the UG and SSC (History #35) and public input on the Potential Sites was evaluated as part of determining a recommendation for the proposed candidate sites for further study and evaluation.

6. The approved Major Project Site Selection Process requires that the SSC submit to M&C a minimum of three recommended Candidate Sites for further evaluation. After the public input and the evaluation of the Potential Sites, the Project User Group recommended four candidate sites (History #37). Subsequent to the UG recommendation, the SSC reviewed the public input, the design team evaluation of the design team, the recommendation of the User Group, and ultimately voted unanimously to recommend five Candidate Sites, listed below, for approval by the M&C and to subsequently be further evaluated under Stage III of the ACCGov Site Selection Process.
    - 355 East Hancock Ave. – Current location of the Robert G. Stephens Federal Building
    - 2915, 2665, 2555 Lexington Rd. – Current location of the ACCGov owned properties where the Jail, Landscape Management Facility, and an undeveloped parcel are located
    - 160, 230 E Strong St., 550 N Jackson St. – Current location of the ACCGov owned parking lots managed by the Athens Downtown Parking System
    - 484 North Ave. – Current location of Piggly Wiggly and U-Haul Plaza
    - 120 W Dougherty St. – Current location of the ACCGov Dougherty Street Governmental Building

7. Anticipated remaining timeline for Site Selection Process

    - M&C Action on Candidate Sites List August 1, 2023

- Staff Studies Candidate Sites as Directed by M&C — August - October 2023
- SSC Reviews Candidate Sites Studies — October - November 2023
- SSC Presents Recommendation to M&C Executive Session — November 7, 2023

8. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Built and Natural Infrastructure, Strategy B: *Ensure equitable access to infrastructure to enhance safety and identity*
    - Built and Natural Infrastructure, Strategy C: *Provide adequate funding for maintenance of existing and newly constructed infrastructure*

OPTIONS:

1. Mayor and Commission:

    a. Approve the Site Selection Committee's (SSC) recommended Candidate Sites, as shown on **Attachment #1**, in accordance with Stage II of the Unified Government of Athens-Clarke County (ACCGov) Major Site Selection Process for the Judicial Center (SPLOST 2023 Project 01, SP #1); and

    b. Authorize the SSC to enter Stage III of the ACCGov Major Site Selection Process, evaluation of candidate sites, to include technical and cost evaluations, candidate site rankings and recommendation to the M&C of site acquisition for the new Judicial Center (SPLOST 2020 Project 01, SP #1) to be presented for review and approval by the Mayor and Commission.

2. Mayor and Commission do not approve the Candidate Sites for SPLOST 2020 Project 01, Facilities Space Modernization, SP #1.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a & b

DEPARTMENT: Office of the Manager-SPLOST Program Management
Prepared by: John Simoneaux, Project Administrator



Joseph D'Angelo, SPLOST Capital Projects Director — Date: 6/28/2023

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a & b



July 11, 2023

Manager Date:

Attachment #1 – Recommended Candidate Sites
Attachment #2 – Approved Project Concept and Site Selection Criteria
Attachment #3 – Potential Sites

Attachment # 1

Facilities Space Modernization Project
SPLOST 2020 Project #01 – Sub Project #1

Judicial Center - Recommended Candidate Sites

- **355 E Hancock Ave. – Current location of the Robert G. Stephens Federal Building**
  (Ranked #1 – Score: 70, 4.45 Acres)

- **2915, 2665, 2555 Lexington Rd. – Current location of the ACCGov owned properties where the Jail, Landscape Management Facility, and an undeveloped parcel are located**
  (Ranked #4 – Score: 64, 143.14 Acres)

- **160, 230 E Strong St., 550 N Jackson St. – Current location of the ACCGov owned parking lots managed by the Athens Downtown Parking System**
  (Ranked #5 – Score: 58, 2.79 Acres)

- **484 North Ave. – Current location of Piggly Wiggly and U-Haul Plaza**
  (Ranked #6 – Score: 56, 13.27 Acres)

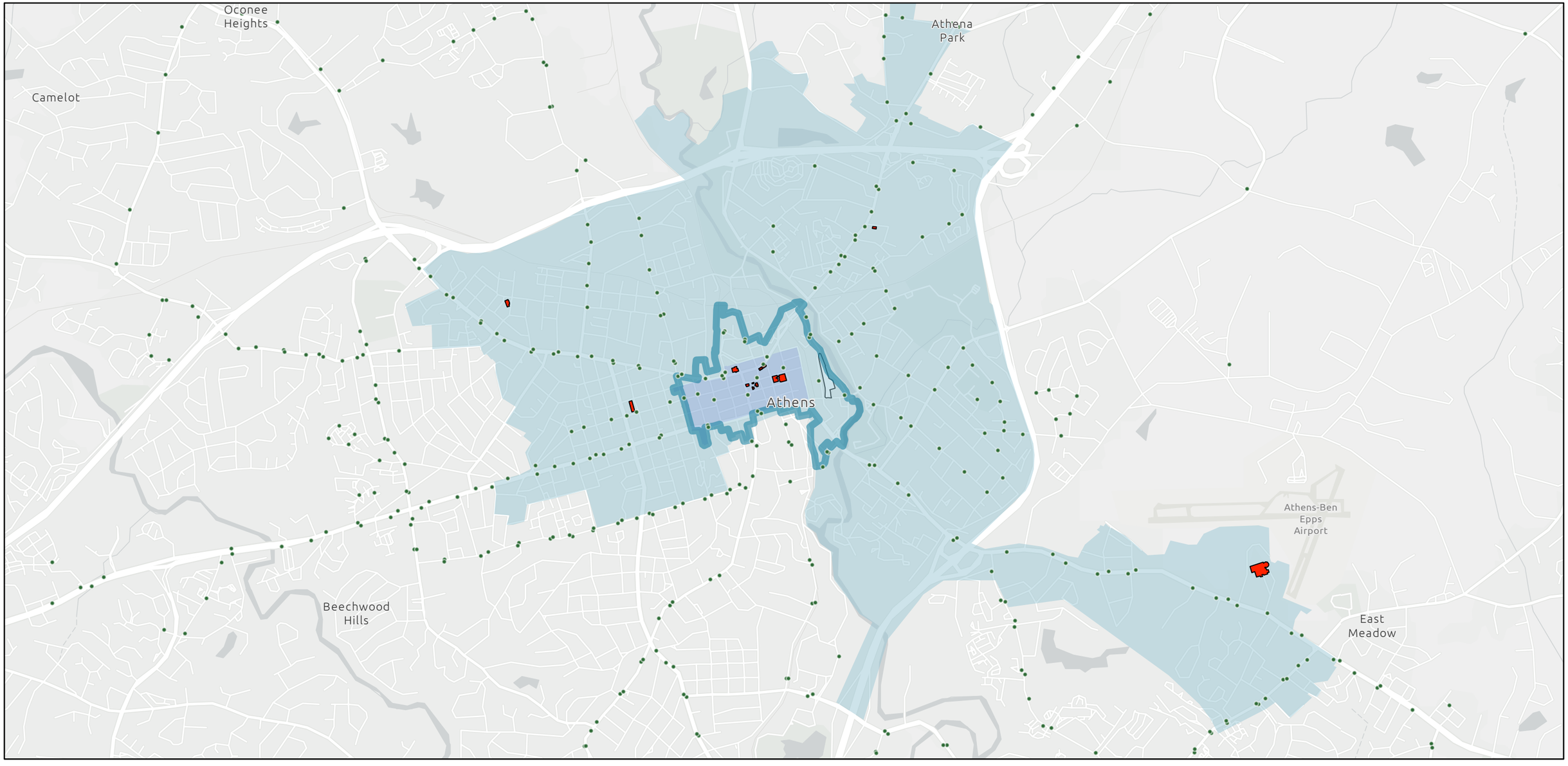
- **120 W Dougherty St. – Current location of the ACCGov Dougherty Street Governmental Building**
  (Ranked #7 – Score: 56, 1.95 Acres)

Athens-Clarke County Judicial Center - Site Criteria and Standards

	Criteria	Must Have (MH) - 1 point *Minimum for site/project*	Highly Wanted (HW) - 3 points *Not required but a good option*	Nice to Have(NH) - 5 points *Ideal best option*
1.00	**Technical Values:**			
1.1	**Property Area - Future Expansion/Adaptation**	Acceptable Square footage to support minimum programmatic building / parking functions. 2 acres min.	(MH) w/ room for lateral expansion.	(MH) w/ lateral expansion (phased) and with on-site parking.
1.2	**Topography**	20% or less grade variation. *Some grade variations can be useful for siting of programmatic building functions that can utilize semi-subterranean.*	10% or less grade variation or a site that requires minimum cut/fill.	5% or less grade variation. (Flat terrain)
1.3	**Utility Capacity (Electrical, Storm Water, Sanitary, Water Service, Data Network)**	Sites must have access to all utilities (water, power, sanitary, storm, county fiber network)	Access to all utilities with minimal expansion, upgrades, and extensions.	Access to all utilities, readily available, no expansion or extension required.
1.4	**Zoning**	Sites currently zoned to accept Judicial Center building type or acceptable for rezoning.	Sites currently zoned Commercial, or Government or sites acceptable to be rezoned. Not near single-family	Sites currently zoned Government.
1.5	**Acquisition Approach**	Any site acceptable for purchase.	Sites within budget allotted for site acquisition for the project.	ACC Government owned site, or site with minimal acquisition costs.
1.6	**Secure Standoff and setback Distances and Site Security**	Sites that provide a safe working environment. 50'-20' setback on two sides.	Sites that allow for 50' setback from primary public face	Sites that allow for the 50' setback from primary roads and adjacent buildings on all sides and public unsecure parking.
1.7	**Parking**	Sites that provide space for a minimum of 100 parking spaces for secure parking for Judges, Sheriff, and other designated key staff	Sites with the capacity to accommodate all staff and 70 jurors on site.	Sites that allow for all public and staff parking on site.
1.8	**Site Prep Cost Drivers**	Subsurface conditions identified (rock/other) - per geotechnical and due diligence report to the extent possible and are estimated to fit within the budget.	Minimal impact from subsurface conditions.	No anticipated subsurface conditions (rock/other) - per geotechnical and due diligence report.
1.9	**Site Access**	1 curb cut for vehicle access.	2 curb cuts for separate access.	Multiple curb cuts
1.1	**Accommodate Minimum Building Dimension**	90'-0" Narrow building dimension.	120'-0" Narrow building dimension.	120'-0" + Narrow building dimension and the ability to accommodate expansion (phased)
1.11	**Sustainability**	Site meets minimum sustainability rating criteria system.	Site that allow mid-level sustainability rating.	Sites that allow for high level sustainably.

	Criteria	Must Have (MH) - 1 point *Minimum for site/project*	Highly Wanted (HW) - 3 points *Not required but a good option*	Nice to Have(NH) - 5 points *Ideal best option*
2.00	**Community Values:**			
2.1	**Property Location**	Located within the "Must Have" boundary as defined on the attached map.	Located within the "Highly Wanted" boundary as defined on the attached map.	Located within the "Nice to Have" boundary as defined on the attached map.
2.2	**Public Access and Alternative Transportation (Multi-modal)**	Sites that are on a publicly accessible route.	Sites accessible to multi-modal accessible routes within 1/4 mile or 5 min walking distance or 4 blocks or less to at least one accessible bus route.	Proximity to Greenway, trails, etc.
2.3	**Site Visibility and Appropriateness of Image**	Any viable site that supports the introduction of the new Judicial Center with sensitivity to the surrounding social and architectural context.	Sites that encourage, through the placement of the new Judicial Center the opportunity to positively impact the urban fabric and character of the surrounding areas	Sites that encourage / provide opportunity for future growth. Sites that allow the Judicial Center to become a focal point for the city.
2.4	**Proximity to Associated Gov/County Agencies**	Located within the "Must Have" boundary as defined on the attached map.	Located within the "Highly Wanted" boundary as defined on the attached map.	Located within the "Nice to Have" boundary as defined on the attached map.
2.5	**Economic Impact**	Cost within allocated budget	No adverse impact.	Positive Impact on surrounding area.
2.6	**Connection to Amenities**	Sites within 1/4 mile or no greater than 5 min walking proximity to amenities.	Sites less than 5 min driving distance to amenities.	Sites with amenities as part of the Judicial complex.

Site Criteria Map - Athens-Clarke County Judicial Center - Overall Plan



8/22/2022

1:41,000

0 0.38 0.75 1.5 mi

0 0.5 1 2 km

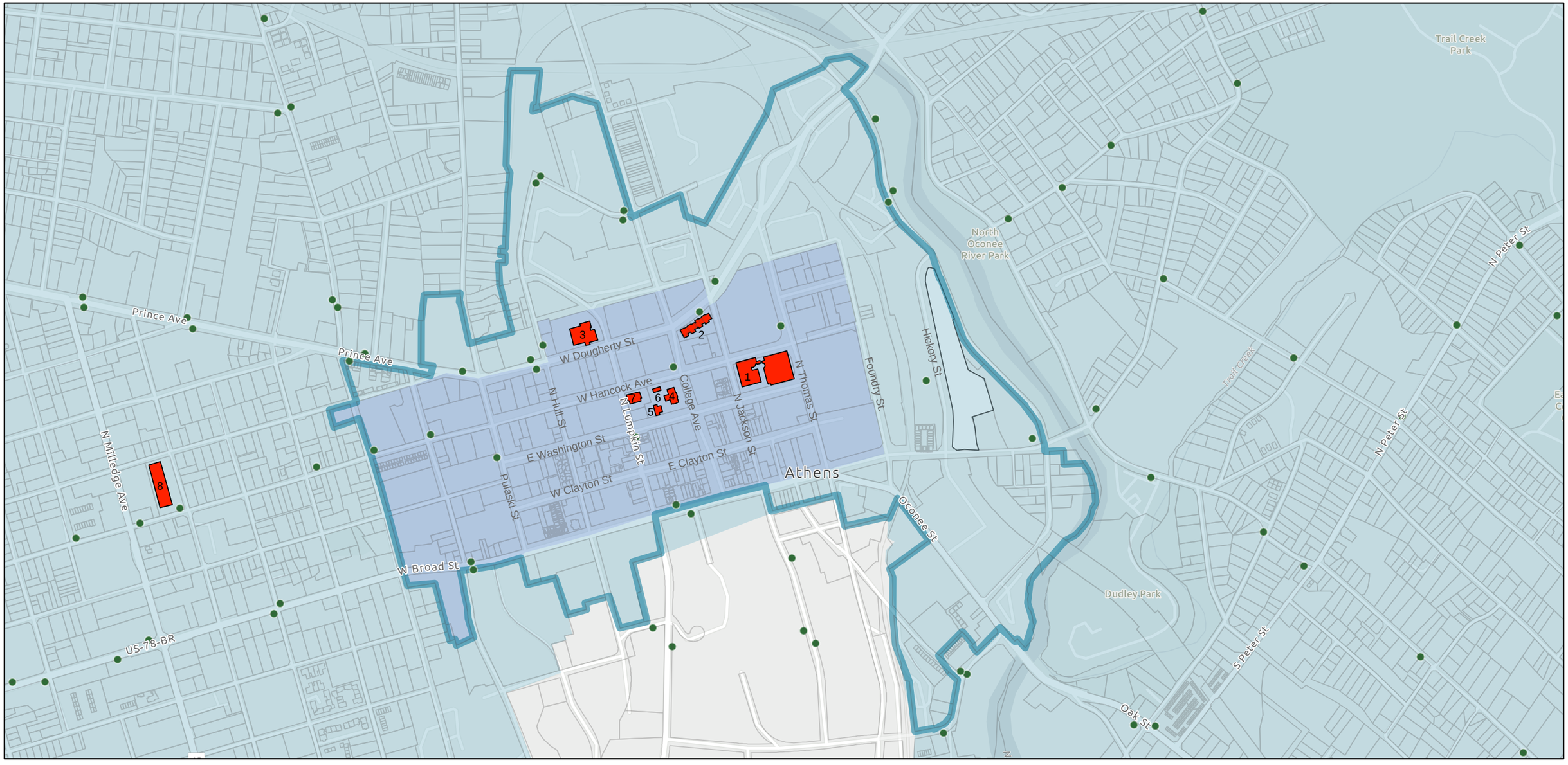
- Government Building
- Bus Stop
- Nice to Have (NH)
- Highly Wanted (HW)
- Must Have (MH)
- Parcel Boundary

BREEDLOVE LAND PLANNING Landscape Architects • Civil Engineers

CROFT

DLRGROUP

Site Criteria Map - Athens-Clarke County Judicial Center - Enlarged Plan



8/22/2022

1:10,000

0 0.07 0.15 0.3 mi

0 0.15 0.3 0.6 km

Government Building

Bus Stop

Nice to Have (NH)

Highly Wanted (HW)

Must Have (MH)

Parcel Boundary

Existing Building Key:

1. Athens-Clarke County Judicial Center
2. Public Defender
3. Athens-Clarke County Planning Department
4. Athens City Hall
5. Athens-Clarke County Attorney's Office
6. Central Services
7. Athens-Clarke County Public Utilities Department
8. Health Department

BREEDLOVE LAND PLANNING Landscape Architecture + Civil Engineering

CROFT

DLRGROUP

Athens-Clarke County Judicial Center - Project Concept

Proposed Project Concept:

All items listed below noted within the categories “Must Have”, “Highly Wanted”, and “Nice to Have” will receive priority consideration.

Must Have:

- Building area of acceptable square footage to support the designated program.
- Program elements that support operational efficiencies between End Users and access to justice for Athens-Clarke County residents
- Space allocation to meet immediate needs.
- Courtrooms and Hearing Rooms designed for universal ADA access, spatial configurations to support functional operations by court type and current and future technology to ensure long-term flexibility
- Secure building access for all building occupants through a controlled security screening checkpoint
- Dedicated circulation systems for public, staff, and secure movement supporting best courthouse planning practices
- Building planning and organization that supports visual monitoring through unobstructed sightlines
- Secure transport, transfer, and delivery of in custody defendants to the courthouse
- Site area to accommodate efficient building floor areas to avoid unnecessary separation of departments
- Courthouse is welcoming and accessible.
- Interior environment supports health, safety, wellness, comfort, and convenience for all patrons and end users
- Courthouse preserves and affirms the dignity and equality of the Athens-Clarke County citizens who appear in court
- Courtroom environments encourage the proper decorum and respect
- Public art display area
- Building systems and exterior envelope supports energy efficiency and sustainable design best practices
- Public waiting areas with appropriate environmental design in support of trauma informed design principles.

Highly Wanted:

- Dedicated Multi-use / Jury Assembly Area with ample seating and support functions to accommodate jurors
- Space allocation shell for phased or future program
- Building planning that supports flexible access and use of conferencing, training, and multi-purpose spaces
- Crime Prevention Through Environmental Design of site that allows for ease of security monitoring, universal accessibility, and protects the building perimeter using passive design elements (hardscape and landscape buffers)
- Site configuration to support separate access points for public, juror, staff, and secure pedestrian and vehicle movement
- Outdoor covered entry area for public access protected from inclement weather

- Supports community connectivity through ease of access by its location, access to mass-transit, and neighboring context of civic and community-based infrastructure
- New Judicial Center is municipally modest and reflects the context, culture, and history of Athens-Clarke County
- Building concept is recognizable as a public landmark.
- Incorporation of state-of-the-art technology to maximize access to case files and juror processing
- Acoustical comfort to reduce stress and amplify communications
- Visual comfort through connections to daylight and views
- Focus on indoor air quality
- Temperature and humidity control conducive to comfort of occupants
- To meet ACC Sustainability Policy criteria at a level higher than minimum criteria being met (i.e., LEED Silver or Gold)

Nice to Have:

- Public building amenities such as wellness rooms and café
- Meeting space and hoteling space for staff and agencies found outside of the new Judicial Center
- Consolidated Accountability Court operations for ease of access and increased support for Drug Court, Veterans Court, and Mental-Health Court
- Separation of departmental functions that serve divergent client types (juveniles, families, adults, victims, witnesses, probationers) subject to space availability.
- Site conditions that support below grade building areas (secure parking, central holding, and transport operations) that can assist with secure design.
- To meet ACC Sustainability Policy criteria at a level higher than HW.
- Energy performance enhancements through adequate balance of lighting and daylighting

POTENTIAL SITES for ACCGOV JUDICIAL CENTER

Note: *Sites are listed first by number of points, then alphabetically within the point category. With 51+ points each, 9 sites (#1-9) are suggested for further review by the Site Selection Committee as sites that have been deemed more appropriate based on the Site Criteria and Standards. The maximum possible score for the Mayor and Commission approved Site Selection Criteria is 85 points.*

RECOMMEND for further evaluation:

1. **355 E Hancock Avenue, Parcel # 171B1 A003: Federal Building Site (4.45 Acres) – 70 Points**

Benefits:

a. The property area appears to support Phase 1 and Phase 2 proposed building footprints. (Phase 1 - Building Footprint 23,000 square feet, Phase 2 - Building Footprint 21,250 square feet).
b. No challenging grade variations apparent.
c. Currently zoned to support judicial facility. (G Commercial Government)
d. Previously developed site with established utilities and infrastructure.
e. Adjacent to the existing Athens-Clarke County Courthouse.
f. Proximity to existing Athens-Clarke County Courthouse parking deck and surrounding public parking decks.
g. Multiple site access points.
h. Access to alternative transportation. Proximity to existing bus, bike, and multi-use trail routes.
i. Walkable to local businesses and other amenities.

Challenges:

a. Property is not owned by the Unified Government of Athens-Clarke County. Property acquisition availability unknown.
b. Would likely require demolition of the existing federal building.
c. Downtown location likely has extensive, unknown utility and/or previous development infrastructure underground.

2. **132 Cleveland Avenue, 1005 College Avenue, Parcel #163C2 B001, 163C2 B002: ACCGov CHARM facility/old landfill (14.75 Acres Total) – 66 Points**

Benefits:

a. Owned by the Unified Government of Athens-Clarke County.
b. The property area appears to support Phase 1 and Phase 2 proposed building footprints. (Phase 1 - Building Footprint 23,000 square feet, Phase 2 - Building Footprint 21,250 square feet).
c. Currently zoned to support judicial facility. (G - Government)
d. Access to alternative transportation. Proximity to bike and multi-use trail routes. Potential for existing bus route near Ruth Drive to be adjusted.
e. Potential for redeveloping the existing landfill to serve as parking or a green space.
f. Proximity to Georgia 10 Loop and the downtown district (less than 1 mile drive to each)

Challenges:

a. Significant potential environmental remediation necessary (old landfill subsurface condition and industrial site), which will likely drive up site costs.
b. Property is partially located within a floodplain.
c. Property is adjacent to single family residential neighborhoods.
d. Not in walkable proximity to downtown existing government facilities or amenities. Predominately passenger vehicle dependent.
e. No existing public parking in the walkable surrounding area.

3. **1570 Lexington Road, Parcel # 174B1 B008A: Existing Movie Theater (10.87 Acres) – 64 Points**

Benefits:

a. The property area appears to support Phase 1 and Phase 2 proposed building footprints. (Phase 1 - Building Footprint 23,000 square feet, Phase 2 - Building Footprint 21,250 square feet).
b. Currently zoned to support judicial facility. (C-G - Commercial General)
c. No Challenging grade variation apparent.
d. Previously developed site with established utilities and infrastructure.
e. Proximity to the Georgia 10 Loop and the downtown district.
f. Multiple site access points with an existing signalized intersection on Lexington Rd.
g. Access to alternative transportation. Proximity to existing bus, bike, and multi-use trail routes.

h. Located along Lexington Road, the main corridor linking the jail and downtown (2 mile, 7 minute drive to existing Athens-Clarke County Courthouse)
i. Surrounding retail/undeveloped parcels offers potential redevelopment opportunities for future amenities.
j. Would benefit from approved, future multi-use path on North side of Lexington.

Challenges:

a. Not owned by Unified Government of Athens-Clarke County. Likely a high acquisition cost as the current movie theater was recently renovated.
b. Location is partially within airport overlay.
c. Site is set back behind retail which would limit street presence of judicial center.
d. Not in walkable proximity to downtown existing government facilities.

4. **2915, 2665, 2555 Lexington Road, Parcel #233 001, 233 003, 233 003A: ACCGov Jail, Landscape Management, and Undeveloped Site (143.14 Acres Total) – 64 points**

Benefits:

a. The property is owned by the Unified Government of Athens-Clarke County.
b. The property area appears to support Phase 1 and Phase 2 proposed building footprints. (Phase 1 - Building Footprint 23,000 square feet, Phase 2 - Building Footprint 21,250 square feet).
c. Currently zoned to support judicial facility. (G - Government)
d. Large site area, more than 140 acres allowing for multiple placement options.
e. Proximity to the existing jail for efficient Sheriff Operations.
f. Access to public transportation with proximity to an existing bus route on Lexington.
g. Located along Lexington Road, the main corridor linking the jail and downtown (3.3 mile, 10 minute drive to existing Athens-Clarke County Courthouse)
h. Would benefit from approved, future multi-use path on North side of Lexington.

Challenges:

a. Would likely require the relocation of the ACCGov Landscape Management Department.
b. Extent of developable area unknown without further due diligence.
c. Environmental constraints including on-site waters and site grading appear significant. Further due diligence require to determine impact.
d. Located within airport overlay. Proximity to airport poses potential limiting factors to building height and/or assembly spaces.
e. Not in walkable proximity to downtown existing government facilities or amenities. Predominately passenger vehicle dependent.

5. **160, 230 E Strong Street, Parcel #171A2 H001, 171B1 B001: Downtown ACCGov owned parking lots (2.07 Acres Total) – 58 Points**

Benefits:

a. Owned by the Unified Government of Athens-Clarke County.
b. No challenging grade variations apparent.
c. Currently zoned to support judicial facility. (C-D Commercial Downtown)
d. Previously developed with established utilities and infrastructure.
e. Favorable site access with multiple access points and established signalized intersection at the corner of College Ave and E Dougherty St/North Ave.
f. Proximity to the existing Athens-Clarke County Courthouse (.3 mile drive, 5-10 min walk)
g. Proximity to the existing Athens-Clarke County Courthouse parking deck and surrounding public parking decks.
h. Access to alternative transportation. Proximity to existing bus, bike, and multi-use trail routes.
i. Walkable to local businesses and other amenities.

Challenges:

a. Future expansion not possible due to limits of available space.
b. Lease agreement currently in place with adjacent apartments for parking.
c. Property area would constrain the required secured standoff and setback distances.
d. Site configuration would constrain the minimum building dimension.
e. Lacks sufficient area to accommodate all necessary parking on site.
f. Would likely require partnership with the Athens Downtown Development Authority to develop and share parking.
g. Downtown location likely has extensive, unknown utility and/or previous development infrastructure underground.

6. **484 North Avenue, Parcel #164 013: Piggly Wiggly and U-Haul Site (13.27 Acres) – 56 points**

Benefits:

a. The property area appears to support Phase 1 and Phase 2 proposed building footprints. (Phase 1 - Building Footprint 23,000 square feet, Phase 2 - Building Footprint 21,250 square feet).
b. Currently zoned to support judicial facility. (C-D Commercial Downtown)
c. No challenging grade variations apparent.
d. Previously developed site with established utilities and infrastructure.
e. Proximity to the Georgia 10 Loop and the downtown district. (1.4 mile, 5 min drive to existing Athens-Clarke County Courthouse)
f. Access to public transportation. Multiple bus routes in proximity to the site.

Challenges:

a. Not owned by the Unified Government of Athens-Clarke County. Likely a high acquisition cost as it would require displacing existing businesses.
b. Site is set back behind retail parcels which would limit street presence of judicial center.
c. Not in walkable proximity to downtown existing government facilities. Predominately passenger vehicle dependent.

7. 120 W Dougherty Street, Parcel # 171A2 G004: Existing ACCGov Planning Department (1.95 Acres) – 56 points

Benefits:

a. Owned by the Unified Government of Athens-Clarke County.
b. Currently zoned to support judicial facility. (G Government)
c. Previously developed site with established utilities and infrastructure.
d. Favorable site access with multiple access points and established signalized intersection at the corner of W Dougherty St and N Lumpkin Street.
e. Proximity to the existing Athens-Clarke County Courthouse (.5 mile drive, 5-10 min walk)
f. Proximity to the existing Athens-Clarke County Courthouse parking deck and surrounding public parking decks.
g. Access to alternative transportation. Proximity to existing bus, bike, and multi-use trail routes.
h. Walkable to local businesses and other amenities.
i. The existing basement level could be utilized for the security elements of the new judicial system program.

Challenges:

a. Future expansion not possible due to limits of available space.
b. Property area would constrain the required secured standoff and setback distances.
c. ACCGov Departments currently housed in the building would need to be relocated.
d. Lacks sufficient area to accommodate all necessary parking on site.
e. Would likely require partnership with the Athens Downtown Development Authority to develop and share parking.
f. Downtown locations likely have extensive, unknown utility and/or previous developed infrastructure underground.

8. 200 Boley Drive, Parcel #161 016: Former Athens Amphitheater Site (49.07 Acres) – 54 points

Benefits:

a. The property area appears to support Phase 1 and Phase 2 proposed building footprints. (Phase 1 - Building Footprint 23,000 square feet, Phase 2 - Building Footprint 21,250 square feet).
b. Currently zoned to support judicial facility. (C-G Commercial General)
c. Proximity to Georgia 10 Loop and the downtown district (1.9 miles, 5 min drive to existing Athens-Clarke County Courthouse)
d. Access to the North Oconee Greenway and Sandy Creek Nature Center.
e. Some site preparation has already been performed on the site.

Challenges:

a. Not owned by the Unified Government of Athens-Clarke County.
b. Extent of developable area unknown, without further due diligence, due to topography.
c. Not in walkable proximity to downtown existing government facilities or amenities. Predominately passenger vehicle dependent.
d. No direct or adjacent public transportation routes currently available.
g. Substantial grade change across site.

9. 165 Pulaski Street, 110 Newton Street, 414, 404, 396, 384, 354 W Broad Street, Parcel #171A4 A011, 171A4 A004, 171A4 A005, 171A4 A006, 171A4 A007, 171A4 A008, 171A4 A009: Redeemer Presbyterian Church sites (2.51 Acres Total) – 51 points

Benefits:

a. Previously developed site with established utilities and infrastructure.
b. Currently zoned to support judicial facility. (C-D Commercial Downtown)
c. Proximity to the existing judicial center and other government agencies. (.5 mile drive, 10 min walk)

d. Access to alternative transportation. Proximity to existing bus, bike, multi-use trail routes.
e. Walkable to local business and other amenities.
f. Established signalized intersection at Pulaski St and W Broad St.

Challenges:

a. Future expansion not possible due to limits of available space.
b. Property area would constrain the required secured standoff and setback distances.
c. Not owned by the Unified Government of Athens-Clarke County.
d. Site access is limited to one entrance on Pulaski Street.
e. Surrounding building type context does not support the introduction of Judicial Center. (Scale of surrounding buildings, and adjacent multi-family)
f. Existing site topography limits the buildable area.
g. Lacks sufficient area to accommodate all necessary parking on site and there are no immediate walkable public parking decks.
h. Downtown locations likely have extensive, unknown utility and/or previous developed infrastructure underground.

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2011 Project 14, Sandy Creek Park Renovation and Development, Sub-Projects #7 – Sandy Creek Park Playground Replacement, Design and Construction Services Contract Award

DATE: July ~~10~~ 27, 2023

BUDGET INFORMATION:

REVENUES:

	$ 1,955,000	SPLOST 2011, Project 14 Funding (All Tiers)
	$ 702,635	SPLOST 2011, Project 16 Funding (Playground only)
	$ 2,657,635	

EXPENSES:

CAPITAL:	$ 1,738,461	Expensed or Encumbered
	$ 0	Designated Design
	$ 3,700	Designated Public Art
	$ 20,000	Designated Misc., Testing, PM Fees, & Permitting
	$ 45,474	Designated Design & Construction Contingency
	$ 850,000	Available for Design & Construction

FUNDING SOURCE: SPLOST 2011, Project 14 Funding (All Tiers) and Project 16 Funding (Playground)

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve a designation of ~~(*To Be Determined*)~~ Playworx Playsets, LLC as the highest scoring firm for Professional Design and Construction Services Contract Award for, Sub-Projects #7 – Sandy Creek Park Playground Replacement (SPLOST 2011 Project 14, Sandy Creek Park Renovation and Development);

b. Authorize the staff to negotiate a final Scope of Services and Fees with ~~(*To Be Determined*)~~ Playworx Playsets, LLC for a not-to-exceed contract amount of $850,000; and

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

HISTORY:

1. On November 2, 2010, Athens-Clarke County citizens approved the SPLOST 2011 Program Referendum. This referendum included Project 14, Sandy Creek Park Renovation and Development.

2. On November 1, 2011, the Mayor and Commission (M&C) approved the Master Implementation Plan and Funding Schedule for the SPLOST 2011 Program. The SPLOST 2011 Project 14, Sandy Creek Park Renovation and Development, included the funding

programmed for SPLOST 2011 Program Tiers 4-9.

3. By correspondence dated November 2, 2015, the Athens Cultural Affairs Commission (ACAC) recommended (in accordance with the Athens-Clarke County Code Ordinance, Section 1, Title 1, Chapter 1-25-6, Additional Funding for Public Art) to the M&C that no art funding be budgeted related to Sub-Projects #1-#4 of the Sandy Creek Park Renovations (SPLOST 2011 Project 14). A decision regarding public art for Sub-Project #5 was deferred until Preliminary Design for the trail work associated with Sub-Project #5.

4. On November 16, 2015, the SPLOST Citizens Oversight Committee reviewed the proposed Sub-Projects #1-5 Concept for the Sandy Creek Park Renovation and Development Project (SPLOST 2011 Project 14), and by unanimous vote confirmed that the Proposed Sub-Projects #1-5 Concepts were compliant with the Mayor and Commission approved Initial Project Statement for SPLOST 2011 Project 14.

5. On December 1, 2015, M&C approved the Project Concepts for Sandy Creek Park Renovations (SPLOST 2011 Project 14, Sub-Projects #1, #2, #3, #4, & #5) as follows:
    a) Sub-Project #1 – Road Maintenance, Phase 1 completed June 2016 and Phase 2 completed April 2019;
    b) Sub-Project #2 – Replacing Fishing Piers, completed March 2018;
    c) Sub-Project #3 – Replace Picnic Tables and Trashcans, completed summer of 2017;
    d) Sub-Project #4 – Renovate Dog Parks, completed fall 2018; and
    e) Sub-Project #5 – Upgrade Lakeside Trail at Lake Chapman, bridges completed June 2018.

6. On May 8, 2017, the 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 Mayor and Commission that Sub-Project #16 (Playground Replacement at Sandy Creek Park), of SPLOST 2011 Project 16 was not appropriate for public art. (It was not appropriate for public art because of the limited budget available for the project.)

7. On June 5, 2018, M&C approved the Project Concept for Sub-Project #16 Playground Replacement at Sandy Creek Park, with a budget of $125,000 and declared that it was not appropriate for public art.

8. In February 2019, a survey of the Sandy Creek Park boundary, including the Lakeside Trail was completed.

9. On May 20, 2019, the SPLOST Citizens Oversight Committee reviewed the proposed Sub-Projects #6 & 7 Concepts for the Sandy Creek Park Renovation and Development Project (SPLOST 2011 Project 14), and by unanimous vote confirmed that the Proposed Sub-Projects #6 & 7 Concepts were compliant with the Mayor and Commission approved Initial Project Statement for SPLOST 2011 Project 14.

10. On May 24, 2019, the Athens Cultural Affairs Commission offered a recommendation in accordance with Athens-Clarke County Code Ordinance, Section 1, Title I, Chapter 1-25-6, and Additional Funding for Public Art, to the M&C related to the use of public art for Sub-

Project #7, Playground Replacement.

11. On May 23, 2023, a Request for Qualifications/Proposals (RFQ/P #01099) for Inclusive Playground Design and Installation Services for the Sandy Creek Park Beachside Playground Replacement (SPLOST 2011 Project 14, Sub-Project 7) was released by ACCGov in accordance with the ACCGov procurement process.

12. On June 20, 2023 four qualification proposals (F&I #8were received in response to the above-noted RFQ #01099 for Inclusive Playground Design and Installation Services.

13. On July 7, 2023, the User Group met and shortlisted firms for interviews and presentations.

14. On July 27, 2023 the User Group interviewed the shortlisted firms and determined the highest scoring proposal. (See F&I #8)

FACTS & ISSUES:

1. The Initial Project Statement for Project 14, Sandy Creek Park Renovation and Development reads as follows:

   Project 14, Sandy Creek Park Renovation and Development*, will provide for the re-development/renovation of areas within Sandy Creek Park such as the Visitor's Center, renovation of Park restrooms to comply with ADA standards, rehabilitation of the campground, and general infrastructure improvements to park structures and roadways in accordance with the Sandy Creek Park Master Plan.*

2. Funding for SPLOST 2011 Project 14 began in FY 2015 (Tier 4) and is equally distributed across six tiers through FY 2020 (Tier 9). The funding for each Tier is approximately $322,500. Work on Sub-Projects #1-4 has been on-going since the approval of the Project Concepts. Sub-Projects #1-4 have been completed and all funding tiers are available.

3. Following a survey of the property of Sandy Creek Park, staff confirmed that over half of Lakeside Trail falls outside of Athens-Clarke County (ACC). The trail sections outside of ACC are not eligible for SPLOST funding. Two bridges on a portion of Lakeside Trail that is within ACC were completed in June of 2018, History #5.

   Due to the majority of the Lakeside Trail being located outside of ACC and in Jackson and Madison Counties, Sub-Project #5 is not viable as an option to fully rehabilitate the Lakeside Trail as identified in the original Sub-Project #5 concept. Leisure Services staff will pursue other funding sources for the remaining portion of the trail rehabilitation and bridge replacement. This allows for the reallocation of the remaining SPLOST 2011 Project 14 funds to other sub-projects in the park that are part of ACC and have emerged as significant needs for the park.

4. Proposed Sub-Project #7 would provide for the replacement of the Beachside Playground playground that is being undertaken as Sub-Project #16 of SPLOST 2011 Project 16 (History #7). The budget allocated from Project 16 is $125,000, which will only provide a

basic type of replacement playground. Recent public input sessions for other projects with playgrounds have indicated a strong desire for more creative playground enhancements, similar to the recent WOW playground replacement; including ADA accessibility improvements. Based on these comments, staff would like to supplement the current funding and provide opportunities for a slightly larger, more creative, and innovative playground as part of the replacement project. A survey would be developed and open for the public to weigh in on the selection of playground enhancements prior to the implementation of the project.

5. The estimated cost of Sub-Project #7 is approximately $850,000 (including $125,000 from Project 16 funds); which represents the balance of funding for the SPLOST 2011 Project 14. The design and construction of the playground will be handled by a single firm selected by a reverse-bid process. The firms have been given the firm, maximum budget and told to provide the best playground that is possible for that budget. The proposed schedule for Sub-Project #7 targets the start of construction in the fall of 2023.

6. The Evaluation Criteria utilized by the Evaluation Team included the following:
   a) Overall look of the proposal and how well the Offeror followed the instructions of the proposal format provided in Section I. For example, evaluators will be looking for completeness of the pdf file (bookmarks, tabs, hyperlinks, file names, etc.), spelling, typographical errors, page counts, correct project and client names referenced;
   b) Experience and Qualifications of the Team members;
   c) Experience of the Team in the design and execution of comparable projects in size and complexity;
   d) Team's recognition of the project constraints and design challenges;
   e) Performance of the Team in the presentation and interview process;
   f) Reasonableness and consistency of proposed price for the required services;

7. The User Group will review and scoring the written proposals. Interviews will be scheduled with the shortlisted firms. Proposals were received from the following Firms/Teams (History #12):
   - Safe Play Solutions
   - Playworx
   - Gametime
   - Great Southern Recreation LLC (GSR)
8. From the review of the proposals, interviews, and equipment to be provided within the stated pricing, the evaluation team ranked ~~(*To Be Determined*)~~ Playworx Playsets, LLC as the highest scoring firm and recommends award of the Inclusive Playground Design and Construction Services Contract to ~~(*To Be Determined*)~~ Playworx Playsets, LLC , with a not-to-exceed contract amount of $850,000. The agenda report will be updated with the selection prior to the August 1, 2023 voting meeting.

9. The project is scheduled to begin construction in the late Fall of 2023 and be completed in the spring of 2023.

10. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:

- Goal Area 1: Good Neighbors
    - Support and promote healthy lifestyle choices: moving, eating, forming healthy relationships, physical and psychological care

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OPTIONS:

1. Mayor and Commission:
    a. Approve a designation of ~~(*To Be Determined*)~~ Playworx Playsets, LLC as the highest scoring firm for Professional Design and Construction Services Contract Award for, Sub-Projects #7 – Sandy Creek Park Playground Replacement (SPLOST 2011 Project 14, Sandy Creek Park Renovation and Development);

    b. Authorize the staff to negotiate a final Scope of Services and Fees with ~~(*To Be Determined*)~~ Playworx Playsets, LLC for a not-to-exceed contract amount of $850,000; and

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

2. Mayor and Commission deny award for Inclusive Playground Design and Installation Services.

3. Mayor and Commission defined option.

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

DEPARTMENT: SPLOST Program Management
Prepared by: Michael Kajder, for

Keith D. Sanders _____ July 10, 2023
Keith Sanders, SPLOST Program Administrator Date:

_____ July 10, 2023
Kent Kilpatrick, Leisure Services Director

ADMINISTRATIVE COMMENTS:

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

_____ July 11, 2023
Manager Date:

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2011 Project 23, SP #8 – Construction Services Contract Award for ACC Library and On-Call Solar Photovoltaic Systems Services Contract Awards (RFP #01060)

DATE: June 28, 2023

BUDGET INFORMATION:

REVENUES:	$	970,000	SPLOST 2011 Funding (Tiers 4 through 9)
	$	50,000	Georgia Solar Program Rebate #1 (SP #2)
	$	49,500	Georgia Solar Program Rebate #2 (SP #6)
	$	48,158	Georgia Solar Program Rebate #3 (SP #7)
	$	140,000	Georgia Public Libraries MRR Grant (SP#8)
	$	200,000	Georgia Solar Resilience Program Rebate (SP #9)
	$	1,457,658	Total Available Funding

EXPENSES:			
CAPITAL:	$	640,672	Expensed & Encumbered - SPLOST 2011 Funding (SP#1-7; 9-11)
	$	342,497	Expensed & Encumbered – Georgia Solar Program Rebate (SP#2, 6, 7, 9)
	$	150,000	Budget Amendment – Solar at FS #2 and Cooperative Extension (SP #5)
	$	36,217	Remaining designated for SP #10
	$	3,111	Remaining designated for SP #9
	$	5,161	Unused Georgia Solar Resilience Program Rebate (SP #9)
	$	280,000	Available for Construction (SP #8)

FUNDING SOURCE: SPLOST 2011 Program Revenues, MRR Grant, and Georgia Solar Program Rebates

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the selection of two firms - Solar Sun World, LLC and Cherry Street Energy, LLC to provide On-Call Solar Photovoltaic Systems Services for ACCGov Capital Improvement Projects;

b. Award the on-call Construction Services Contract to Solar Sun World for an amount of (*To Be Determined*) to provide the construction services for SPLOST 2011 Project 23, Sub-Project (SP) #8 to install Solar Photovoltaic Systems at the Athens-Clarke County Library;

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

HISTORY:

1. On November 2, 2010, Athens-Clarke County citizens approved the SPLOST 2011 Program Referendum. This referendum included an Energy Sustainability Program (SPLOST 2011 Project 23).

2. On November 1, 2011, the Mayor and Commission (M&C) approved the Master Implementation Plan and Funding Schedule for the SPLOST 2011 Program. The SPLOST 2011 Project 23: Energy Sustainability Program included funding programmed for SPLOST 2011 Program Tiers 4 through 9.

3. On August 5, 2014, the M&C approved the Project Concept for the Energy Sustainability Program (Facts & Issues 2), while specifying that the Manager was to direct all sub-projects to the SPLOST Citizens Oversight Committee to determine if they are consistent with the Project Statement. The M&C also declared that it is not appropriate for public art elements to be included as part of this SPLOST 2011 Project and sub-projects as recommended by the Athens Cultural Affairs Commission.

4. On April 5, 2016, the M&C passed a resolution calling for the increased use of renewable energy to support operations of ACCGov.

5. On April 3, 2019, the M&C approved a project concept for the ACCGov Fleet Enhancement Program (SP #4).

6. On June 25, 2018, Budget Amendment #18-531 transferred $75,000 from the SPLOST Energy Sustainability Project to the SPLOST Fire Station #2 Project and $75,000 from the SPLOST Energy Sustainability Project to the SPLOST Cooperative Extension Project. This transfer was used to cover the expenses of adding solar energy equipment as a part of the construction of these facilities (SP #5).

7. On May 21, 2019, the M&C passed a resolution to adopt 100% Clean and Renewable Energy Goals.

8. On August 4, 2020 the M&C allocated $400,000 from excess SPLOST 2011 proceeds to fund replacement of the original metal roof at the Athens Library, including a replacement of the roof and a supporting HVAC system.

9. In September of 2020, the Athens Regional Library System (ARLS) prequalified the planned roof replacement for a grant from the Georgia Public Libraries Major Repairs and Renovations Grant Program (MRR Grant); the roof project is eligible for a 50% match, up to $200,000. At this time, the Sustainability Office began working with ARLS to see if a solar project could be incorporated as a part of the capital renovations.

10. On October 27, 2020, ARLS notified ACCGov that it was able to prequalify a potential solar installation for a MRR Grant. In addition to the potential $200,000 for the roof replacement listed above, a solar installation is eligible for a 50% match, up to $140,000.

11. On February 9, 2021, the SPLOST 2011 Project 23 User Group met to review potential projects and consider how the remaining SPLOST 2011 program funding may be allocated.

12. On February 25, 2021, the SPLOST 2011 Project 23 User Group met and approved the following recommendations for the remaining Project Funds:
    a. Allocate $31,400 as a funding supplement to the ACCGov Fleet Enhancement Program (SP #4) previously approved on (History #5)
    b. Allocate $140,000 to provide matching funds for grant for solar on the ACC Library (SP #8);
    c. Allocate $270,000 to provide solar energy and battery storage system if approved for the reimbursement of $200,000 from the GEFA Solar Resilience Program (SP #9);

d. Allocate $68,160 to fund energy audit implementation as recommended by recent ACCGov facility energy audits (SP #10);
e. Allocate up to $35,000 to pilot an idle mitigation system on the upcoming ACCGov replacement rescue truck (SP #11). If that project is not viable, then use the $35,000 for additional ACCGov Fleet Enhancement (SP #4).
f. Allocate any remaining contingency, project funds to the ACCGov Fleet Enhancement Pilot (SP #4).

13. On March 22, 2021, SPLOST 2011 Oversight Committee confirmed that the Proposed Project Concept for SP #8 Solar for ACC Library is consistent with the initial Project Statement of SPLOST 2011 Project 23.

14. On April 6, 2021, the M&C approved the Proposed Project Concept for SP #8 to install solar at the ACC Library and accepted a grant/reimbursement of up to $140,000 from the Georgia Public Libraries Major Repairs and Renovations Program, with the Athens Regional Library System operating as a fiscal agent, and authorized this funding be added back to SPLOST 2011 Project 23.

15. On September 7, 2021, the M&C approved a revised Project Concept to restore the library roof rather than replace it as part of the SPLOST 2011: Project #11, Athens-Clarke County Library Improvements Roof Restoration and approved the designation of National Building Contractors (NBC) as the firm with the best quality and price proposal for the roof restoration and award a construction services contract to NBC in an amount of $475,000

16. On August 31, 2022 the roofing refurbishment for the Library was complete.

17. On January 12, 2023, Purchasing Division of the Finance Department released Request for Proposal (RFP) #01060 in accordance with the ACCGov Purchasing Ordinance requirements for the purpose of soliciting proposals from qualified firms to provide On-Call Solar Photovoltaic Systems Services for the ACCGov SPLOST Projects.

18. On January 24, 2023, a pre-proposal conference was held.

19. On February 9, 2023, proposals were received from the following 4 firms:
    a. Cherry Street Energy, LLC
    b. Energy Link LLC
    c. Solar Sun World, LLC
    d. Southern Coker Power, LLC

20. On March 7, 2023, the proposal evaluation team, met to determine the shortlisted firms for second step of the evaluation. The proposal evaluation team consisted of the following members:
    a. Director of Central Services, Andrew Saunders
    b. Sustainability Officer, Mike Wharton
    c. Facilities Management Automation Coordinator, Keith Lunsford
    d. Facilities Management Administrator, Beth Smith
    e. Energy Program and Conservation Coordinator, Aron Hall

21. On March 19, 2023, pricing sheets were submitted by the two top scored, shortlisted firms.

22. On June 6, 2022, the evaluation team met and unanimously agreed with to recommend the final selection of both Solar Sun World, LLC and the Cherry Street Energy, LLC to provide On-Call Solar

Photovoltaic Systems Services for ACCGov Capital Projects.

FACTS & ISSUES:

1. Many of the new Capital Improvement Projects require Solar Photovoltaic Systems Services as part of their projects. Also, the SPLOST 2020 Project 11 Renewable Energy is envisioned to have numerous Solar Photovoltaic Systems as part of it sub-project. With the increased number of new solar systems as part of ACCGov's facilities, come the increased need for technical maintenance assistance for the new systems. Therefore, staff issued an RFP for On-Call Solar Photovoltaic Systems Services. The scope of service outlined in the RFP included, but not limited to, the following services:

   > *New Construction of photovoltaic systems, maintenance of solar equipment and structures after warranties have expired, energy storage solutions, installation for existing solar and non-solar facilities, SEPA's and EV car charger installations. Also includes new construction of solar panels, solar energy storage, electric car chargers, new or replacement of solar equipment, installation, and demolition. Work locations include but are not limited to any ACCGov owned property.*

2. The RFP outlined the process whereby the firm's submittals would be shortlisted and finalized. The first step was reviewing and shortlisting of the firms based on abilities, experience, and technical standpoint. The second step was finalizing the highest scored firms based on the pricing provided by shortlisted firms. Of the four firms that submitted proposal (History #19), the evaluation team scoring ranked the following two firms as the highest ranking firms:
   a. Cherry Street Energy, LLC
   b. Solar Sun World, LLC

3. ACCGov has positive experiences working with both of these firms. Based on the scoring and pricing the User Group unanimously agreed that recommending both firms for the Solar Photovoltaic Systems contract. Based on technical abilities, experiences, resources, references, and negotiated hourly rates provided by each of firms, the evaluation team recommends both Solar Sun World, LLC and Cherry Street Energy LLC to provide on-call Solar Photovoltaic Systems Services under this contract.

4. The Initial Project Statement for SPLOST 2011 Project 23, Energy Sustainability Program, reads as follows:

   Project # 23, Energy Sustainability Program*, will provide for appropriate energy efficient and/or energy reduction sub-projects in government facilities and for government transportation elements to include energy technologies such as LED lighting, solar heating and power generation, geothermal heating and cooling for buildings, recharging facilities for electric vehicles, and alternative fuel vehicles.*

5. The Overall Project Concept, approved by M&C (History #3), for SPLOST 2011 Project 23, Energy Sustainability Program, reads as follows:
   a. Fund energy sustainability demonstration projects for government facilities, equipment, and transportation elements.
   b. Identify and develop appropriate energy efficiency and/or energy reduction sub-projects that would be added components to the construction of new and/or renovated government facilities that are funded by SPLOST Programs or other funding sources approved by the M&C.

c. Provide matching funds for energy sustainability and energy efficiency grants in support of ACCGov services.

6. Throughout SPLOST 2011 the following sub-projects have been implemented with a combination of grant funds and SPLOST 2011 funds:

Sub-Projects	Locations	Completion
#1 – Geo-Thermal HVAC System	Animal Shelter	October 2016
#5 – Solar Energy Systems	Streets and Drainage Facility	October 2017
#3 – LED Lighting Retrofits	Throughout ACCGov Facilities	January 2020
#4 – Hybrid & Electric Veh. Upgrades	Throughout ACCGov Dept.	October 2020
#5 – Solar Energy Systems	FS #2 and Cooperative Ext.	January 2020
#6 – Solar Energy Systems	Rocksprings Park Comm. Ctr.	November 2019
#7 – Solar Energy Systems	FS #4	January 2021
#9 – Solar & Battery Backup	Adjacent to ACCPD	August 2022

7. The approved Project Concept for SP #8, History #14, is for the installation of solar energy system at the Athens-Clarke County Library at 2555 Baxter Street. For the cost of a solar installation, Georgia Public Libraries MRR Grant will provide dollar for dollar reimbursement matching funds, up to a total match of $140,000 on a total project cost of $280,000. The other $140,000 and any additional funds for SP#8 will be funded by the SPLOST 2011 Project 23 Energy Sustainability Program.

8. MRR Grants are awarded directly to public libraries throughout the state. Because of this, the ARLS will act as a fiscal agent for the grant funds. After the project is completed, ARLS will submit for reimbursement from the MRR Grant program. Once ARLS has been reimbursed, ACCGov will invoice ARLS for the value of the MRR Grant. Once deposited in ACCGov accounts, MRR funding for the solar installation will be credited back to SPLOST 2011 Project 23.

9. Since there are SPLOST 2020 Project 11, Renewable Energy, funds that could potentially be allocated to this project, if approved by M&C, staff has requested that Solar Sun World provide two pricing options for consideration at the ACC Library project:
    a. Option 1: Provide the maximum equipment that can be supplied only using the grant and SPLOST 2011 project funding available of the $280,000 (half SPLOST and half MRR Grant funding); and,
    b. Option 2: Provide pricing and energy production for maximizing for energy generation with the available roof and ground space for solar panels. It is envisioned that maximizing the solar generation would involve a combination of roof top and ground mounted tracking solar panels. In order to maximize energy production addition funding would be recommended from SPLOST 2020 Project 11, Renewable Energy.

10. Evaluation of the two options mentioned in Facts & Issues Item #9 is to be completed by the User Group once information is available. The Return on Investment would be evaluated against the need for additional funding, either directed by the M&C or provided from other SPLOST projects that support renewable energy. Either approach could be completed by the contractor during one project or additional solar capacity could be added later as a separate project. The Agenda Report will be updated with a User Group recommended option prior to the voting meeting on August 1, 2023

11. The recommended ACC Library solar system will supply approximately (*To Be Determined*) % of the electricity used by the library. This is projected to reduce annual utility costs by approximately $(*To Be Determined*). Using the grant funding and the utility costs savings allows for this solar project to provide an approximate (*To Be Determined*) year simple rate of return on the investment of SPLOST funding. The equipment associated with this project has a useful life of 25+ years.

12. Because of a prior "solar garden" at the library, the facility already has an educational interface for library patrons to use. Additional solar install at this location will be integrated to work with the existing educational system.

13. Because this work closely aligns with the similar projects that Solar Sun World, LLC has successfully completed for ACCGov and because their pricing is in-line with the work completed on other ACCGov solar projects, staff recommends to award this construction contract for SPLOST 2011 Project 23, SP #8 to Solar Sun World, as an on-call solar contractor, selected in accordance with applicable ACCGov standard procurement policies.

14. The proposed schedule for the work would be as follows:

- Award of Contract by M&C — August 2023
- Design and Permitting — September 2023
- Construction Begins — November 2023
- System Start-up — February 2023

15. This recommendation is consistent with the Mayor and Commission Strategic Commitments:

- ACCGov to aim for 100% clean and renewable energy resolution
  - Expand the use of solar in order to reduce reliance on non-renewable energy sources.

OPTIONS:

1. Mayor and Commission:
   a. Approve the selection of two firms - Solar Sun World, LLC and Cherry Street Energy, LLC to provide On-Call Solar Photovoltaic Systems Services for ACCGov Capital Improvement Projects;

   b. Award the on-call Construction Services Contract to Solar Sun World for an amount of (*To Be Determined*) to provide the construction services for SPLOST 2011 Project 23, Sub-Project (SP) #8 to install Solar Photovoltaic Systems at the Athens-Clarke County Library;

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

2. Mayor and Commission deny the award of the On-Call Solar Photovoltaic Systems Services to any of the firm at this time and deny construction services contract award to Solar Sun World.

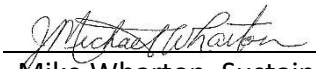
3. Mayor and Commission defined option.

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

DEPARTMENT: Department of the Manager – SPLOST Program Management
Prepared by: Mike Kajder for



Keith Sanders, SPLOST Program Administrator — July 12, 2023 Date



Mike Wharton, Sustainability Officer — July 12, 2023 Date

ADMINISTRATIVE COMMENTS:

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



Manager — July 11, 2023 Date

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 08, Public Safety Vehicles and Equipment Replacement Project, Sub-Project #3 – Proposed Sub-Project Concept

DATE: ~~June 14, 2023~~ July 18, 2023

BUDGET INFORMATION:

REVENUES:

$	3,600,000	SPLOST 2020 Project 08 – Tiers 1 - 3
$	315,000	SPLOST 2020 Project 08 – Tier 4 (FY24)
$	15,139	SPLOST 2020 Project 11 – Sub-Project #2
$	43,163	Fleet Replacement Fund Supplement – FY24 Contributions
$	3,973,302	Total Available Funding

EXPENSES:

LESS CAPITAL:

$	60,455	Designated for Project Management & Contingency FY21 – FY24
$	4,545	Project Management Expenses
$	165,246	Designated – Carryforward & Sub-Projects 1 & 2
$	3,384,754	Expensed and Encumbered – Sub-Projects 1 & 2
$	358,302	Available for Sub-Project #3

FUNDING SOURCE: $300,000 - SPLOST 2020 Project 08 Program Revenues – Sub-Project 3
$ 15,139 - SPLOST 2020 Project 11 Program Revenues – Sub-Project 2
$ 43,163 - Fleet Replacement Fund – FY24 Contributions

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve the Proposed Project Concept for Sub-Project #3, SPLOST 2020 Project 08 Public Safety Vehicle and Equipment Replacement Project (**Attachment #1**);
b. Authorize staff to advance Sub-Project #3 for SPLOST 2020 Project 08 directly to the bid and award phase; and,
c. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On July 1, 2017, with the adoption of the FY18 budget, the fleet replacement policy was amended to lengthen the time frame for replacement of vehicles, including those for public safety purposes.

2. In November of 2018, staff submitted a request for $2,000,000/year to incorporate the Public Safety Vehicle and Equipment Replacement Project in the SPLOST 2020 Program.

3. In March of 2019, Ford discontinued production of the pursuit-rated Interceptor sedan. They instead have transitioned the Interceptor line to produce only SUVs, manufactured using a Ford Explorer base.

4. On May 21, 2019, the Mayor and Commission (M&C) passed a resolution to adopt 100% Clean and Renewable Energy Goals.

5. On November 5, 2019, Athens-Clarke County (ACC) voters approved the SPLOST 2020 Program Referendum. This referendum included $7,956,750 for the Public Safety Vehicle and Equipment Replacement Project (SPLOST 2020 Project 08). This equates to $663,062 per year over the program's life, or $1.4M annually less than requested.

6. In April 2020, collections began for this SPLOST program and are expected to generate $314,303,300 over a twelve-year period.

7. On February 2, 2021, the M&C approved the 2020 SPLOST Tier Funding Schedule.

8. 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 08, Public Safety Vehicles and Equipment Replacement Project, included funding programmed for SPLOST 2020 Program Quarters 1-4; Tiers 1-12.

9. 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 08 and related Sub-Projects. Based on the nature of the Project 08 and related Sub-Project's scope the ACAC recommended that the project is not appropriate for public art.

10. On September 7, 2021, the M&C authorized a purchase of up to $411,000 for nine Ford Interceptor hybrids and associated equipment, funded through FY22 contributions to the Fleet Replacement Program.

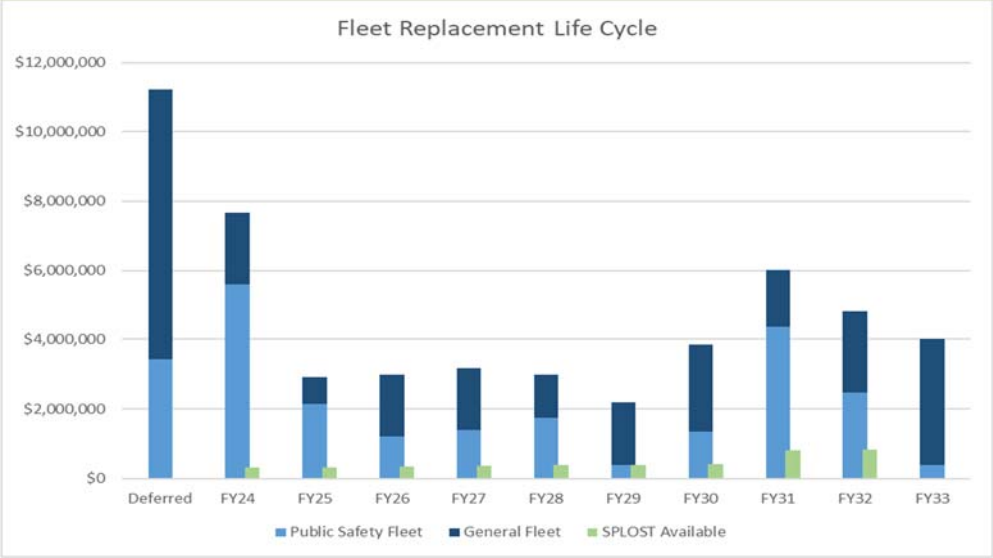
11. On October 5, 2021, the M&C approved Sub-Project #1 for SPLOST 2020 Project 08, thereby designating $450,000 in SPLOST funds for the replacement of a related Rescue Truck, and $1,281,284 toward the replacement of Ladder Truck #7.

12. On March 1, 2022, the M&C approved Sub-Project #2 for SPLOST 2020 Project 11 Renewable Energy Project. This sub-project allocated funding to cover the additional cost to convert planned fleet replacements to electric vehicles.

13. On August 23, 2022, the Manager approved the FY23 Fleet Replacement Program for ACCGov. In total, the program targeted the replacement of 34 vehicles at an approximate cost of $2.5 million, using a blend of General and Enterprise Fund contributions to the Fleet Replacement Program. At the time of this approval, $3.4 million in public safety vehicles and $7.8 million

in non-public safety vehicles were deferred because of a lack of funding.

14. On May 24, 2023, staff updated the fleet replacement program to provide the M&C with a comprehensive look of how the overall fleet needs are projected to compare to available SPLOST 2020 funding. A summary of this is shown below:



15. On June 6, 2023, the M&C adopted the FY24 Capital and Operating Budget. This budget continues a ten-year path to sustainable funding for fleet and equipment replacement by allocating $2,669,100 in annual contributions, along with an additional supplement of $2,050,000 for a total of $4,719,100 total. At this time, the M&C opted to not add an additional $1.4 million recommended by staff to pre-fund the replacement of needed fire apparatus.

16. On June 12, 2023, the User Group for SPLOST 2020 Project 08 voted to send the Project Concept for Sub-Project 3 to the SPLOST 2020 Oversight Committee and the M&C for consideration.

17. ~~On July 20, 2023, the Proposed Project Concept for Sub-Project #3 will be presented to the SPLOST 2020 Oversight Committee to determine whether it is consistent with the Initial Project Statement for SPLOST 2020 Project 08, Public Safety Vehicle and Equipment Replacement Project. This agenda report will be updated prior to the voting meeting to reflect the vote of the Oversight Committee.~~

18. On July 17, 2023, the SPLOST 2020 Oversight Committee confirmed that the Proposed Project Concept for Sub-Project #3 is consistent with the initial Project Statement of SPLOST 2020 Project 08.

FACTS & ISSUES:

1. The Initial Project Statement for the SPLOST 2020 Project 08, Public Safety Vehicle and Equipment Replacement Project, reads as follows:

***Project 08, Public Safety Vehicle and Equipment Replacement Project**, will provide funding for the life cycle replacement of public safety vehicles and equipment. Depending upon costs and funding availability, replacements may include, but not be limited to, Fire and Emergency Support vehicles and equipment, Police and Sheriff Vehicles, fire engines, ladder trucks, other fire apparatus, and other vehicles associated with public safety services and operations. Replacement vehicles purchased would include energy efficient options where available and appropriate, including hybrids and alternative fuel vehicles that are compatible with the vehicle's primary use. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. For the purposes of this project, "public safety" departments are those departments classified as public safety in the Certified Annual Financial Reports of the Unified Government of Athens-Clarke County (ACCGov). These departments include Animal Services, the Coroner, the Department of Corrections, Fire & Emergency Services, the ACCGov Police Department, and the Clarke County Sheriff's Office.

3. The Proposed Project Concept for SPLOST 2020 Project 08, Public Safety Vehicle and Equipment Replacement Project, is as follows:
    a. Designate enough SPLOST 2020 funding to sufficiently meet the full fleet replacement needs of smaller users through FY32 when combined with planned Fleet Replacement Funding from the General Fund; such smaller users include Animal Services, the Coroner, and the Department of Corrections;
    b. Using a replacement cost methodology, the project will proportionally allocate the remaining undesignated balance for fleet replacement in support of larger public safety departments; such departments include Fire and Emergency Services, the ACCGov Police Department, and the Clarke County Sheriff's Office; and,
    c. As any contingency funds from sub-projects go unspent, Central Services will include them with the next sub-project requested.

4. SPLOST 2020 Project 08 funding was significantly weighted to increase available funding in the first two years of the SPLOST program. This was done to offset nearly $2.4 million dollars in General Fund public safety fleet replacement funding that was deferred by M&C in FY20 and FY21, to help reduce the backlog of eligible replacement vehicles, and to support the replacement of a ladder truck and rescue truck for Fire and Emergency Services, which were identified as part of Sub-Project #1.

5. In total, Sub-Project #3 proposes to:
    a. Purchase one Ford Mach-E electric vehicle for administrative use by the Corrections Department;
    b. Purchase two hybrid Ford Interceptors for patrol use by the Police Department;
    c. Purchase one hybrid Ford Interceptor for field use by the Sheriff's Office; and
    d. Allocate an additional $160,663 for the replacement of the Hazmat Vehicle and Engines 21 & 29, as needed by the Fire Department.

6. The automotive market continues to be highly disrupted by supply chain issues and inflation. As a result, not only is ACCGov experiencing higher product prices, but more importantly, it's very difficult to source the parts and vehicles it desires to buy. In FY22, the Fleet Management Division placed orders for 93 vehicles; to date, it has taken delivery of 15. Only 3 of the 30 vehicles authorized in Sub-Project #1 on 10/5/21 are reported as being scheduled, built, or delivered. If this trend continues, ACCGov may face a state of emergency on fleet vehicle availability as the fleet sustains continued losses from accidents and catastrophic failures.

7. To address key deficiencies, ACCGov has begun to purchase vehicles "off the lot" using competitive bids. This process results in higher prices and vehicles that are not customized to meet ACCGov's needs. The Fleet Division may opt to implement this practice for the vehicles recommended in this Sub-Project if it can source the hybrids and electric vehicle that is prioritized by the Project Concept.

8. Currently, the ACCGov fleet is sustaining significantly higher maintenance costs resulting from the delay in vehicle deliveries combined with ACCGov's failure to fund the lifecycle program. The fleet is also incurring a higher rate of catastrophic failures (loss of vehicle due to engine failure, transmission failure, or similar).

9. Under the Fleet Replacement Program, public safety patrol vehicles are targeted for replacement on an eight-year cycle and other fleet vehicles, including public safety administration and investigative vehicles, are on a fifteen-year cycle. These targets are aspirational, and regular achievement is subject to annual funding.

10. Vehicle manufacturers create pursuit rated vehicles for public safety use. These vehicles typically include heavy duty drivetrains, suspension, and electrical systems, enhanced engine tuning, and easy-to-clean interiors. To qualify as pursuit rated, vehicles must be certified by independent public safety programs in Michigan and California. ACCGov staff have found pursuit rated vehicles to be more durable and capable than their non-pursuit rated counterparts.

11. Over the past three years, manufacturers have moved away from making pursuit rated sedans. As a result, the pursuit rated Ford Interceptor SUV is the only pursuit-rated hybrid vehicle currently on the market that meets internal policies for standardization and compatibility. ACCGov has utilized the hybrid Ford Interceptor as the pursuit-rated vehicle of choice for public safety patrol vehicles.

12. In 2023, Ford submitted the Mach-E electric cross over vehicle in the pursuit qualification process. The vehicle received high ratings in some areas and lower ratings in others, but overall was deemed as to be eligible for pursuit rating. To date, Ford has not released a pursuit rated Mach-E. There is speculation that this year's tests were used to verify vehicle performance and that Ford may not release a pursuit-rated Mach-E until it has reconfigured the interior, drivetrain, and safety features with public safety activities in mind. ACCGov staff

will continue to monitor pursuit rating criteria to determine when other environmentally sensitive vehicle models may become available.

13. Chevrolet has stated its intentions to release a pursuit-rated Blazer electric vehicle in 2025. So far, this vehicle is not in production and has not been submitted for pursuit rating. Staff will continue to monitor this as an opportunity to extend electric vehicles into the public safety patrol fleet.

14. Because the vehicle targeted for replacement in the Corrections Department is used for administrative purposes, it is suitable for conversion to an electric vehicle. Staff propose to use funding from SPLOST 2020 Project 11 – Sub-Project #2 to supplement the cost of an electric vehicle and to fund a vehicle charger at its home base.

15. Traditionally, public safety vehicles receive significant "upfitting" upon delivery to ACCGov. For this purchase, the Fleet Management Division recommends incorporating the upfitting as an additional charge to the dealer vehicle purchase to decrease downtime while maintaining quality and costs. With this approach, the vehicle warranty is preserved as the warranty does not begin until the vehicles are delivered to ACCGov. All quoted costs in this agenda report an inclusive of the base cost of the vehicle plus upfitting.

16. Police patrol vehicles have a high need to idle to maintain equipment and meet their service needs. A prior review by the Sustainability Office determined that hybrid police patrol vehicles offer substantial fuel savings because of the reduced fuel consumption at idle and the improved city miles per gallon efficiency.

17. The overall number of allocated fleet vehicles and equipment will not increase because of this particular acquisition, and staffing of these units is expected to remain the same and therefore not have a negative, ongoing operational impact.

18. There is insufficient funding to purchase the fire apparatus due in FY24 outright. As such, staff will investigate lease purchase opportunities and return to the M&C with options to consider.

19. The TSPLOST 2023 Program includes Project 20 Electrify the Fleet. This project proposes to fully fund the cost of purchasing electric vehicles for eligible fleet and transit vehicles. Staff from a number of departments are collaborating to bring forth a sub-project to place orders for a large number of electric vehicles in FY24 and FY25.

20. The 2018 Athens-Clarke County Comprehensive Plan, a state mandated document which sets forth a 20-year outlook, specifically identified the following goals, needs, opportunities, strategies, policies, and community work program initiatives that are affected by the Central Services Department's ability to replace facility equipment and systems.

    - *Environment: Policy (F*) – Increase energy efficiency, sources, and use of renewables.

- *Foundation: Policy (B)* – Repair and replace infrastructure assets commensurate with physical depreciation.

21. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Built and Natural Infrastructure Goal, Strategy C: *Provide adequate funding for maintenance of existing and newly constructed infrastructure.*
    - Built and Natural Infrastructure Goal, Strategy D: *Follow through on commitment to 100% Clean and Renewable Energy resolution.*

OPTIONS:

1. Mayor and Commission:
    a. Approve the Proposed Project Concept for Sub-Project #3, SPLOST 2020 Project 08 Public Safety Vehicle and Equipment Replacement Project (**Attachment #1**);
    b. Authorize staff to advance Sub-Project #3 for SPLOST 2020 Project 08 directly to the bid and award phase; and,
    c. Authorize the Mayor and appropriate staff to execute all related documents.

2. Mayor and Commission do not approve the Proposed Project Concept, Sub-Project #3

3. Mayor and Commission defined option.

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

DEPARTMENT: Central Services and SPLOST
Prepared by: Andrew Saunders

June 14, 2023
Andrew Saunders — Date
Director of Central Services

June 15, 2023
Joseph D'Angelo — Date
Interim Director of Capital Projects

ADMINISTRATIVE COMMENTS:

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

July 11, 2023
Manager — Date

ATTACHMENTS:
Attachment #1 – Proposed Project Concept for Sub-Project #3

Animal Services

Item	Expense	Target Vehicle	Old Make	Old Model	Old Year	Notes
Carryforward	$0					
Tier 4 Allocation	$0					
Contingency or Carryforward to Tier 5	$0	Note: No replacements due until FY32.				

Coroner

Item	Expense	Target Vehicle	Old Make	Old Model	Old Year	Notes
Carryforward	$0					
Tier 4 Allocation	$0					
Contingency or Carryforward to Tier 5	$0	Note: No replacements due until FY32.				

Corrections

Item	Expense	Target Vehicle	Old Make	Old Model	Old Year	Notes
Carryforward	$69,000					
Tier 4 Allocation	$10,000					
2420101	($49,500)	Ford Mach-E	Chevy	Impala	2009	
Supplemental $ for EV	$15,139	Supplemental funding from SPLOST 2020 Project 11 - Sub-Project #2 to support electric vehicle purchases.				
Contingency or Carryforward to Tier 5	$44,639	Note: Carryforward assigned to next vehicle, eligible in FY25.				

Fire & Emergency Services

Item	Expense	Target Vehicle	Old Make	Old Model	Old Year	Notes
Carryforward	$160,663					
Tier 4 Allocation	$160,663					
	($321,326)	Partial contribution to replacement of Engines 21, 29, and Hazmat Apparatus, all due in FY24 at an estimated cost of $3.1 Million.				
Contingency or Carryforward to Tier 5	$0					

ACCPD

Item	Expense	Target Vehicle	Old Make	Old Model	Old Year	Notes
Carryforward	$0					
Tier 4 Allocation	$106,069					
016	($57,500)	Ford Interceptor (hybrid)	2016	Ford	Interceptor	Totaled
198	($57,500)	Ford Interceptor (hybrid)	2015	Chevy	Impala	Totaled
Supplement from FY24 Fleet Replacement	$8,931					
Contingency or Carryforward to Tier 5	$0					

CCSO

Item	Expense	Target Vehicle	Old Make	Old Model	Old Year	Notes
Carryforward	$0					
Tier 4 Allocation	$23,268					
S35	($57,500)	Ford Interceptor (hybrid)	Chevy	Impala	2015	Totaled
Insurance Payment for S35 (fleet replacement)	$10,000					
Supplement from FY24 Fleet Replacement	$24,232					
Contingency or Carryforward to Tier 5	$0					

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 19, Bishop Park Improvements – Award of Construction Services

DATE: June 27, 2023

BUDGET INFORMATION:

REVENUES:	$	218,000	FY23 Capital Fund Balance
	$	282,000	SPLOST 2011 - Project 16, Park Improvements
	$	15,000	SPLOST 2011 - Project 21, Public Art Program
	$	4,900,000	SPLOST 2020 - Project 19, Bishop Park Improvements
	$	5,415,000	Total Revenue Available
EXPENSES:			
CAPITAL:	$	487,714	Expensed & Encumbered (Includes Design Fee)
	$	45,000	Available for Public Art
	$	200,802	Designated Misc./ PM Fees/ Testing Permitting
	$	100,000	Designated Furniture, Fixtures, & Equipment (FF&E)
	$	711,484	Designated Contingency
	$	3,870,000	Available for Construction

OPERATIONAL: $0/yr

FUNDING SOURCES

CAPITAL: SPLOST 2020 Project 19, Bishop Park Improvements, SPLOST 2020 Project 19, SPLOST 2011 - Project 16, Park Improvements, SPLOST 2011 - Project 21, Public Art Program; FY23 Capital Fund Balance

OPERATIONAL: General Fund

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Approve bid of *($To Be Determined)* submitted by the Georgia State Contractor, JOC Construction, LLC for Construction Services of the Bishop Park Improvements (SPLOST 2020 Project 19);

b. Authorize the Manager and staff to negotiate with JOC Construction, LLC to develop a final Scope of Services and Fees for a not-to-exceed contract amount of *($To Be Determined);*

c. Approve a change order to the Design Professional, Lose Design, in the amount of $100,000 for Construction Administration Phase Services; and,

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

HISTORY:

1. On January 1, 1972, Athens Mayor Julius Bishop announced a purchase agreement for the Athens Fairground property for the development of a recreational park. The initial 23-acre property on Hawthorne Avenue was held by the Athens Fairgrounds Association, who at the time used the property for the annual county fair.

2. In December 1973, the City of Athens began construction of the park. The first phase included site preparation and grading, two basketball courts, three softball fields, six lighted tennis courts, picnic tables, and parking for 275 cars.

3. In 1974, the Athens City Council voted to name the park, originally conceived as the Athens Fairgrounds Park, in honor of Mayor Bishop for his pivotal role in its development.

4. In 1975, construction of the Bishop Park gymnasium began and was completed the following year.

5. In summer 1977, the park's swimming pool opened.

6. In 1984, the parking area was expanded using additional land acquired along Sunset Drive.

7. In 1989, three tennis courts were constructed in the park near Sunset Drive.

8. In 1996, SPLOST IV Project #27 provided for the construction of two covered tennis courts.

9. In Fall 2013, nine tennis courts were reconditioned as a part of SPLOST 2011 Project #16, Sub-Project #3, Park Facilities Improvements.

10. In 1998, Bishop Park Pool shell and equipment received a significant overhaul.

11. On August 7, 2012, the Mayor and Commission (M&C) approved the Project Concept for the Bishop Park Pool Resurfacing as SPLOST 2011, Project, 16, Sub-Project #4 to the Bid and Award Phase in accordance with the approved Project Concepts.

12. On August 6, 2013, M&C approved a construction contract with Paddock Pools to resurface the pool liner, replace pool equipment, rework the pool gutters, and increase the pool depth under the diving blocks to meet competitive swimming safety regulations.

13. In May 2014, Paddock Pools completed the repairs and resurfacing of the pool. After the repairs, Bishop Park Pool began to experience significant water loss. Extensive efforts to stop the water loss have been unsuccessful. It has been determined that the water loss is an unintended consequence of raising the water depth and the original pool construction.

14. From September 27 to October 10, 2014, Leisure Services Department staff, with assistance from the University of Georgia (UGA) Masters of Environmental Planning & Design (MEPD) students, conducted an on-line and field survey of park users, staff received 502 responses.

15. On October 6, 2014, approximately 40 people attended a public input session led by UGA's Center for Community Design & Preservation (CCDP) with Leisure Services Department staff to gather input and ideas on park improvements. The session included an overview of the project and facilitated round-table discussions.

16. From October 17-19, 2014, CCDP staff conducted a three-day design charrette with UGA students to generate design concepts for the park based on public input.

17. On October 27, 2014, CCDP presented concepts produced during the charrette and gathered public feedback on elements of those alternatives at a public meeting. Approximately 40 people attended.

18. Between November 4 and November 19, 2014, Leisure Services Department staff conducted stakeholder interviews with contracted/permitted park users, including representatives from the Athens Farmer's Market, Downtown Falcons Football program, Dolphins Swim Team, and WOW Boot Camp.

19. On March 25, 2015 and April 4, 2015, Leisure Services Department staff held open houses at the Athens Farmer's Market to gather feedback for the proposed master plan concepts. Citizens were able to view the concepts and respond via an on-line survey from March 9 to April 13, 2015. 153 responses were received to the preliminary concept survey in person or on-line.

20. On August 11, 2015, the Draft Master Plan was presented to the Mayor and Commission at their August work session.

21. In August 2015, the Mayor withdrew the Draft Master Plan from the Mayor and Commission meeting agenda.

22. On March 14, 2017, staff presented an updated Draft Master Plan to the Mayor and Commission at their March work session.

23. Between June 7 and June 12 of 2017, staff solicited public input on the updated Master Plan with three open house sessions and online comments. Fifty people attended the open houses and 57 comments were received online and in person.

24. Spring of 2018, JOC Construction, LLC, completed the renovations of both the Lay Park and Heard Park pools, as part of the SPLOST 2011 Program.

25. On July 10, 2018, staff presented the draft Bishop Park Master Plan revision to Mayor and Commission at their July work session.

26. On August 7, 2018, M&C approved the Bishop Park Master Plan. To view this document please go to the following link: https://www.accgov.com/DocumentCenter/View/52453/Bishop-Park-Master-Plan-2018---reduced

27. On November 5, 2019, Athens-Clarke County (ACC) voters approved the SPLOST 2020 Program Referendum. This Referendum included the Bishop Park Improvements (SPLOST 2020 Project 19).

28. On May 12, 2021, the ACAC recommended that SPLOST 2020 Project 19, Sub-Project #1 Bishop Park Improvements be designated as appropriate for public art with a budget amount of 1% of the proposed construction budget.

29. On June 1, 2021, the M&C approved the Master Implementation Plan and Funding Schedule for the SPLOST 2020 Program. The SPLOST 2020 Project 19, Bishop Park Improvements, included funding programmed for Tiers #1, #2, & #3.

30. On July 4, 2021, Leisure Services opened the online public input for initial visioning for Bishop Park Improvements.

31. On July 10, & 12, 2021 Leisure Services held in-person public input sessions for initial visioning for Bishop Park Improvements.

32. On July 15, 2021 Leisure Service held a virtual Public Input Session for initial visioning for Bishop Park Improvements.

33. On August 1, 2021, the public input on-line survey for the initial visioning for Bishop Park Improvements was completed. In total, 173 responses were received from all of the public input.

34. On August 16, 2021, a User Group, consisting of Emily Mann, Eric Eleton, Mel Cochran Davis, Johnathan Foggin, Sybilla Beckmann, Usha Rodriques, was established for the project.

35. On September 30, 2021, the Unified Government of Athens-Clarke County (ACCGov) advertised a Request for Proposal (RFP) #01055 for Professional Design Services for the Bishop Park Improvements.

36. On October 28, 2021, the User Group recommended to proceed with moving the Proposed Project Concept list for consideration by the M&C during the November/December voting cycle.

37. On November 9, 2021, during the regularly scheduled work session, the SPLOST 2020 Project 19, Sub-Project #1-Bishop Park Improvements Project Concept was presented to the M&C.

38. On November 15, 2021, the SPLOST 2020 Oversight Committee unanimously agreed that the Proposed Project Concept List is in alignment with the goals set forth within the Bishop Park Improvements Initial Project Statement.

39. On December 7, 2021, the M&C approved the Project Concept and designated Lose Design as the Professional Design for Bishop Park Improvements.

40. On February 7, 2022, a contract was executed with Lose Design to provide services for developing a schematic design.

41. On February 22, 2022, Geohydro has completed the interior building material assessment and identified no hazardous materials to be abated prior to refurbishing the building.

42. On May 10, 2022, the User Group approved recommending the Proposed Schematic Design and put the design out for public input.

43. On May 16, 2022, the Bishop Park Pool Schematic Design online survey was opened to the public for comment. The online survey will end June 5, 2022. In-person public input session were held May 24th, May 29th, and June 5th. A total of 149 responses were received in total.

44. On August 2, 2022, M&C approved, through a Commission Defined Option (CDO), the Proposed Schematic design with the addition of two additional swim lanes, two diving boards, water features at the zero entry pool section, and provide infrastructure for a future splash pad. Also, an additional $500,000 (FY23 Capital Fund Balance & SPLOST 2011 Project 16) were dedicated to help fund the additional scope items.

45. Winter 2022-2023, with the anticipation of the replacement project and the ongoing water leaks staff began removing all of the equipment that could be salvaged for uses at other pools. Pumps and motors that are not working were not replaced during the winter maintenance cycle that the other pools received.

46. On March 9, 2023, an RFP for Construction Contract Services for the proposed replacement of the Bishop Park Pool was released.

47. On April 14, 2023, the due date for proposals from the RFP issue March 9, 2023, ACCGov did not receive any proposals for the Construction Contract Services for the pool replacement. Firms that had shown interest, during the RFP advertisement period, in the project reported that they would likely bid on the work, if it was put out as a competitive bid but were too busy to spend the time putting a proposal and a price together for the work.

48. On April 25, 2023, ACCGov released the Bishop Park Pool Replacement Project as a competitive bid for the Construction Services. Bids are due and will be publicly opened on May 23, 2023.

49. On May 23, 2023, ACCGov received a single bid from Astra Group with a total base bid of $7,600,000 which was $3,300,000 over the approved construction budget.

50. On May 26, 2023, Staff and Astra Group reviewed the submitted bid to determine if there were areas within the project that could be adjusted to bring the bid down to meet the available construction funds. No appreciable alternatives were offered by Astra Group to help bring the project within the available budget.

51. On June 6, 2023, M&C voted to reject the bid submitted by Astra Group, Inc. and directed staff to proceed with confirming the cost estimate and working with the State Contractor's to obtain additional pricing.

52. On June 15, 2023, ACC Staff reached out to Gordian, the State Representative Consultant for the Georgia Department of Administrative Services, to assign an approved/qualified State Approved Contractor for the Bishop Park Improvements project. Gordian selected JOC Construction, LLC as the State Contractor to assist with providing an estimate for construction services. During the bidding process, Staff meet with the State Contractor weekly to address scope clarifications and alternate material selections in an effort to provide the most accurate estimate.

FACTS & ISSUES:

1. The Initial Project Statement of SPLOST 2020 Project 19 reads as follows;

   Bishop Park Improvements, *will provide funding for the most critical improvement needs as identified in the Bishop Park Master Plan, as may be amended by the Mayor and Commission from time to time. Depending upon costs and funding availability, examples of eligible subprojects may include, but not be limited to, reconstruction of the aquatics area, including replacement of the pool and ancillary structures, new splash pad, pool house with restrooms, new playground with an adjacent pavilion and restrooms. To the extent available, remaining funds may be used to target the pedestrian improvement and fence project along Hawthorne Avenue. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

2. Bishop Park's infrastructure dates back to the original fairgrounds construction in the 1950's with most of the remaining infrastructure added during the park's construction in the 1970's. This infrastructure has exceeded its useful life and is in need of replacement. Water, sewer, and electrical failures are regular issues throughout the park. All of the original infrastructure and structures predate modern building codes and fail to meet accessibility standards. The approved master plan reconfigures portions of Bishop Park's infrastructure as part of the needed renovations.

3. Bishop Park Pool is the largest of the ACCGov Leisure Services pools. It is the most heavily used pool and the only pool available for swim team activities. Bishop Park Pool and equipment received significant enlargement and overhauls between its opening and 2014 (History #10-14). The existing pool liner had exceeded its estimated 10-year useful life and was in need of resurfacing as the pool bottom and sides had become rough and pitted as the plaster liner material had deteriorated. The existing gutter and filtration system which is an integrated system is not functioning properly and causes significant on-going water loss to the pool. The constant need to add fresh water to the pool has made it impossible to adequately maintain the pool's chemistry during swim season.

4. The engineer's estimated cost of construction for the facility as shown in the approved Schematic Design and as advertised in the Construction Documents is $4,300,000, including the elements added by the M&C CDO (History #43) and including construction contingency.

The designer's estimate, without the contingency is $3,870,000. The amount of funds shown, above, as "*Available for Construction*" is only 3,870,000. Given the amount of water leakage from the pool over the last 10 years, there is a high probability that there will be wet, unsuitable, soils under the existing pool. There is also a likelihood of some rock under the deeper sections of the new pool, where geo-tech borings have not been completed. Every effort was taken to minimize excavation below the existing pool depths to reduce the risk of encountering rock within the excavations. In case rock or unsuitable soils are encountered during excavation, unit prices for such work will be obtained from the bidder and included within the awarded contact for such uncertainties. For these reasons, staff recommends retaining the approximate 20% contingency to cover the cost of potential rock and unsuitable soils.

5. Prior to the original bid release, staff and the Project Designer reached out to six construction companies, that have a history of successful projects of this type, to garner interest in the project. During the bidding phase, there were several pool contractors that were interested in bidding on the project. However, those firms stated they were ultimately unable to bid on the project due to their own backlog of projects or due to insufficient bonding capacity, due to the number of projects they already have under contract.

6. On May 23, 2023, ACCGov received a bid from Astra Group, Inc., for a total construction cost of $7,600,000. On May 26, 2023, (History #49) after Astra submitted their bid, staff met with Astra Group to determine if there were any areas within the project that could be adjusted to bring their bid down closer to the available construction funds. Astra Group was not able to provide any suggestions to significantly reduce their bid, closer to the available funds for construction. Project Designer's assessment is that the extremely high bid price for the project is due to there being a single bidder. Further, the reason for the single bidder is attributed to large volume of similar work that is already under contract by the limited number of bidders available for this specialty work.

7. Staff has proceeded with obtaining a third-party independent cost estimate to confirm that the Project Designer's estimate is accurate and in keeping with the available budget. The independent third party cost estimate of $(*To be Determined*) indicates that the current design is (*To be Determined*) budget, in a competitive market.

8. In addition, staff has been working with JOC Construction, LLC, approved Georgia State Contractor, to provide the construction services for the new pool. JOC Construction, LLC, successfully completed the renovations of both the Lay Park and Heard Park pools, as part of the SPLOST 2011 Program (History #24). JOC Construction's estimate to complete the work as required for the approved design is $*(To Be Determine)*. Staff will update this paragraph after the pricing is received but before the voting session with the estimate provided by JOC Construction, LLC.

9. Due to having to rebid the project, construction will not be complete in time for the 2024 swim season and because equipment from Bishop Park has already been salvaged for use at other pools the pool will be closed for both the 2023 and 2024 seasons. Accommodation for the swim lessons have been relocated to other ACCGov pool facilities. Leisure Services has

begun looking for opportunities to make further accommodations for the swimming programs at other designated pools during the 2024 season. Most swim programs for kids and lap swim for adults are being recaptured at other ACCGov aquatic facilities. The only programs that would be lost for the summer would be camp swim for gymnastics (which is a small part of their day). The Dolphins swim team program, which involves approximately 200 kids in competition swimming, was given enough advanced notice, so that the 2023/2024 swim team could be diverted to 5 other programs in the area.

10. Design services for this project was awarded to Lose Design on December 7, 2021. At that time funding for construction administration services was not awarded to the designer because the scope of the project had not been fully developed. Since then, M&C has approved the Schematic Design and the project drawings have been fully permitted. Lose has provided a cost to implement the construction administrative services for the defined scope with a cost not-to-exceed of $100,000. Staff recommends approval of a Change Order to Lose Design for the Construction Administrative Phase Services.

11. The proposed final schedule, assuming approval of the bid provided by JOC Construction, LLC, is as follows:
    - Construction Contract Award –August 2023
    - Construction Notice to Proceed –October 2023
    - Pool Closure – Summer of 2023/2024
    - Project Completion – May 2025

12. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
    - Good Neighbors Goal, Strategy E: *Support and promote healthy lifestyle choices: moving, eating, forming healthy relationships, physical and psychological care.*

OPTIONS:

1) Mayor and Commission:

   a. Approve proposed bid of *(To Be Determined)* submitted by the Georgia State Contractor JOC Construction, LLC for Construction Services of the Bishop Park Improvements (SPLOST 2020 Project 19);

   b. Authorize the Manager and staff to negotiate with JOC Construction, LLC to develop a final Scope of Services and Fees for a not-to-exceed contract amount of (To Be Determined); and,

   c. Approve a change order to the Design Professional, Lose Design, in the amount of $100,000 for Construction Administration Phase Services; and,

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

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

DEPARTMENT: Department of the Manager – SPLOST Program Management
Prepared by: Keith Sanders for



7/12/2023

Joseph D'Angelo, Interim Capital Projects Director — Date:

ADMINISTRATIVE COMMENTS:

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



July 11, 2023

Manager — Date:

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Boys and Girls Club of Athens Contract Approval

DATE: July 19, 2023

BUDGET INFORMATION:

REVENUES:	$2,875,000	Allocation of American Rescue Plan Local Fiscal Recovery Funds (Youth Development & Violence Prevention) funds to Boys & Girls Clubs of Athens on June 6, 2023.
EXPENSES:	$1,564,943	Allocation for Boys & Girls Clubs of Athens to launch and facilitate a new Delinquency Prevention Initiative (DPI) framework at all six locations (including four AHA community centers), including the disbursement of $1.3M to local partner agencies, through July 2025.
	$ 831,297	Allocation for Boys & Girls Clubs of Athens to open and provide year-round M-F programming at two new satellite locations at AHA's Broad Acres and Parkview through July 2025; and provide 4-months gap funding to maintain Nelly B and Rocksprings satellite locations in fall 2024.
	$ 93,108	Allocation for Boys & Girls Clubs of Athens to expand hours to Saturdays (9am-1pm) at Smilow and HT Edwards locations, between Sept. 2023-Sept. 2024.
	$ 70,000	Allocation for Boys & Girls Clubs of Athens to provide transportation for youth club members to/from field trips, after-school and weekend programming, through July 2025.
	$ 25,652	Allocation for contingencies Boys & Girls Clubs of Athens may face when managing the above programs (e.g., price increases due to inflation, etc.)
	$ 287,500	Allocation for Boys & Girls Clubs of Athens' administrative costs (capped at 10% of total award)
	$2,875,000	Total allocation of ARPA YD&VP Funds to Boys & Girls Clubs
	$3,625,000	Total ARPA Youth Development & Violence Prevention Funds Remaining

FUNDING SOURCE: American Rescue Plan Local Fiscal Recovery Funds

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that Mayor and Commission:

a. Amend the July 18, 2023 vote to reduce the amount of funding ACCGov will provide to Boys & Girls Clubs of Athens from $287,000 to $25,000;

b. Approve the terms of the subrecipient agreement for $2.875M of ARPA funding between Boys & Girls Clubs of Athens and ACCGov, such that the agency provide youth development and violence prevention programming in Athens-Clarke County at its clubs and in collaboration with subcontracted agencies **(Attachment #1)**; and

c. Authorize Mayor and staff to execute related documents.

HISTORY:

1. On March 11, 2020, WHO declared COVID-19 a global pandemic.

2. On March 13, 2020, President Donald Trump declared a National Emergency in the United States in response to COVID-19.

3. On March 14, 2020, Governor Brian Kemp declared a Public Health Emergency in the State of Georgia.

4. 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.

5. In mid-March 2021, ACCGov was granted $57.6 million of ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) funding to allocate across defined categories by virtue of being both a city and a county.

6. On June 21, 2021, the Department of Treasury released the Interim Final Guidance for ARPA CSLFRF.

7. On June 22, 2021, ACCGov received the first tranche of ARPA funding in the amount of $28,794,422.

8. On September 17, 2021, Manager Williams emailed to the M&C a draft pro forma regarding the potential use of ARPA funds based on M&C feedback.

9. On October 22, 2021, the M&C discussed youth development approaches and outcomes desired that could be funded by APRA during their retreat.

10. At the November 3, 2021 and the December 2, 2023 retreats, the M&C reviewed potential

funding budgets for ARPA.

11. On January 6, 2022, the Department of the Treasury released the Final Guidance for ARPA SLRF.

12. On March 1, 2022, the M&C approved the ARPA funding process and timeline, as well as authorized the allocation of ARPA funds for specific uses and designated program areas. This approval included an amendment to allocate, from the $7 million Youth Development and Violence Prevention program area, $500,000 to summer 2022 community non-profit programming for youth and directed the Manager to return to the Commission with a model to support already-established programs for summer 2022 with said funding as soon as possible. The M&C also voted to name the Clarke County School District as a desired partner in advising on priorities in allocating the ARPA funds dedicated to Youth Development and Violence Prevention.

13. On May 3, 2022, the M&C awarded $500,000 to six non-profit organizations serving Athens youth in the summer of 2022. The funded non-profit groups included: Boys & Girls Clubs of Athens, Camp Timothy (Timothy Baptist Church), Chess and Community, College Factory, East Athens Development Corporation, and First AME Church.

14. On November 1, 2022, the M&C authorized a second $500,000 allocation of ARPA funds for Youth Development and Violence Prevention programming for summer of 2023.

15. On January 3, 2023, under a Commission-Defined Option, the M&C directed the Manager to develop a plan to be considered by the M&C during the FY24 budget discussions that, within the first month of FY24, reopens closed Athens Housing Authority community centers, expand the hours of ACCGov Leisure Services facilities, and expands access to programs in those facilities for youth from low-income households.

16. On January 9, 2023, the Request for Proposals (RFP) to expand the accessibility of youth development and violence prevention programming that serves Athens-Clarke County youth, under 18 years of age, during the summer of 2023 (May 2023 – August 2023) was released and remained open until February 10, 2023.

17. On February 20, 2023, ACCGov staff from the Manager's Office, Leisure Services, Housing & Community Development and the SPLOST Office toured the community centers at the Athens Housing Authority's Broad Acres and Parkview neighborhoods. The goal of the tour was to gain a better understanding of the condition of the facilities and begin exploring programming options in response to the January 3, 2023 CDO (History 15).

18. Between February 13 and February 23, 2023, the RFP Review Team evaluated eight proposals and scored each against a pre-determined set of criteria. Two additional proposals, including one from the Boys & Girls Clubs of Athens, were not reviewed because they were submitted after the RFP deadline.

19. On March 17, 2023, Manager Williams submitted the response to the M&C's January 9 request for a youth development and violence prevention plan (History #15). This document was informed by conversations between and among key ACCGov departments, the Athens Housing Authority, the Clarke County School District, Boys & Girls Clubs of Athens, and others.

20. On April 4, 2023, M&C awarded a total of $336,164 to six agencies offering youth development and violence prevention programming during summer 2023. The subrecipients included: Athens Land Trust, Timothy Baptist Church (Camp Timothy), College Factory, Destined, Inc., Divas Who Win, and the East Athens Development Corporation.

21. Between April 10, 2023 and May 5, 2023, three different entities submitted a total of four unsolicited proposals seeking funding from the ARPA Youth Development & Violence Prevention monies. These included:
    - Athens Sports Arena – on April 10, 2023, submitted a proposal addressed to Commissioner Houle for: (1) $400,000 in annual subsidy for staffing, overhead and supplies for its youth after-school and summer programs, as well as the cost to cover "open gym" hours for adults at its current sports facility at 280 Commerce Blvd; and (2) an additional $4,307,500 million to construct an additional 2 basketball/volleyball courts, multi-purpose/learning centers, and an outdoor field on its adjacent property at 270 Commerce Blvd.
    - Athens Sports Arena – on May 1, 2023, submitted an amended request addressed to Commissioner Houle for $74,376 from the ARPA Youth Development & Violence Prevention funding to fun an 8–10-week volleyball and basketball camp programs for youth during summer 2023.
    - Clarke County School District – on May 5, 2023, CCSD submitted a request for $311,632 to offer sports programming for students in 3rd-6th grade through its for its Youth Development Initiative during the 2023-2024 school year.
    - United Community Outreach – on May 5, 2023, submitted an interest letter to M&C and Manager Williams surrounding its Mentoring Young Men program that is focused on preventing gun and gang violence among youth.

22. At the May 4, 2023 retreat, M&C reviewed the status of the ARPA Youth Development & Violence Prevention funding.

23. During a May 9, 2023 budget work session, M&C indicated a desire to allocate funding from the ARPA Youth Development & Violence Prevention funding approved allocation to the Boys & Girls Clubs of Athens for programming at some Athens Housing Authority community centers, consistent with the directive to open two community centers for programming in conjunction with the Athens Housing Authority from the January 2023 Commission Defined Option.

24. On May 11, 2023, the Boys & Girls Clubs of Athens submitted an unsolicited proposal to serve as facilitators of youth development and violence prevention, and workforce development programming for Athens-Clarke County youth. Staff from the ACCGov Manager's Office, Housing & Community Development and the interdepartmental ARPA team reviewed the submitted proposal.

25. On May 23, 2023, at a work session on Workforce Development, commissioners Fisher and Taylor indicated their desire to sponsor a Commission Defined Option that would award funds to the Boys and Girls Clubs. Mayor Girtz instructed Manager Williams to bring forth an agenda item to that effect.

26. On May 26, 2023, staff asked the Boys & Girls Clubs of Athens to submit a completed programmatic risk assessment and draft outcomes for their proposed programming. The completed risk assessment was received on May 31, 2023 and draft outcomes on June 1, 2023.

27. During the June 6, 2023 regular session, M&C awarded a grant of $2.875M of the ARPA Youth Development and Violence Prevention designated funds to the Boys & Girls Clubs of Athens for purposes of expanding their programming in two Athens Housing Authority community centers and serving as an umbrella entity for smaller youth-serving organizations. M&C also directed Manager and staff to develop an agreement and scope of services for this purpose.

28. On June 8 and June 12, 2013, staff met with BGCA Executive Director Robert Finch and Director of Development Sterling Gardner to answer questions related to scope of work, budget and applicable ARPA regulations. On June 8, 2023, staff also provided a Request for Information outlining details necessary for the development of an ARPA-compliant contract, including clarifications on the previously-submitted risk assessment; a deadline for requested information was set for June 23, 2028.

29. On June 28, 2023, after staff granted a five-day extension from the original deadline, BGCA submitted a revised proposed scope and budget that required further clarification. On June 29, 2023, staff asked BGCA to meet to gain clarity on the submission.

30. On July 5, 2023, staff met with BGCA's Robert Finch and Sterling Gardner to try to better understand the agency's proposed scope of work and request updated and complete documents by no later than July 10, 2023.

31. On July 10, 2023, BGCA submitted a revised scope of work and budget based. Staff met with BGCA's Robert Finch and Sterling Gardner on July 12 to further clarify elements of the proposed work, and continued to work with them through July 13 to finalize the scope of

services presented at the M&C Special Called Session on July 18, 2023.

32. At the July 18, 2023 special called session, M&C approved a scope of services and a budget of $2.875M of the ARPA Youth Development and Violence Prevention designated funds to the Boys & Girls Clubs of Athens for purposes of expanding their programming in two Athens Housing Authority community centers and serving as an umbrella entity for smaller youth-serving organizations. The M&C approved a Commission Defined Option put forth that night by Commissioner Fisher to provide an advance payment of $287,000 to the Boys and Girls Club of Athens to help cash flow the effort.

33. On July 19, 2023, staff asked the Boys & Girls Clubs of Athens that they provide additional information in response to M&C's questions during the July 18, 2023 meeting, as well as necessary documentation for the contracting phase (e.g., proof of insurance, etc.).

34. Between July 18-28, 2023, staff reviewed local ordinance, ARPA and federal Uniform Guidance regulations, and consulted with outside counsel Phillip Escorioza regarding the feasibility of providing Boys & Girls Clubs of Athens $287,000 in advance for start-up costs.

35. On July 27, 2023, Boys & Girls Clubs of Athens' CEO Robert Finch agreed to forego the $287,000 advanced payment for start-up costs allocated by M&C during the July 18, 2023 special called meeting. Mr. Finch agreed instead, to a $25,000 advanced payment for start-up costs and monthly installment payments of $118,750.

FACTS & ISSUES:

1. There are four general eligible uses for SLFRF funds by cities and counties:
   - Replace **lost public sector revenue**, using this funding to provide government services up to the amount of revenue lost due to the pandemic;
   - Respond to the far-reaching **public health and negative economic impacts** of the pandemic by supporting the health of communities and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts;
   - Provide **premium pay for essential workers**;
   - Invest in **water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet; and
   - SLFRF funds may be used for administration of SLFRF programs and projects including costs to support effective management and oversight, compliance with legal and regulatory requirements, and accounting and reporting of SLFRF funds.

2. According to p.210 of the ARPA SLFRF final rule, "Per 2 CFR 200.101 (b)(2) of the Uniform Guidance, the terms and conditions of federal awards flow down to subawards to

subrecipients. Therefore, non-federal entities, as defined in the Uniform Guidance, must comply with the applicable requirements in the Uniform Guidance regardless of whether the non-federal entity is a recipient or subrecipient of a federal award. This includes requirements such as the treatment of eligible uses of funds, procurement, and reporting requirements."

3. Per 2 CFR 200.305(b)(1), "Advance payments to a non-Federal entity must be **limited to the minimum amounts needed** and be timed to be in accordance with the **actual, immediate cash requirements** of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs."

4. The Boys & Girls Clubs of Athens utilized their full award ($135,254) of ARPA Youth Development & Violence Prevention funding to facilitate programming for ACC youth during summer 2022. Highlights from this programming include:
   - Boys & Girls Clubs of Athens offered programming at two new locations: the Athens Housing Authority's Rocksprings and Nellie B community centers.
   - Participating youth were offered programs such as Career Launch, Money Matters, Get STEMulated Workforce Development Excursion, Music Production, IXL Online Academic, and Robotics program
   - A total of 218 youth were served at all Boys & Girls Clubs sites, 34.86% of whom were from extremely or very low-income households, 59.26% from low-income households, and 6.88% from above 80% AMI
   - The majority of youth participating in all agency programs were non-Hispanic African American/Black (88.99%). Approximately 7% were non-Hispanic White, and 3.67% were non-Hispanic Multiracial.

5. Boys & Girls Clubs of Athens requested to receive advanced monthly installment payments instead of monthly reimbursements, to which staff agreed to in the weeks leading up to the July 18, 2023 M&C meeting (History #32).

6. The proposed scope of work **(Exhibit A of Attachment #1)** includes four key initiatives:
   - Launch Boys & Girls Clubs of America's Delinquency Prevention Initiative (DPI) framework (detailed in Exhibit A of **Attachment #1)** in Athens-Clarke County, which will be supported through existing BGCA programming (including but not limited to family enrichment and education) and programming offered by subcontracted agencies.
   - Serve as an umbrella organization to support agencies providing and evaluating local youth development and violence prevention programming that fits within the DPI framework.
   - Open two new BGCA satellite locations at the Athens Housing Authority's Parkview and Broad Acres communities, and continue to support the existing BGCA satellite locations at AHA's Nellie B and Rocksprings.

- New extended Saturday programming at BGCA's Smilow and HT Edwards locations and offer transportation to members of the four satellite AHA locations (Nellie B, Rocksprings, Parkview and Broad Acres).

7. During the Special Called Session on July 18, 2023, M&C requested clarification as to the differences between local agencies that would be eligible for a subgrant without going through an RFP process, vs. those that would be subject to an RFP. In response, Boys & Girls Clubs of Athens submitted a list of 11 potential partners that they feel have the organizational capacity and proficiency to conduct the services requested, and would therefore be chosen on the merits of their current work in our community and not through an RFP process. These partners would still be procured following Boys & Girls Clubs of Athens' procurement policy and would still require pre-approval from ACCGov. Potential partners include:
   - Envision Athens - Data collection and assessment
   - Athens Well Being Project - Data Assessment and Student Test design
   - Advantage Behavioral Health Systems - Mental health evaluation for students and awareness training for staff
   - Family Connection - Family Support Services
   - Juvenile Offender Advocacy - In school intervention programs to prevent truancy and expulsion
   - College Factory- Provide services to teens that intend to pursue higher education
   - The Georgia Conflict Center - Focus on Conflict Resolution programs for youth.
   - Family Promise of Athens - Aid children and their families that may be facing housing insecurity
   - Food Bank of Northeast Georgia - Aid children and their families that may be facing food insecurity
   - Mt. Pleasant Baptist Church Youth Enrichment - Youth development
   - Dr. LaKeisha Gantt, Licensed Psychologist

8. During the Special Called Session on July 18, 2023, M&C also requested a more detailed evaluation plan for the program. In response, Boys & Girls Clubs of Athens provided the following, which have been incorporated into **Exhibit A of Attachment #1:**
   - A list of outputs for each DPI Action Step, including results of the needs assessment after Action Step 1;
   - Three additional performance measurements (see Facts & Issues #9 for full list);
   - Sample pre-/post-test questions for students, such as the following True/False items:
     - If a friend wanted me to join a gang, I could tell my friend that I didn't want to.
     - I damaged school property on purpose
     - If a friend wanted to give me alcohol, I could tell my friend that I don't want any
     - I went into a house or building when I was not supposed to be there.

   Additionally, Section 3.5.1.2 of proposed contract (Attachment #1) requires Boys & Girls Clubs of Athens to "within thirty (30) days of the completion of the Delinquency Prevention

Initiative Action 3[…], Subrecipient must provide to ACCGov a finalized set of performance measures that Subrecipient will use to evaluate success. If approved by the Director of Housing & Community Development, these performance measures shall replace any other performance measures listed in [Scope of Services]."

Finally, Boys & Girls Clubs of Athens identified both Envision Athens and the Athens Well Being Project as potential partners to provide data collection and analysis services (Facts & Issues #7).

9. M&C also requested on July 18, 2023 an outreach plan to ensure youth in higher crime neighborhoods are served through program. The agency's response has been incorporated into **Exhibit A of Attachment #1**, and includes:
    - Partnership with CCSD to identify at-risk youth across all ACC neighborhoods, based on income level and past academic achievement
    - Through partnership with AHA, strategically serve at-risk youth in four public housing neighborhoods, where "youth are most susceptible to gang recruitment and activity"
    - Exploring option to provide transportation to neighborhoods not currently served by large clubs or public housing sites, particularly for weekend program
    - Prioritize RFP responses that provide positive youth development and anti-gang programs serving high crime neighborhoods

10. Finally, during the same July 18, 2023 meeting, M&C also requested that the contract include a clear description of ACCGov's expectations and requirements for Boys & Girls Club of Athens. The following are key sections of the proposed contract (**Attachment #1**):
    - *Section 3.5.1 and 3.5.1.1. (Advanced Payments)*, detailing conditions around payment of advanced monthly installment payments for programmatic and operational costs, as well as advanced payment for up-front costs.
    - *Section 3.5.1.2 (Reporting Requirements)*, including monthly programmatic progress and financial reports for Boys & Girls Clubs of Athens and any subgrantees.
    - *Article V and Article VI*, outlining core responsibilities of ACCGov and Subrecipient
    - *Article VIII (Administrative and Financial Management Requirements)*, including:
        - Section 8.2, Prior Approval for Contracting Out Programmatic Work to "Subgrantees"
        - *Section 8.3 (Insurance Requirements)*, including a list of required coverage for Subrecipient
        - *Section 8.4 (Documentation, Reports and Recordkeeping),* including a list of records to be maintained, retention expectations, etc.
        - *Section 8.5 (Procurement)*, including expectations surrounding compliance, subcontract provisions, etc.
        - *Section 8.6 (Use and Reversion of Assets)*, outlining the use and disposition of any real property, equipment and supplies under the agreement (e.g., vehicles purchased with these funds).

- Exhibit A (Scope of Services), outlining all of the activities covered under proposed agreement
- Exhibit B (Contract Budget), including a line-item budget for all activities covered under the agreement

11. Per **Attachment #1**, throughout the programming period (August 2023 – July 2025), the agency will track the following performance measures:
    - Added since July 18, 2023 meeting:
        - 25% of students will increase grade point average by at least 3-5 percentage points.
        - Students in the program will experience less discipline problems than students not enrolled in the program (aggregate percentage).
        - Students participating in the program will have a lower rate of entering the Juvenile Justice System than peers not participating in the program.
    - Eighty (80%) of students will show increased knowledge and skills to resist gang recruitment and develop positive social behavior. This will be measured by administering pre-post-tests during the program.
    - Fifty (50%) of participants will achieve a 20% increase in academic performance in the areas of reading and math, after the first year in program.
    - Eighty (80%) of students of Boys and Girls Students will have satisfactory school attendance (defined as 85% of days of school). The attendance rate for students in the Athens Clarke County School District was 75.4 days during the 2021-2022 school year. Most published reports state that students who are active in school and after-school activities have a greater chance of graduating high-school and have a 50% less opportunity to be recruited by gangs. This will be measured by school data.
    - Fifty (50%) of students will have an increase of perceived emotional support and community connectedness. This will be measured through pre-post testing.
    - Serve a total of 380 youth per day will be served across all 6 locations. Average daily attendance of at least 130 per day at each Smilow and Edwards Clubs (260). Average attendance of at least 30 per day at Public Housing sites 4 x (30) = 120.
    - Serve a total of at least 100 youth in Saturday programs each week. Weekend programming at Smilow and H.T. Edwards 9 a.m. – 4 p.m. on Saturdays, including family enrichment. Public Housing sites will be transported to those locations. We expect a minimum of 25 youth per location to attend weekend programs.
    - Subcontract with 3-10 external agencies to implement evidenced youth development and violence prevention programs that fit within the DPI framework, for youth between the ages of 6-18.
    - Open two new BGCA satellite locations at Parkview and Broad Acres community centers in Fall 2023.
    - Through the expansion of our programs, it is Boys & Girls Clubs of Athens' goal to increase youth participation from approximately 970 to 1400 by July 2025.

12. Generally, ACCGov staff confirms that the Boys & Girls Clubs of Athens has the capacity,

programming templates and existing programming that address specific areas of social needs, as well as an ability to effectively manage relevant partnerships that could lead to measurable and substantive outcomes.

13. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:

- Identify and Close Gaps in Partnership with the Community Goal, Strategy C*: Identify ways to address unaddressed community needs and develop programs, policies, and processes to facilitate community transformation*
- Identify and Close Gaps in Partnership with the Community Goal, Strategy D: *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.*

OPTIONS:

1. Mayor and Commission:
    a. Amend the July 18, 2023 vote to reduce the amount of funding ACCGov will provide to Boys & Girls Clubs of Athens from $287,000 to $25,000;

    b. Approve the terms of the subrecipient agreement for $2.875M of ARPA funding between Boys & Girls Clubs of Athens and ACCGov, such that the agency provide youth development and violence prevention programming in Athens-Clarke County at its clubs and in collaboration with subcontracted agencies **(Attachment #1)**; and

    c. Authorize Mayor and staff to execute related documents.

2. Mayor and Commission rescind the grant award of $2.875M of the ARPA Youth Development & Violence Prevention designated funds to the Boys & Girls Clubs of Athens.

3. Mayor and Commission defined option.

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

DEPARTMENT:
Prepared by: Alejandra Calva

Roderick Wallace

7/27/23

Roderick Wallace, Director
Housing & Community Development

Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b & c



7/23/2023

Niki S. Jones, Assistant Manager Date:

ATTACHMENTS:

Attachment #1 – Proposed contract between ACCGov and BGCA for ARPA Funds

- Exhibit A: Scope of Services
- Exhibit B: Program Budget
- Exhibit C: Advanced Payment Schedule
- Exhibit D: Reporting Schedule
- Exhibit E: Delinquency Prevention Initiative Resource Guide

SUBRECIPIENT AGREEMENT

BETWEEN

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

AND

BOYS & GIRLS CLUBS OF ATHENS, INC.,

PROVIDING FUNDING FOR YOUTH DEVELOPMENT AND VIOLENCE PREVENTION PROGRAMMING

PAID FOR BY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

This Agreement is made and entered into this ____ day of _____, _____, by and between Unified Government of Athens-Clarke County, a political subdivision of the State of Georgia, its successors and assigns (hereinafter "ACCGov"),

AND

Boys & Girls Clubs of Athens, Inc., a Georgia non-profit corporation, with a principal office address 705 Fourth Street Athens, GA 30601, its successors and assigns (hereinafter "Subrecipient"), and together with ACCGov, the "Parties."

ARTICLE I
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective Parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions that follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

WHEREAS, on March 11, 2021, The American Rescue Plan Act (Public L. 117-2) was enacted, through which fifty-seven million, five hundred and eight-eight thousand, and eight-hundred and forty-three dollars and 00/100 cents ($57,588,843.00) in funding (the "Prime Award") was allocated to ACCGov to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, ACCGov wishes to engage the Subrecipient to assist in utilizing such funds to carry out a part of ACCGov's federal award by committing up to **two million eight hundred seventy-five thousand dollars and 00/100 cents ($2,875,000.00)** of ACCGov's federal award, pursuant to this Subrecipient Agreement; and

WHEREAS, the funds made available for use by the Subrecipient under this Agreement constitute a subaward of ACCGov's federal award to Subrecipient for its performance of the work described below; it is a cost-reimbursement agreement, except where reasonable advanced payments are necessary to provide requisite operational funds and are used only for actual and allowable costs, pursuant to which ACCGov will reimburse Subrecipient for and only for, certain actual and allowable costs incurred in performing the required services; Subrecipient must use the funds provided hereunder in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of ACCGov's federal award; and

WHEREAS, ACCGov is desirous of disbursing the funds to the Subrecipient for use in the Subrecipient's project, as more specifically described in this Agreement, including **Exhibit A** (Scope of Services) and **Exhibit B** (Budget), attached hereto and incorporated herein by reference; and

WHEREAS, Subrecipient warrants, certifies, and represents that it has the legal authority to apply for this subaward of Federal funds, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of the project described herein; and

WHEREAS, ACCGov desires to obtain the assurance from the Subrecipient, and Subrecipient so assures the ACCGov, that the Subrecipient will comply with all applicable statutes, rules, and regulations of the United States, the State of Georgia, and/or ACCGov relating to the project, as a condition precedent to the release of such funds to the Subrecipient.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

ARTICLE II
GENERAL AWARD INFORMATION

Federal Award:
Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act
CFDA #: 21.027

Subrecipient Name:
Boys & Girls Clubs of Athens, Inc.

Subrecipient SAM.gov Unique Entity Identifier Number:
V6CMMKWM6UU7

Federal Award Identification Number (FAIN):
City (SLFRP3909) and County (SLFRP3907)

Federal Award Date:
March 11, 2021

Maximum possible subaward period of performance & budget period start and end date:
August 1, 2023 – July 31, 2025

Federal Funds Obligated:
$2,875,000.00

Project Description:
As further described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference, to provide youth development and violence prevention programming for Athens-Clarke County youth by:

(1) Launching and facilitating a new Delinquency Prevention Initiative framework (**Exhibit E)** at all Subrecipient locations described in **Exhibit A,** including subcontracting with local Subcontractors for on-site youth development and violence prevention services up to $300,000.00;

(2) Facilitating the disbursement of grants of up to $1,200,000.00 to local agencies ("Subgrantees") to provide and evaluate additional youth development and violence prevention programming;

(3) Open and offer year-round programming at Athens Housing Authority's ("AHA") Parkview and Broad Acres community centers, and continue programming at AHA's Nellie B and Rocksprings community centers; and,

(4) Provide weekend programming at Smilow and HT Edwards locations.

Federal Awarding Agency/Pass-Through Entity:
Department of the Treasury
Unified Government of Athens-Clarke County (Pass through entity)

Research and Development:
No

Fixed Amount Award:
No

ARTICLE III
PROJECT, BUDGET, PAYMENT, AND FINAL ACCOUNTING

3.1 Scope of Services. ACCGov agrees to pay to Subrecipient up to TWO MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($2,875,000.00) (the "Subaward") to reimburse allowable costs to provide youth development and violence prevention programming in Athens-Clarke County by launching and facilitating a new Delinquency Prevention Initiative framework at all Subrecipient locations, including subcontracting with local Subcontractors for on-site youth development and violence prevention services up to $300,000.00; facilitating the disbursement of grants of up to $1,200,000.00 to Subgrantees to provide and evaluate additional youth development and violence prevention programming; to open and offer year-round programming at AHA's Parkview and Broad Acres community centers, and continue programming at AHA's Nellie B and Rocksprings community centers; and to provide weekend programming at Smilow and HT Edwards locations. The Scope of Services funded under this Subaward is defined by the activities described within **Exhibit A** and the approved budget attached as **Exhibit B**, which

are hereby incorporated by reference, and have a central role in determining allowability of costs to be reimbursed by ACCGov.

3.2 Proposed Changes to Scope of Services.

3.2.1. Prior Approval Required. In accordance with 2 C.F.R. § 200.308, Subrecipient shall request prior approval from ACCGov to deviate from the approved Scope of Services. Failure to obtain such prior approval may result in disallowance of costs associated with the deviation, and/or any out of scope activity, in accordance with 2 C.F.R. § 200.339.

3.2.2 ACCGov Review and Approval. ACCGov shall consider all requests for changes in the scope of the approved project in good faith. Subrecipient acknowledges that such changes, depending upon the specific facts and circumstances of the request, may require approval of the Federal Awarding Agency, in which case ACCGov's review and final action on the request may be delayed.

3.3 Upper Limit. In consideration for performing the activities described in Article III, ACCGov shall submit advance payments to Subrecipient pursuant to 2 C.F.R. §200.305(b) for allowable costs (as defined at 2 C.F.R. Part 200 (Subpart E) up to a total amount not to exceed the maximum (or "ceiling") amount listed in **Exhibit B and Exhibit C**.

3.4 Budgets.

3.4.1 Budgets. Attached hereto and incorporated by reference herein as **Exhibit B**, is a line-item budget (the "Budget") for Subrecipient's Scope of Services. This Budget has a central role in defining Scope of Services and determining allowability of costs to be reimbursed by ACCGov under this Agreement.

3.4.2 Expenditure of Grant Funds.

3.4.2.1 Consistency with Budget. Except as expressly provided herein, Subrecipient shall expend the funds awarded hereunder in a manner consistent with the approved Budget **(Exhibit B)**.

3.4.2.2 Budget Revisions. Funds may be shifted between line items of a single project with prior approval of the Director of ACCGov's Housing & Community Development Department. Subrecipient must submit a Budget Revision Form and a written justification to the project administrator in the Housing & Community Development Department. A budget revision must include a revised Program Budget that accurately displays the necessary budget breakdown to carry out the project and a letter signed by the authorized official. Budget revisions must not significantly affect either the scope or objective of the project. (The "scope" of the project is the nature, location or magnitude of the work described in the Agreement. The "objectives" of the project are measurable performances involved in the Agreement including the impact and degree of benefit to the identified population and environment that the project is proposed to provide.) Reimbursement requests that reflect deviations from approved budgets cannot be processed. Budget revisions are considered "approved" upon written receipt of approval from ACCGov.

3.4.2.3 Period of Availability of Funds. Funds made available under this Agreement may only be used for obligations incurred during the project period for which the funds

are awarded.

3.4.2.4 Prior Approvals for Certain Deviations from Budget. Deviations from the approved Budget, as well as transfers between direct and indirect budget categories require ACCGov prior approval regardless of amount, unless otherwise authorized, consistent with 2 C.F.R. § 200.308 or the terms and conditions of the Prime Award to ACCGov.

3.4.3 Program Income. Subrecipient shall report to ACCGov any program income (as defined at 2 C.F.R. §§ 200.1 and 200.307) generated in performance of this Agreement. Program income earned in performance of this Agreement shall be considered added to the total amount of this Subaward, and its expenditure is subject to all the terms and conditions applicable to the federal funds provided under this Subaward. Subrecipient agrees that all program income (if any) received will be expended for program expenses prior to use of the subaward funds.

3.5 Payment.

3.5.1 Advanced Payment. Pursuant to 2 C.F.R. 200.305(b), ACCGov may, upon request by the Subrecipient, make advanced payments to Subrecipient, in an amount equal to the minimum amounts needed by the Subrecipient and timed in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of the approved program or project. In the event that ACCGov utilizes the advanced payment method to fund all or part of the Subrecipient's project, Subrecipient shall provide monthly detailed financial reports prepared and approved by Subrecipient's Director of Finance to ACCGov documenting and certifying actual expenditures of the advanced funds. ACCGov shall review those reports and confirm whether the expenditures were for allowed or disallowed costs.

3.5.1.1 Advanced Installment Payments. Advance installment payments of one hundred and eighteen thousand, seven-hundred and fifty dollars and 00/100 cents ($118,750.00) may be made to Subrecipient as outlined in the Schedule of Advanced Payments (**Exhibit C**), including the first such payment within 14 days of full execution of this Agreement, provided that all other provisions of this Agreement have been met. ACCGov shall also pay to Subrecipient an advanced installment payment of twenty-five thousand dollars and 00/100 cents ($25,000) (for initial necessary start-up purchases, including equipment, materials and supplies) within 14 days of execution of this Agreement.

Per 2 CFR 200.305(b)(1), https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.305, "Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs." As such, if at any point the Subrecipient's program bank account has a balance of two (2) or more months' worth of operations and administrative expenses for activities covered in this Agreement, ACCGov may withhold processing advance payments or reimbursement requests until balance is less than the actual, immediate cash requirements of the program.

3.5.1.2 Reporting Requirements. Subrecipient shall submit to ACCGov monthly detailed expenditure reports outlining actual operational and administrative expenditure as well as actual initial start-up purchases by the 5th of each month, as outlined in **Exhibit D**, attached hereto and

incorporated herein, which shall be in the form, content and frequency as required by ACCGov. Such detailed reports shall include complete statements of bank account(s) associated with the programs funded through this agreement; invoices and receipts; procurement forms as applicable; proofs of payment; purchase orders; time sheets for each employee, agent, officer, director, or other individual doing work on behalf of Subrecipient pursuant to this Agreement; and any other documents reasonably requested by ACCGov. Said time sheets shall be approved by a member of the Board of Subrecipient, or by an employee of Subrecipient who is not compensated pursuant to this Agreement.

Subrecipient shall also submit detailed monthly program status reports outlining program activities, outputs, and performance measures by the 5th of the month, which shall be in the form, content, and frequency as required by ACCGov. If Subrecipient fails to submit progress reports, ACCGov may withhold processing advance payments or reimbursement requests until Subrecipient submits such progress reports. Additionally, within thirty (30) days of the completion of the Delinquency Prevention Initiative Action 3 (outlined in **Exhibit A**), Subrecipient must provide to ACCGov a finalized set of performance measures that Subrecipient will use to evaluate success. If approved by the Director of Housing & Community Development, these performance measures shall replace or supplement any other performance measures listed in **Exhibit A**.

If the Subrecipient chooses to subcontract with another entity ("Subcontractors") to provide programming to fulfill Subrecipient's obligations outlined in **Exhibit A** or if Subrecipient awards a grant to a Subgrantee pursuant to this Agreement, Subrecipient is responsible for securing and submitting similar documentation from each Subcontractor and/or Subgrantee as part of monthly reporting requirements.

3.5.2 Requests for Payment. If ACCGov cannot, pursuant to 2 C.F.R. 200.305(b), make advanced payment to the Subrecipient, or at any point chooses not to provide advanced payments, then ACCGov shall make payments to Subrecipient on a reimbursement basis. In which case, no later than thirty (30) days after the end of each calendar month, Subrecipient shall submit to ACCGov a request for payment in a form reasonably prescribed by ACCGov, which details the specific costs Subrecipient incurred in the previous month to perform the work described in Article II, minus any program income available to cover any or all such costs. The payment request shall display an accounting of any program income received and expended during that calendar month.

3.5.3 Payment by ACCGov. In the event that ACCGov makes payments to the Subrecipient on a reimbursement basis, ACCGov will pay Subrecipient for properly documented costs within thirty (30) days of Subrecipient's submission of the request for payment, provided that such costs are allowable and allocable pursuant to 2 C.F.R. Part 200 and consistent with the approved Budget.

3.5.4 Unallowable Costs. Under no circumstances shall ACCGov be required to pay in advance or to reimburse unallowable costs.

3.5.4.1 Questioning Costs. If ACCGov questions the allowability of any costs reflected in a request for payment or costs shown on the detailed monthly reports if paid in advance, ACCGov shall promptly provide Subrecipient with written notice of those questions and their bases. Payment of questioned costs may be withheld by ACCGov until the questions are resolved; however, ACCGov shall promptly issue payment of all otherwise properly documented and otherwise unreimbursed costs not in question.

3.5.4.2 ACCGov's Disallowance Right. Notwithstanding any other term of this Agreement, all payments made under this Agreement shall be considered provisional. In the event that ACCGov determines that any cost for which reimbursement is sought, or has been previously paid, is unallowable, (i) ACCGov shall be entitled to recoup such amount from Subrecipient, and (ii) Subrecipient shall promptly pay over such amount to ACCGov within 30 calendar days of being notified of the disallowance. Additionally, if ACCGov reasonably believes that Subrecipient is in noncompliance with any applicable rules or regulations or any provisions of this Agreement, ACCGov may choose to withhold processing advance payments or reimbursement requests until such time as the Subrecipient is found to be in compliance by ACCGov or is otherwise adjudicated to be in compliance.

3.5.4.3 Liability for Unallowable Costs. Subrecipient shall be liable for payment of any costs (including, but not limited to, interest and penalties) incurred by Subrecipient, or Subrecipient's Subcontractors or Subgrantees, under this Agreement (whether charged to funds made available under this Agreement or program income generated hereunder) that may be disallowed by the Federal Awarding Agency, or other appropriate federal or state officials. ACCGov agrees that, in the event that the Federal Awarding Agency disallows any cost incurred by Subrecipient under this Agreement, ACCGov will, at Subrecipient's request, pursue appropriate administrative appeals to the Federal Awarding Agency (or such other agency), *provided that* Subrecipient agrees to pay all costs associated with any such appeal and that ACCGov agrees that Subrecipient's claim or defense is not frivolous.

3.5.4.4 Cooperation Regarding Clarifications and Appeals. In the event of a disallowed or questioned cost, Subrecipient may request that ACCGov (i) seek guidance from the Federal Awarding Agency, or, (ii) if necessary, pursue an appeal of a Federal Awarding Agency's determination that certain costs are unallowable in accordance with Section 3.5.4.3 (Liability for Unallowable Costs). If necessary to avoid interest or penalties, ACCGov may require Subrecipient to pay over the amount in dispute pending any such clarification or appeal.

3.5.4.5 Survival. ACCGov's right to question and disallow costs shall survive the termination or expiration of this Agreement.

3.5.5 Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

> By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the reimbursement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

3.5.6 ACCGov shall not be liable to any vendor, supplier, Subgrantee, or Subcontractor for any expenses or liabilities incurred in connection with this Agreement and Subrecipient shall be solely liable for such expenses and liabilities.

3.6 Availability of Funds Limitation. The continuation of this Agreement, and payments

hereunder, shall be subject to the availability of federal funds to ACCGov under the Prime Award. ACCGov shall promptly notify Subrecipient, in writing, of any modification or cancellation of said Prime Award that might impact this subaward. If ACCGov determines, in its sole discretion, notwithstanding reductions in grant funding, that funding remains available for some or all of Subrecipient's activities hereunder, the Parties will make reasonable efforts to amend this Agreement so as to reasonably achieve its objectives at a reduced level; *provided that* ACCGov retains the right to terminate the Agreement in accordance with Article IX.

ARTICLE IV
NOTICES

Subrecipient and ACCGov agree that all notices required by this Agreement shall be in writing and delivered via certified or registered mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to ACCGov:
Unified Government of Athens-Clarke County
Attention: Roderick Wallace, Housing & Community Development
375 Satula Avenue
Athens, GA 30601

With a copy to:
Unified Government of Athens-Clarke County
Attention: Blaine Williams, Manager
City Hall
301 College Avenue, Suite 303
Athens, GA 30601

If to Subrecipient:
Boys & Girls Clubs of Athens, Inc.
Attention: Robert D. Finch
705 Fourth Street
Athens, GA 30601

ARTICLE V
RESPONSIBILITIES OF ACCGov

ACCGov agrees to:

1. Provide funding to Subrecipient in accordance with this Agreement and federal, state, and local laws;
2. Monitor Subrecipient to ensure the funds subject to this Agreement are used in accordance with all applicable conditions, requirements, and restrictions;
3. Provide information on current and any subsequent changes to the terms and conditions

of the grant awards addressed by the funds subject to this Agreement; and

4. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to this Agreement.

ARTICLE VI
RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient agrees to:

1. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements, budget, timetable, and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the Prime Award and this Subaward;
2. Utilize funds subject to this Agreement to supplement rather than supplant funds otherwise available;
3. Comply with all financial reporting requirements of ACCGov and the federal government related to the use of funds subject to this Agreement, including ensuring that all documents required to demonstrate compliance with financial reporting requirements shall be prepared and approved by Subrecipient's Director of Finance;
4. Promptly reimburse ACCGov for any funds ACCGov pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which ACCGov is responsible regarding American Rescue Plan Act funds;
5. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ACCGov, or any state or Federal auditor, agency, or other entity authorized by federal, state, or local law determines compliance with conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded has not been achieved;
6. Make records and personnel available to ACCGov, or any state or Federal auditor, agency, or other entity authorized by federal, state, or local law to perform reviews, audits, or investigations in relation to the funds subject to this Agreement;
7. Comply with all terms and conditions contained in this Agreement.

ARTICLE VII
ACKNOWLEDGEMENT AND ACCEPTANCE OF ACCGOV's UNILATERAL RIGHT TO AMEND THIS AGREEMENT AND OTHER AMENDMENTS

7.1. Subrecipient acknowledges and accepts that this Agreement is entered into subject to both Subrecipient's and ACCGov's compliance with federal, state, and local law, conditions, requirements, and restrictions, as those may change over time. ACCGov reserves the right to unilaterally amend this Agreement 1) to include terms and conditions required by Federal, state, or local governmental guidelines or policies to be included in this Agreement or 2) upon the suggestion of counsel to amend this Agreement to conform with best practices for subgrant agreements. Subrecipient further understands that ACCGov, as Grantee, is responsible to the Department of Treasury for the administration of funds and may consider and act upon reprogramming recommendations as proposed. In the event that the ACCGov approves any modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified and such notification shall constitute an official amendment to this Agreement. Subrecipient acknowledges and accepts that its retention and use of the

funding subject to this Agreement is conditioned upon its consent to and compliance with any amendments to this Agreement made by ACCGov subject to this Article.

7.2. ACCGov or Subrecipient may amend this Agreement, for reasons other than those stated in subsection 7.1 of this Article, at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by ACCGov's governing body if such approval is required by law. Such amendments shall not invalidate this Agreement, nor relieve or release ACCGov or Subrecipient from its respective obligations under this Agreement.

ARTICLE VIII
ADMINISTRATIVE AND FINANCIAL MANAGEMENT REQUIREMENTS

8.1 Administration and Financial Management: Subrecipient acknowledges that this Agreement is a subaward of federal grant funds and that Subrecipient shall be responsible for proper use, management, and safeguarding of such funds. Subrecipient acknowledges as a general matter, that payments from Coronavirus State and Local Fiscal Recovery Funds will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200, the Uniform Guidance) and 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds, Department of the Treasury Final Rule). In particular, Subrecipient hereby represents that it is, and shall remain, in full compliance with the financial management requirements set forth at 2 C.F.R. § 200.302 and internal controls standards set forth at 2 C.F.R. § 200.303.

8.2 Prior Approval for Contracting Out Programmatic Work to Subcontractors or Subgrantees. Subrecipient shall obtain ACCGov's prior written approval before entering into any contractual agreements with either Subcontractors or Subgrantees for any programmatic work related to the implementation of this Agreement, consistent with 2 C.F.R. § 200.308. Subrecipient shall submit requests for prior written approval to ACCGov's Housing and Community Development ("HCD") Grant Manager for review and approval or denial. Any disputes between Subrecipient and the HCD Grant Manager related to prior approvals shall be resolved by the HCD Director.

8.2.1 When requesting prior written approval of Subgrantees, Subrecipient shall provide a draft of the subgrant agreement and proof of the following requirements consistent with 2 CFR 200.330 - 200.332:

1. Subgrantee was selected following a competitive procurement process consistent with Subrecipient's procurement policies as well as all applicable federal regulations.
2. No conflict of interest exists or will be created by the Subgrantee relationship.
3. Subgrantee is not debarred or suspended from receiving federal awards.
4. Subgrantee has successfully completed a risk assessment, using a template provided by ACCGov.
5. Subgrantee will be performing work consistent with Subrecipient's award.
6. Subrecipient will provide sufficient monitoring of Subgrantee throughout the performance of their subgrant (including terms outlined in Sections 8.4 and 11.2.3).

8.2.2 When requesting prior written approval of Subcontractors, Subrecipient shall

provide a draft of the subcontract and proof of the following requirements consistent with 2 C.F.R. 200.331:

1. Subcontractor was selected following a competitive procurement process consistent with Subrecipient's procurement policies as well as all applicable federal regulations.
2. No conflict of interest exists or will be created by the Subcontractor relationship.
3. Subcontractor is not debarred or suspended from receiving federal awards.
4. Subcontractor will be engaging in a procurement/vendor relationship with Subrecipient consistent with the following characteristics.
    a. Subcontractor provides the goods and services within normal business operations;
    b. Subcontractor provides similar goods or services to many different purchasers;
    c. Subcontractor normally operates in a competitive environment;
    d. Subcontractor provides goods or services that are ancillary to the operation of Subrecipient's program.
5. Subrecipient will provide sufficient monitoring of Subgrantee throughout the performance of their subgrant.

8.2.3 Subrecipients must also request prior approvals for the following program or budget-related reasons:

1. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
2. Change in a key person specified in the application or the Federal award.
3. The disengagement from the project for more than three (3) months, or a twenty-five (25) percent reduction in time devoted to the project, by the approved project director or principal investigator.
4. The inclusion of costs that require prior approval in accordance with 2 CFR 200.407.
5. The transfer of funds budgeted for participant support costs to other categories of expense.
6. Unless described in the application and funded in the approved Federal awards, the subawarding, transferring, or contracting out of any work under a Federal award, including fixed amount subawards as described in 2 CFR 200.333. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
7. Changes in the approved cost-sharing or matching provided by the non-Federal entity.
8. The need arises for additional Federal funds to complete the project.

8.2.4 Subrecipient shall follow all federal procurement guidelines in accordance with 2 CFR 200 Subpart D as well as its own internal procurement policies for all Subcontractor and Subgrantee agreements, prior to seeking written approval from ACCGov.

8.3 Insurance.

8.3.1 Insurance Coverage: Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage to comply with 2 C.F.R. 200.310 (Insurance coverage). Subrecipient shall at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer(s) listed on the

certificate of insurance shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better and a financial category of VII or higher with AM Best Company. Before commencing work under the contract, Subrecipient will provide Athens-Clarke County, a certificate of insurance evidencing the required kinds and amounts of insurance:

a) *Workers' Compensation* – Service provider is required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least $1,000,000 each accident; at least $1,000,000 each employee for disease and $1,000,000 policy limit for disease.

b) *General Liability* – $2,000,000 aggregate; $1,000,000 per occurrence; $5,000 medical expenses; $1,000,000 products completed operations; $1,000,000 personal and advertising injury or greater;

c) *Sexual Abuse and Molestation* - $1,000,000 coverage per occurrence

d) *Automobile Liability* – Automobile liability insurance shall be written on the comprehensive form of policy – Combined single limit of at least $1,000,000 to include Owned, Hired Autos and Non-owned Autos. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.

e) *Excess Liability* – $2,000,000 on a per occurrence basis. Excess coverage should follow form of the underlying coverage.

f) *Employee Dishonesty/Crime Coverage* – provide proof of an employee dishonesty/crime or fidelity policy in the amount of or greater than the contract amount.

g) *Specialty or additional lines of insurance coverage* – identified prior to contract as necessary and prudent by ACCGov.

8.3.2 Additional Insured, Subrogation, and Endorsements: Subrecipient shall list ACCGov as additional insured for all coverages except Professional Liability and Workers Compensation. A waiver of subrogation is to be provided in favor of the Unified Government of Athens-Clarke County for all policies including Workers' Compensation. Subrecipient's carrier(s) shall provide an endorsement requiring carrier(s) to provide ACCGov thirty (30)-day written notice of any cancellation of insurance coverage prior to cancellation.

8.3.3 Bonding Requirements: If applicable, Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.326 (Bonding requirements).

8.3.4 Property Coverage. Pursuant to 2 C.F.R. § 200.310, Subrecipient shall, at a minimum, maintain the equivalent insurance coverage for any real property and equipment acquired or improved with funds provided under this Agreement, or program income generated hereunder, as is maintained for other property owned by Subrecipient.

8.3.5 Self-Insurance. The requirement to maintain general liability, workers' compensation, and/or property coverage under this Section 8.3 (Insurance) may at ACCGov's discretion be satisfied by Subrecipient demonstrating that it maintains an adequate program of self-insurance.

8.3.6 Evidence of Coverage and Notices. Subrecipient shall, upon execution of this Agreement and upon any renewal of any of insurance coverage required by this Agreement, furnish certificates of insurance to ACCGov. Subrecipient shall give ACCGov ten (10) days' advance written notice of any material modification, termination, suspension, expiration or relinquishment of such coverage (except when suspension or termination is due to failure to pay a premium, in which case copies of all notices of pending or actual cancellation by the insurer shall be immediately forwarded to ACCGov).

8.3.7 Survival. The rights and obligations of this Section 8.3 (Insurance & Bonding) shall survive the expiration or termination of this Agreement.

8.4 Documentation, Reports, and Recordkeeping

8.4.1 Records to be Maintained: Subrecipient shall maintain and furnish such financial and programmatic information and reports which pertain, directly or indirectly, to the services provided and costs incurred by Subrecipient pursuant to this Agreement. Such records shall be considered public records pursuant to the Georgia Open Records Act and shall include but not be limited to:

a. Records providing a full description of each activity undertaken by Subrecipient and Subgrantees;
b. Subrecipient's and Subgrantees' records required to determine the eligibility of activities and participants;
c. Other reports and records necessary to document compliance with federal regulations, state law, or ACCGov ordinances or policy;
d. Records documenting the number of individuals served directly by Subrecipient, as by all its Subgrantees;
e. Financial records as required by 31 CFR Part 35, and 2 CFR Part 200;
f. De-identified pre- and post-tests completed by program participants (including, but not limited, to self-evaluations and academic assessments), and any other documents associated with performance measurements (e.g., attendance trackers) identified in **Exhibit A,** and similar documentation for activities provided by Subgrantees;
g. Records including brief descriptions of how all programming offered directly by Subrecipient and its Subgrantees address youth violence;
h. Copies of all subcontracts executed under this Agreement;
i. History of procurement consistent with 2 CFR 200.318(i);
j. Outputs of each DPI Action Step outlined in **Exhibit A**

8.4.2 Retention: Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period ending on July 31, 2031 or for a period of ten (10) years commencing on the date of execution of this Agreement, whichever occurs later. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have

started before the expiration of said period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of said period, whichever occurs later. Records for real property and equipment acquired with subaward funds shall be retained for three (3) years after final disposition of the property. Subrecipient shall, upon request, transfer identified records to the custody of ACCGov or the Federal Awarding Agency when ACCGov or the Federal Awarding Agency determines that such records possess long term retention value.

8.4.3 Data and Reports: Subrecipient shall maintain detailed data, sufficient to demonstrate its successes and failures relative to the goals set forth in this Agreement. Such information shall be made available to ACCGov or its authorized agents for review upon request. Moreover, Subrecipient shall provide to ACCGov reports reasonably requested by ACCGov in furtherance of ACCGov's reporting obligations under the Prime Award.

8.4.3.1 Subrecipient warrants that any data provided to Grantee under the terms of this agreement is in the public domain or otherwise unencumbered by intellectual property restrictions on its use by Subrecipient. Subrecipient warrants that Grantee's use of the data shall not be restricted by Subrecipient copyright, patent, or intellectual property considerations.

8.4.4 Disclosure: Subrecipient understands that data collected under this Agreement is of a privileged nature and the use or disclosure of such information, when not directly connected with the administration of ACCGov's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited. Subrecipient also understands that ACCGov is subject to the Georgia Open Records Act and must comply with the requirements thereof. Additionally, Subrecipient shall not post information, photos, videos, or any other identifying material about or including program participants publicly, including on social media, without the express written permission of the participant(s) or the guardians of participants when participants are minors.

8.4.5 Closeout:

8.4.5.1 The Parties' obligations under this Agreement shall not end until all closeout requirements are completed. The Parties shall perform the following activities during the closeout period: making final payment, if required, disposing of program assets (including the return of all unused materials, and equipment to ACCGov), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the funds subject to this Agreement.

8.4.5.2 All closeout activities shall be conducted pursuant to 2 C.F.R. § 200.344 (Closeout), including, without limitation, that Subrecipient must submit to ACCGov, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required hereunder; Subrecipient shall file a Standard Form 429 (Real Property Status Report) upon completion of the activities hereunder and file the appropriate Notice of Federal Interest in the appropriate Land Records, with subsequent, periodic filings as may be required. Moreover, ACCGov shall have post-closeout authorities and rights as set forth in 2 C.F.R. § 200.345 (Post closeout adjustments and continuing responsibilities).

8.4.5.3 The closeout of this subaward shall not affect Subrecipient's liability to ACCGov for unallowable costs; audit requirements of 2 C.F.R. Part 200, Subpart F; property management, use, and disposition obligations; or record retention obligations. Additionally, in the event of an inquiry or disallowance by the Federal Awarding Agency affecting ACCGov after closeout of this subaward, Subrecipient agrees to make available to ACCGov, at ACCGov's request, all information, in any form, including, but not limited to, documents or employee personal knowledge, for ACCGov's use with respect to such inquiry or disallowance.

8.4.5.4 Collection of Amounts Due. With respect to any amounts due from Subrecipient to ACCGov upon or after closeout, ACCGov shall have collection rights commensurate with those of the Federal Awarding Agency under 2 C.F.R. § 200.346.

8.4.5.5 Survival. This Section 8.4.5 (Closeout) shall survive the expiration or termination of this Agreement.

8.4.5.6 Reversion/Transfer of Funds to ACCGov: Subrecipient shall transfer to ACCGov any subaward funds remaining at the time of expiration, cancellation or termination of this Agreement, and ACCGov may in its discretion reprogram the funds to another eligible project.

8.4.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the ACCGov and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, copy, examine, and make excerpts or transcripts of all relevant data, books, records, reports, documents, and papers as they reasonably deem necessary for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Subrecipient acknowledges that by virtue of this Agreement, it will be subject to audit, and more specifically, per 2 C.F.R. Part 200, Subpart F, may be subject to a Single Audit performed on non-federal entities expending federal grant funds of more than $750,000.00 in a year. For audit purposes, Subrecipient shall consider and describe the funds provided pursuant to this Agreement as federal "subaward" funds. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient of a notice of deficiencies. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current ACCGov policy concerning Subrecipient audits and 2 C.F.R. Part 200, Subpart F, as applicable.

8.4.6.1 Survival The rights and obligations of this Section 8.4 (Documentation, Reports and Recordkeeping) shall survive the termination or expiration of this Agreement.

8.4.7. Open Records and Open Meetings: Subrecipient acknowledges that if it receives 33 1/3% of its total funding from a direct allocation of tax funds from a government entity that it is subject to requirements of the Georgia Open Records Act (O.C.G.A. §§ 50-18-70 - 77) and the Georgia Open Meetings Act (O.C.G.A. §§ 50-14-1 - 6).

8.5 Procurement

8.5.1 Compliance: Subrecipient shall comply with all federal procurement guidelines in accordance with 2 CFR 200 Subpart D as well as its own internal procurement policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds subject to this Agreement. Title, possession and use of all program assets (real property, equipment, etc.), with the exception of the real property and improvements thereon that are titled in the name of the Subrecipient and are contemplated by the Parties to this Agreement to remain titled in the name of and in the possession of the Subrecipient, shall revert to the ACCGov upon termination of the Agreement.

8.5.1.1 All procurement transactions funded with federal funds provided under this subaward or with program income generated hereunder ("covered procurements"), regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the federal procurement standards set forth in 2 C.F.R. §§ 200.317 through 200.327, and §§ 200.215 and 200.216.

8.5.1.2 Subrecipient shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

8.5.2 Required Contract Provisions: Consistent with federal procurement standards, Subrecipient shall maintain a written procurement and conflict of interest policy which it shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200 Appendix II, certain required contract terms in its contracts.

8.5.3 Security: Subrecipient's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the funds subject to this Agreement, as well as all proceeds, products, rents, royalties, issues and profits thereof.

8.6 Use and Reversion of Assets

8.6.1 Compliance with 2 C.F.R. Part 200: The use and disposition of real property, equipment, and supplies under this Agreement shall be in compliance with the requirements of 2 C.F.R. 200.311, 2 C.F.R. 200.313, and 2 C.F.R. 200.314.

8.6.1.1 Expectations Regarding Acquisition or Improvement of Real Property and Equipment and Prior Approval Requirement. The Parties anticipate that Subrecipient will acquire or improve real property or equipment with funds made available under this subaward. Acquisition or improvement of real property or equipment may be accomplished with funds provided under this Agreement, or program income generated hereunder, only with the express prior approval of ACCGov. To the extent Subrecipient is authorized by ACCGov to acquire or improve real property or

equipment with such funds, the requirements of this Section 8.6 (Use and Reversion of Assets) shall apply. Subrecipient will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from ACCGov. Subrecipient will record the Federal interest in the title of real property in accordance with ACCGov directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

8.6.1.2 Definition of Equipment, Real Property, and Supplies. For purposes of this Agreement, "equipment," "real property," and "supplies" shall have the meaning set forth at 2 C.F.R. § 200.1.

8.6.1.3 Ownership, Use, Sharing and Disposition. The provisions of 2 C.F.R. § 200.310 *et seq.* (Property Standards), as applicable, shall apply to the ownership, use, sharing and disposition of tangible property (if any) acquired with federal funds made available under this Agreement and/or program income generated hereunder. ACCGov reserves its rights pursuant to 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313 to require transfer of real property or equipment acquired with such funds. Subrecipient shall maintain an adequate, up-to-date inventory of all supplies and equipment throughout the term of this Agreement. Subrecipient agrees to transfer title in any used or unused supplies it may have acquired pursuant to 2 C.F.R. § 200.314 to ACCGov upon termination or expiration of this Agreement, free of compensation of any kind from ACCGov.

8.6.1.4 Equipment Records. Pursuant to 2 C.F.R. § 200.313(d)(1), Subrecipient shall maintain detailed property records for equipment (if any) purchased with funds made available under this Agreement and/or program income generated hereunder.

8.6.2 Equipment and Proceeds: In all cases in which equipment acquired, in whole or in part, with funds subject to this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be, upon ACCGov's sole discretion: transferred to ACCGov, or retained after compensating ACCGov for an amount equal to the current fair market.

8.6.3 Survival. The rights and obligations of this Section 8.6 (Use and Reversion of Assets) shall survive the termination or expiration of this Agreement.

ARTICLE IX
SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS

9.1 Suspension or Termination

9.1.1 General Termination: ACCGov may suspend or terminate this Agreement immediately upon delivery of written notice to the Subrecipient if ACCGov loses funding or discovers any illegal conduct or allegation of illegal conduct on the part of Subrecipient. In the event of termination of this Agreement prior to the end of the term for any reason, Subrecipient shall immediately return all property, equipment, materials, and/or supplies purchased pursuant to this Agreement and any unexpended portion of the funds received

by Subrecipient to ACCGov.

9.1.2 Termination for Failure to Materially Comply: In accordance with 2 C.F.R. §§ 200.339 and 200.340, ACCGov may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal guidelines, policies or directives as may become applicable at any time;
b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided under this Agreement; or
d. Submission by the Subrecipient to ACCGov reports that are incorrect or incomplete in any material respect.

9.1.3 Termination for Convenience: In accordance with 2 C.F.R. §200.340, this Agreement may also be terminated for convenience by either ACCGov or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If either Party wishes to terminate this Agreement for convenience, it must do so by providing thirty (30) days' Notice to the other Party.

9.2 Other Remedies for Failure to Comply: If Subrecipient materially fails to comply with a term of ACCGov's federal award, federal, state, or local law, an assurance, this Agreement, or any other applicable rule, ACCGov may take any or all of the following actions it deems appropriate in the circumstances:

a. Demand repayment to ACCGov of all or part of the funds subject to this Agreement;
b. Withhold further awards for the Program identified in this Agreement;
c. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Agreement.

9.3 Refund Provision: If, at any point and for any reason, the Department of Treasury rescinds or seeks to recover from ACCGov American Rescue Plan Act funds, ACCGov may rescind the funds subject to this Agreement from Subrecipient. In the event or to the extent that Subrecipient has expended those funds pursuant to the terms of this Agreement, Subrecipient, at ACCGov or the Department of Treasury's discretion, may be required to refund those funds to ACCGov from another source.

ARTICLE X
PERSONNEL PROVISIONS

10.1 Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. ACCGov shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Neither of

the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.

10.2 Workers' Compensation: Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

10.3 Civil Rights

10.3.1 Compliance

10.3.1.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and related executive orders.

10.3.1.2 Regarding Equal Employment Opportunity, Subrecipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that Subrecipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors and Subgrantees will be notified of the policy provisions.

10.3.2 Nondiscrimination: Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders. Subrecipient also agrees to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia, regarding Unlawful Discrimination and agrees to ensure that any and all subcontractors and Subgrantees operating pursuant to this Agreement also agree to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia.

10.3.3 Section 504: Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. ACCGov shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

10.4 Affirmative Action

10.4.1 Approved Plan: Subrecipient agrees that it shall be committed to carry out pursuant to ACCGov's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

10.4.2 Women- and Minority-Owned Businesses (W/MBE): Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least

fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

10.4.3 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

10.5 Employee Verification: Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. Compliance with 8 U.S.C. § 1621, the Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement.

10.6 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 C.F.R. §§ 317 and 318 which include (but are not limited to) the following:

10.6.1 Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

10.6.2 No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds made available under this Agreement, or program income generated hereunder, if a conflict of interest, real or apparent, would be involved.

ARTICLE XI
RESTRICTIONS ON USE OF FUNDS AND CONDUCT

11.1 Restrictions on Use of Funds – Generally: Subrecipient is prohibited from using funds subject to this Agreement or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

11.1.1 Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

11.1.2 Religious Activity: Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

11.2 Conduct

11.2.1 Assignability: Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of ACCGov; provided, however, that claims

for money due or to become due to Subrecipient from ACCGov under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to ACCGov.

11.2.1 Indemnity: Subrecipient waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless ACCGov, its officers and employees, (collectively, "Releasees"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Subrecipient, its agents, employees, subcontractors, Subgrantees, or others working at the direction or on behalf of Subrecipient. Subrecipient's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

11.2.3 Subcontracts and Subgrantee Agreements:

11.2.3.1 Monitoring: Subrecipient shall monitor all services and programming completed by either Subcontractors or Subgrantees on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

11.2.3.2 Content: Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract and subgrant agreement executed in the performance of this Agreement. Subrecipient shall include, to the extent required by 2 C.F.R. Part 200 Appendix II, certain required contract terms in its subcontracts and subgrant agreements.

11.2.3.3 Selection Process: Subrecipient shall undertake efforts to ensure that all Subcontractor and Subgrantee agreements executed in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements in 2 CFR 200 Subpart D. Subrecipient shall ensure all Subcontractors and Subgrantees are not restricted from being awarded federal funds in accordance with 2 CFR 200.214.

11.2.4 Lobbying: Subrecipient hereby certifies that:

11.2.4.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

11.2.4.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

11.2.4.3 It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrant agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

11.3 Copyright: If this Agreement results in any copyrightable material or inventions, ACCGov and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

ARTICLE XII
OVERSIGHT AUTHORITIES

12.1 Oversight. ACCGov shall have authority to perform any and all necessary oversight functions to ensure Subrecipient's proper management and compliance with federal grant management requirements, including but not limited to the requirements of 2 C.F.R. Part 200 and Federal Awarding Agency requirements under the Prime Award.

12.1.1 Evaluation and Inspection. In furtherance of ACCGov's obligations under 2 C.F.R. §§ 200.329 and 200.332(d), Subrecipient agrees to permit ACCGov and the Federal Awarding Agency, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of work and activities performed under this Agreement, the proper expenditure of federal funds, as well as the proper allocation of funds awarded hereunder to the approved Scope of Services described in Article III. ACCGov's evaluation and inspection methods include, but are not limited to: (i) scheduled and unscheduled site visits and (ii) reviews and/or audits of records related to the performance of this Agreement. To the extent feasible, and when advance notice would not frustrate the purpose of the inspection, ACCGov shall provide advance notice to Subrecipient, usually seven (7) calendar days, of site visits or audits.

12.1.2 Outside Audit or Monitoring Firm Support. Subrecipient acknowledges and agrees that ACCGov may carry out its oversight functions directly or through engagement of an audit or monitoring firm or other appropriate contracted support. In the event a third party is engaged to assist with any audit or monitoring functions, ACCGov shall require such entity to sign a reasonable nondisclosure agreement preventing disclosure of Subrecipient's proprietary or otherwise sensitive information to the extent such nondisclosure agreement would not frustrate the purpose of the review.

12.2 Remedies for Non-Compliance. If Subrecipient fails to comply with the terms and

conditions of this subaward, ACCGov may impose additional conditions on Subrecipient as described at 2 C.F.R. § 200.208 (Specific conditions). If, in its sole discretion, ACCGov determines that non-compliance cannot be remedied by imposing special conditions, in accordance with 2 C.F.R. § 200.339 (Remedies for noncompliance), ACCGov may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the cost of the activity or action not in compliance; (iii) wholly or partly suspend or terminate this subaward of federal funds; (iv) withhold further awards; or (v) take other remedies that may be legally available.

12.3 Significant Developments. Pursuant to 2 C.F.R. § 200.329(d), as soon as any such condition becomes known, Subrecipient shall report to ACCGov: (i) problems, delays, or adverse conditions which may materially impair the ability of Subrecipient to meet the objectives of the subaward, and (ii) favorable developments which may enable Subrecipient to meet time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

12.4 Good Faith Compliance Cooperation. The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Agreement in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. ACCGov hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant management requirements in response to specific questions posed by Subrecipient.

12.5 Survival. The rights and obligations of this Article XII (Oversight Authorities) shall survive the termination or expiration of this Agreement.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Severability: If any provision of this Agreement is held as a matter of law to be invalid, unenforceable, or illegal, the remainder of the Agreement shall be enforceable without such provision.

13.2 Waiver: ACCGov's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the ACCGov to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

13.3 Section Headings and Subheadings: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

13.4 Entire Agreement: This Agreement, including Exhibits hereto, constitutes the entire agreement between ACCGov and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the ACCGov and Subrecipient with respect to this Agreement.

13.5 Choice of Law, Venue, Right to Jury Trial: This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that exclusive venue for any dispute arising from this Agreement shall be in Athens-Clarke County State or Superior Court, or the United States District Court for the Middle District of Georgia (Athens Division). ACCGov does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by ACCGov under the Eleventh Amendment of the United States Constitution.

13.6 Counterparts: This Agreement may *not* be executed in separate counterparts.

13.7 Electronic Representations and Records: Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.8 Debarment and Suspension. Subrecipient certifies that neither it, nor any of its principal employees, has been debarred, excluded or suspended from participation in federal programs or in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations.

13.9 Clean Air Act and Federal Water Pollution Control Act. Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), as amended.

13.10 On-line Searchable Databases.

13.10.1 OIG Databases. Subrecipient agrees that prior to adding a member to its Board of Directors, employing or contracting with any individual, or contracting with any other entity, Subrecipient will review on-line searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the List of Excluded Individuals and Entities ("LEIE") Database and the Exclusions Database operated by the HHS Office of Inspector General ("OIG"). Subrecipient agrees to check the LEIE and OIG databases on a monthly basis and shall notify ACCGov immediately if an employee or contractor is listed on either LEIE or the OIG database.

13.10.2 System for Award Management. Subrecipient agrees that, to the extent required by 2 C.F.R. Part 180, prior to engaging any contractor for supplies or services with funds furnished under this Agreement, it shall review the System for Award Management ("SAM") Excluded Parties List System ("EPLS") operated by the General Services Administration ("GSA") to determine whether the prospective contractor is suspended, debarred, or otherwise excluded.

13.11 Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

13.11.1 Rights. This subaward of federal funds and employees working on this Agreement will be subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

13.11.2 Inform Employees. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in 48 C.F.R. § 3.908.

13.11.3 Inclusion in Subcontracts and Subgrant Agreements. Subrecipient shall insert the substance of all of this Section K (Whistleblower Rights), including this paragraph, in all contracts over the simplified acquisition threshold as defined in 2 C.F.R. § 200.1 (currently, two hundred and fifty thousand dollars ($250,000.00)).

13.12 Mandatory Disclosures. In accordance with 2 C.F.R. § 200.113, Subrecipient shall disclose in a timely manner in writing to ACCGov all violations of federal criminal law involving fraud, bribery, or gratuities potentially affecting the Prime Award.

13.13 FFATA Subaward Reporting System. Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and, if applicable, to provide any information required by ACCGov thereunder to meet its reporting obligations.

13.14 No Intended Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement. Neither the beneficiaries of the grant project nor any individuals who may have a role in implementing the project (including, but not limited to, project directors or principal investigators) shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

13.15 Assurances for Construction Subawards:

13.15.1 If applicable, Subrecipient will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications;

13.15.2 Subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or ACCGov;

13.15.3 Subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

13.15.4 Subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

13.15.5 Subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements;

13.15.6 Subrecipient will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

13.15.7 Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) if applicable, assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

13.15.8 Subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system;

13.15.9 Subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

ARTICLE XIV
TERM

14.1 Term. This Agreement shall take effect on August 1, 2023, and shall remain in effect through July 31, 2024, unless sooner terminated pursuant to Article IX (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS). This Agreement shall automatically renew for one (1) additional one (1) year term, unless this Agreement is terminated earlier pursuant to Article IX. This Agreement shall terminate absolutely on July 31, 2025, if it has not already been terminated earlier.

14.2 Renewal. There shall be no extension or renewal of the terms of this Agreement beyond the automatic one (1) year renewal authorized by Section 14.1 above unless otherwise agreed in writing by the parties hereto in a document with the same level of formality as this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

WHEREFORE, the Parties, having read and understood the terms of this agreement and having all required authority, do hereby agree to such terms by execution of their signatures below.

On Behalf of the Unified Government of Athens-Clarke County:

By: _____ Date: _____
Kelly Girtz, Mayor

Attest:_____ Date: _____
Gloria J. Spratlin, Clerk of Commission

On Behalf of Boys & Girls Clubs of Athens, Inc.

By: _____ Date: _____
Robert D. Finch, President & CEO

Attest:_____ Date: _____
Bonnie Muia, Corporate Secretary

(SEAL)

EXHIBIT A
SCOPE OF SERVICES

BOYS & GIRLS CLUBS
OF ATHENS

Scope of Work/Services

Updated July 13, 2023

Locations: All club sites, which covers Gaines, Alps, and HB Stroud elementary zones:

- Smiley and HT Edwards BGCA sites
- 4 Athens Housing Authority community centers: Nellie B, Rocksprings, Parkview, Broad Acres

Proposed performance period: August 2023 – July 2025

Days per week: Monday-Friday 2-7pm, Saturday 9am-1pm

Age range: 6-18, Baseline 971, projection 1,400

Youth/Adult Ratio: TBD

Recruitment method: Partnerships, marketing

Established partnerships: Athens Housing Authority, Clarke County School District, faith community, Chess and Community, Community in Schools, (inexhaustive)

COVID-19 safety measures: sanitizer, non-mandatory face masks

Types of activities:

1. Launch Boys & Girls Clubs of America's Delinquency Prevention Initiative (DPI) framework in Athens-Clarke County, which will be supported through existing BGCA programming (including but not limited to family enrichment and education, as described below) and programming offered by subcontracted agencies.
2. Serve as an umbrella organization to support agencies ~~offering~~ providing and evaluating local youth development and violence prevention programming that fits within the DPI framework.
3. Open two new BGCA satellite locations at the Athens Housing Authority's Parkview and Broad Acres communities, and continue to support the existing BGCA satellite locations at AHA's Nellie B and Rocksprings.

4. New extended Saturday programming at BGCA's Smilow and HT Edwards locations and offer transportation to members of the four satellite AHA locations (Nellie B, Rocksprings, Parkview and Broad Acres).

Evaluation Tool: Key metrics will be developed to track the effectiveness of each program, and these metrics will be reported on a quarterly basis, or as needed.

Fees: Currently, there are no plans to charge fees beyond the $10.00 annual membership fee. This excludes summer camp programming.

Initiative 1: Launch DPI Model at all Boys & Girls Clubs of Athens, Inc., Sites

Gang violence in Athens has been of major concern for the past several years. While we saw a 27% in gang related aggravated assaults in 2022[1], gang murders and gang related violence have presented major problems for a community still looking for solutions to juvenile delinquency and gang violence.

The Boys & Girls Clubs of Athens, Inc., is uniquely equipped to address these issues. In fact, the Boys & Girls Clubs of America has developed an Eight (8) ~~Delinquency Prevention Initiative (DPI)~~ DPI model to assist the local club and its community partners in dealing with gang violence. BGCA will use $64,942.50 of ARPA funding specifically to hire a Director of DPI who will oversee the implementation of the DPI framework unto relevant programming.

THE DPI MODEL

The DPI approach has been developed and field-tested to assist Boys & Girls Clubs organizations in customizing a delinquency prevention strategy and adopting best practices for serving Club members showing signs of delinquent behavior and providing them with a quality youth development experience (see attached program guide for additional information). The planning model features Action Steps for creating a delinquency prevention strategy with the collaboration of community leaders. These Action Steps will prepare Clubs and their local partners to provide youth with high-quality developmental experiences that will have a lifelong positive impact.

Action Step 1: Community Assessment
Action Step 2: Organizational Preparation
Action Step 3: Evaluation
Action Step 4: Identification of Additional Resources
Action Step 5: Community Mobilization
Action Step 6: Recruitment of DPI Youth and Support Team Members
Action Step 7: Provision of Interest-Based and Needs-Based Programming
Action Step 8: Pre- and Post-Assessment and Case Management.

Steps and Timeline:

Immediately:

- Hire a project coordinator to oversee manage grant (not paid for by ARPA). This hire will manage all aspects of the grant, including reporting.
- Hire a Director of DPI.

August-September 15th, 2023:

- DPI Action Step 1: Conduct community assessment, complete with summary, by interviewing parents, youth, Athens-Clarke County police Department, Clarke County School District, Faith leaders, grassroots community organizations, and other organizations as needed.

September 15th-ongoing:

- DPI Action Step 2: Provide appropriate staff, subcontractor, board and other stakeholder training on the DPI model and its implementation.

September 1st-October 1st, 2023:

- DPI Action Step 3: Identify those areas of focus or critical areas for change; conduct pre/post assessments, set benchmarks, and make sure all community partners agree on the same goals.
- RFPs based on identified areas of focus will be issued during this period. Proposals will be accepted and reviewed on a rolling basis.
- DPI, through existing BGCA programming, officially begins in all clubs. Requires working with schools, current members, mental health agencies, juvenile justice system, etc. DPI and will be developed depending on their interests and/or need as determined by agencies and community partners.

October 2023 – July 2025:

- Continuing to review responses to RFP's, select and contract with subcontractors. DPI, through existing BGCA programming and subcontractors, continues in all clubs.

March 31st-April 15th, 2024:

- DPI Action Steps 4,5, & 6: Assess whether additional resources are needed and Identify sources of additional funding, if needed. This funding would be used to replicate or enhance DPI programming or its continuation.

May 20th-July 31, 2024:

- Steps 7 & 8: Participating youth will take post assessments, and effectiveness of program will be reported. Make determination on whether to start additional cohorts.

July 2025:

- ARPA funding program period concludes.

Evaluation

The Boys & Girls Clubs of Athens, Inc., will provide at least one output after each DPI Action Step, such as:

1. Action Step 1: Findings from Assessment
2. Action Step 2: Provide training to all hired DPI personnel as well as current staff on DPI model in the areas of safety and expected outcomes
3. Action Step 3: Publish/Provide Pre-test results to HCD
4. Action Step 4: Apply for at least two additional sources of funding for continuity
5. Action Step 5: Please see Proposed Partner's List under Initiative 2 of this scope. This core group has been identified
6. Action Step 6: Convene a support team made up of family, community, schools, and club staff. This Team will work with partners and others to provide feedback in real-time
7. Action Step 7: Provide an assessment of whether participants are benefiting form need-based or interest-based programming
8. Action Step 8: Provide feedback and analysis on key findings

Initiative 2: Serve as Umbrella Organization for DPI Implementation beyond BGCA

The Boys & Girls Clubs of Athens, Inc., will implement its ~~Delinquency Prevention Initiative~~DPI that will address youth gang violence in the Athens-Clarke County, Georgia. Because DPI is meant to be a community-wide framework, at various stages of the implementation, Boys & Girls Clubs will utilize up to three hundred thousand dollars ($300,000.00) to engage local agencies (as S~~s~~ubcontractors) to provide ~~several~~ professional, social, academic, and/or athletic services to those who are enrolled at Boys & Girls Clubs of Athens, Inc. These services will complement existing programming already offered at the clubs.

Additionally, t~~T~~he Boys & Girls Clubs of Athens, Inc., will develop a process to identify ~~subcontractors~~ Subgrantees ~~and facilitators~~ who are capable of providing additional youth development and violence prevention programming to Athens-Clarke County residents, regardless of whether Subgrantees' participants are enrolled at Boys & Girls Clubs of Athens, Inc., and ~~will~~ shall serve as the umbrella organization that will manage payment, outcomes, and ~~will~~ otherwise oversee the entire ~~delinquency prevention model~~DPI. The Boys & Girls Club shall provide up to one million and two hundred thousand dollars ($1,200,000.00) in Subgrants to competitively selected Subgrantees for this purpose.

In addition to designing the selection process, Boys and Girls Club of Athens, Inc., will work with each S~~s~~ubcontractor and Subgrantee to determine scope of services, metrics design, and ~~will~~ work with ACCGov on reimbursement process. A total of ~~$1,500,000~~ one million and five hundred thousand dollars ($1,500,000.00) of ARPA funding has been designated for ~~external~~

~~agencies~~ Subcontractors and Subgrantees, as described above, offering youth development and violence prevention services that fit within the DPI framework.

Boys & Girls Clubs of Athens, Inc., shall ensure that all Subcontractors and Subgrantees are only serving Athens-Clarke County residents in relation to services funded as a result of this Agreement.

Project Steps and Timeline:

August 1st-15th, 2023:

- Develop list of requirements for subcontractors and begin to develop RFP and/or provide a list of preferred subcontractors based on engagements with Boys & Girls Clubs of Athens, Inc., and/or Athens-Clarke County Unified Government.

September 2023 – July 2025:

- Once DPI Action Steps 1-3 are completed, RFP's based on identified areas of focus will be issued on/around September 2023. Proposals will be accepted and reviewed on a rolling basis.
- Conduct onboarding for all subcontractors to include but not limited to 1) background check; 2) W-9's; 3) field certifications; and other requirements as later may be determined.
- Oversee activities, payment and outcomes of each subcontractor and provide required reporting to ACCGov

Boys & Girls Clubs of Athens has identified the following potential ~~partners~~ Subcontractors and Subgrantees that can provide support to our gang prevention initiative. We will rely on these partners' expertise to fill program gaps that may not be filled through our current staffing matrix. While the Boys & Girls Clubs may not contract with all these vendors, we feel that they have the organizational capacity and proficiency to conduct the services listed and be chosen on the merits of their current work in our community and not through an RFP process. In partnering with these agencies, Boys & Girls Clubs will follow its own procurement policy and all applicable federal requirements related to procurement and gain pre-approval from ACCGov before subcontracts or subgrants are executed.

Envision Athens
Data collection and assessment

Athens Well Being Project
Data Assessment
Student Test design

Advantage Behavioral Health Systems
Mental health evaluation for students and awareness training for staff

Family Connection
Family Support Services

Juvenile Offender Advocacy
In school intervention programs to prevent truancy and expulsion

College Factory
Provide services to teens that intend to pursue higher education

The Georgia Conflict Center
Focus on Conflict Resolution programs for youth.

Family Promise of Athens
Aid children and their families that may be facing housing insecurity

Food Bank of Northeast Georgia
Aid children and their families that may be facing food insecurity

Mt. Pleasant Baptist Church Youth Enrichment
Youth development

Dr. LaKeisha Gantt, Licensed Psychologist

Initiative 3: Support 4 Satellite Locations at AHA Community Centers

In 2022, the Boys & Girls Clubs of Athens, Inc., partnered with Athens Housing Authority to provide Summer and after school programming for the youth in Nellie B and Rocksprings Community Centers. With a total of $831,297.18 in ARPA funding, Boys & Girls Clubs of Athens, Inc., and the Athens Housing Authority will expand on its partnership and open two additional Boys & Girls sites for year around programming at Broad Acres and Parkview locations and provide gap funding for the Nellie B and Rocksprings centers in fall 2024. All programming includes education, family enrichment, and delinquency prevention.

Project Steps and Timeline:

Immediately:

- Hire staff for Parkview and Broadacres satellite locations. Ideally, would like to have all staff hired by August 1st, 2023.

August 1st-August 15th, 2023:

- New hire training and onboarding.

August 1st, 2023-ongoing:

- New member recruitment. Daily capacity for each location does not exceed forty (40). While membership may exceed forty (40), daily attendance may never exceed forty (40).

On or about September 1st, 2023 - July 2025:

- Parkview and Broadacres provide afterschool programming in the areas of academic catch-up, athletics and sports, family enrichment, and DPI.
- Members of the four AHA-based clubs are offered transportation to weekend programming at Smilow an HT Edwards locations between September 2023-September 2024 (weekend programming past September 2024 is subject to future funding).

Initiative 4: Launch a new Weekend Program Initiative, offering Saturday programming at BGCA's Smilow and HT Edwards locations.

Currently, all BGCA programs are only offered M-F. In order to offer additional youth development and violence prevention activities (through DPI) to Athens youth, $93,108.32 of ARPA funding will be allocated to offer programing on Saturdays between 9am-1pm year-round at the Smilow and HT Edwards locations. These two sites were selected for Saturday programming in order to best leverage limited resources. All members of the four Athens Housing Authority satellite locations will be offered transportation to/from the Saturday programming.

On or about September 1st 2023 – September 2024:

- Weekend programming will begin at existing locations (Smilow, HT Edwards) and transportation will be provided to members of the Parkview, Broad Acres, Nellie B., and Rocksprings satellite locations.

Performance Measurements:

Boys and Girls Clubs of Athens, Inc., will comply with all necessary ARPA reporting requirements set forth by ACCGov. Throughout the programming period (July 2023 – July 2025), the agency will track the following performance measures:

- Eighty (80%) of students will show increased knowledge and skills to resist gang recruitment and develop positive social behavior. This will be measured by administering pre-posttests during the program.
- Fifty (50%) of participants will achieve a 20% increase in academic performance in the areas of reading and math, after the first year in program.
- Eighty (80%) of students of Boys and Girls Students will have satisfactory school attendance (defined as 85% of days of school). The attendance rate for students in the Athens Clarke County School District was 75.4 days during the 2021-2022 school year. Most published

reports state that students who are active in school and after-school activities have a greater chance of graduating high-school and have a 50% less opportunity to be recruited by gangs. This will be measured by school data.

- Fifty (50%) of students will have an increase of perceived emotional support and community connectedness. This will be measured through pre-post testing.
- Serve a total of 380 youth per day will be served across all 6 locations. Average daily attendance of at least 130 per day at each Smilow and Edwards Clubs (260). Average attendance of at least 30 per day at Public Housing sites 4 x (30) = 120.
- Serve a total of at least 100 youth in Saturday programs each week. Weekend programming at Smilow and H.T. Edwards 9 a.m. – 4 p.m. on Saturdays, including family enrichment. Public Housing sites will be transported to those locations. We expect a minimum of 25 youth per location to attend weekend programs.
- Subcontract with 3-10 external agencies to implement evidenced youth development and violence prevention programs that fit within the DPI framework, for youth between the ages of 6-18.
- Open two new BGCA satellite locations at Parkview and Broad Acres community centers in Fall 2023.
- Through the expansion of our programs, it is Boys & Girls Clubs of Athens' goal to increase youth participation from approximately 970 to 1400 by July 2025.
- 25% of students will increase grade point average by at least 3-5 percentage points.
- Students in the program will experience less discipline problems than students not enrolled in the program (aggregate percentage).
- Students participating in the program will have a lower rate of entering the Juvenile Justice System than peers not participating in the program.

Boys & Girls Clubs will utilize a pre-/post-test to measure individual impact of the programs on Athens youth. The following are questions and answers to true and false questions used in many models, including DPI, and G.R.E.A.T (Gant Resistance Education and Training). These are sample answers to questions and are subject to change to reflect findings of early DPI Action Steps.

Resistance Skills

1. I could go up to someone my age and start talking to that person
2. If a friend wants me to do something that I don't want to do, I could tell my friend that I don't want to do it.
3. If a friend wanted to give me alcohol, I could tell my friend that I don't want any.
4. If a friend wanted to give me marijuana, I could tell my friend that I didn't want any.
5. If a friend wanted to give me cocaine, I could tell my friend that I didn't want any
6. If a friend wanted me to join a gang, I could tell my friend that I didn't want to.

Getting into Trouble

1. Got into a fight at school or home.
2. Stayed away from school because I was threatened.

3. Took something not belonging to me from another person.
4. Took something from a store without paying for it.
5. Damaged school property on purpose.
6. Argued or had a fight with either of my parents.
7. Took part in a fight where a group of my friends were against the other group.
8. Went into a house or building when I was not supposed to be there.
9. Got into trouble with police because of something I did.

Gang Membership

1. Do you know any gang members?
2. Do any of your classmates wear colors, jewelry, flash hand signs or display other things which may be gang related?
3. Is there more graffiti in your school or community than last school year?
4. Are there more weapons in your school than last year?
5. Do any of your friends dress like gang members?
6. Do any of your friends belong to gangs?
7. Do any of your family members belong to a gang?
8. Do you belong to a gang?
9. Do you want to become a gang member?

Knowledge Overview

1. G.R.E.A.T. stands for "Gants Reduce Everyone's Ability Totally."
2. A victim is someone who suffers a loss, especially from a criminal act.
3. Culture is made up of beliefs and values.
4. Values only tell us what is wrong to do.
5. Discrimination is a way to treat people all the same.
6. Solving problems without fighting (called conflict resolution) is a way of solving problems without creating new problems.
7. A gang is a group of people who only engage in criminal activities.
8. Gangs are mostly made up of minority people (such as African Americans, Hispanics, or Asians)
9. All drugs are natural substances which changes the way the human body works.
10. There is a relationship between gangs and drugs.
11. Getting in trouble with the law will not keep me from reaching goals I have set for myself.
12. A strong support system (people I trust, who care about me) will help me reach my goals.
13. Once you join a gang it is easy to get out.
14. When you join a gang, you often inherit a lot of enemies.
15. It is possible to make a fresh start by getting out of a gang.

Outreach Plan for At-Risk Neighborhoods

The Boys & Girls Clubs of Athens currently partners with the Athens-Clarke County School District to provide transportation from each elementary and middle school to both the Joel E. Smilow and H. T. Edwards sites during the school year. Additionally, through our partnership with the school district, staff assist us with identifying children most in need of our services, based on income level and past academic achievement. Through our partnership with the Athens Housing Authority, we will strategically serve at risk youth in four public housing neighborhoods, where youth are most susceptible to gang recruitment and activity. Boys and Girls Clubs of Athens, Inc., will also explore providing transportation to neighborhoods not served by our large clubs or public housing sites, especially during our weekend program. We are exploring opportunities to make this happen through contract services with the school district, Athens Clarke County Transit, or acquiring additional vehicles to supplement our current transportation fleet.

Boys and Girls Clubs recognize that outreach through other non-profits or agencies is critical to reaching youth in these neighborhoods, where positive relationships have been established. We will prioritize or award extra points for organizations applying through the (RFP) process, to provide positive youth development and anti-gang programs serving high crime neighborhoods.

###

EXHIBIT B
PROGRAM BUDGET

BOYS & GIRLS CLUBS OF ATHENS

Budget Overview

A	**DPI Management**	**$64,942.50**
B	**BGCA ~~Partners~~Subcontractors**	**$300,000.00**
C	**BGCA Sub-grantees**	**$1,200,000.00**
D	**Broad Acres & Parkview Start-up Costs**	**$25,000.00**
E	**Broad Acres & Parkview Operations**	**$693,467.00**
F	**Nellie B & Rocksprings Operations**	**$115,330.18**
G	**BGCA Weekend Expansion**	**$93,108.32**
H	**Transportation**	**$70,000.00**
I	**Administrative Costs**	**$287,500.00**
J	**Contingency**	**$25,652.00**
	TOTAL	**$2,875,000.00**

Budget Narrative:

A. Provide funding to manage the launch and implementation of DPI framework.
B. These funds can be allocated to proven non-profits without a RFP to support DPI programs, by providing and evaluating programs including but not limited to: family enrichment, mental health and academic recovery.
C. Through a Request for Proposal (RFP), Boys & Girls Clubs of Athens will seek qualified Youth Development ~~partners~~ Subcontractors and Subgrantees to reach underserved youth~~,~~ and provide services using the DPI model and other evidenced based programs. Our plan is to have an approved RFP process and begin receiving proposals during 3rd quarter of 2023. ~~These~~ Subgrantees will likely ~~be~~ receive one year grants with the potential of continued funding for a second year. Subcontractors will also likely be engaged on an annual basis with the potential of continued funding for a second year.
D. Direct Start up cost for opening units including: furnishings, computers, signage etc.
E. Provide funding of operations for two new Public Housing Clubs beginning in July 2023 through July 2025.
F. Provide funding of existing Public Housing Clubs beginning in September 2024 through December 2024.
G. Provide funding for Boys & Girls Club Weekend Program Initiative beginning September 2023 through September 2024. The programs will be operated on Saturdays at the Smilow and H.T. Edwards Clubs. Youth from housing sites will be provided transportation activities at the main clubs. Tentative program hours will be 9 a.m.-4 p.m.
H. Budget for lease rental or acquisition of transportation for club activities, field trips and weekend pick-up.
I. Indirect and administrative cost 10%.
J. To cover contingency, increased costs due to inflation, etc., that might come up during program period.

Detailed Line-Item Budgets

A. DPI Framework Budget - July 2023-July 2025							
	#	Salary & Wages	hours	Payroll Taxes	Insurance Benefits	Retirement Contribution	Total Compensation
Director of DPI (BGCA will use non-ARPA funds to cover salary of director in Year 2)	1	45,000.00		3,442.50	12,000.00	4,500.00	64,942.50
						Subtotal Payroll	64,942.50

B. BGCA Subcontractors - July 2023-July 2025	
	Budget for BGCA Sub-contractors
These funds allocated to proven non-profits without a RFP to support DPI programs, by providing and evaluating programs including but not limited to: family enrichment, mental health and academic recovery. In partnering with these agencies, Boys & Girls Clubs will follow its own procurement policy and gain pre-approval from ACCGov before subcontracts are executed.	300,000.00
Total	300,000.00

C. BGCA Sub-Grantees - July 2023-July 2025	
	Budget for BGCA SubGrantees
Through a Request for Proposal (RFP), Boys & Girls Clubs of Athens will seek qualified Youth Development partners to reach underserved youth, and provide services using the DPI model and other evidenced based programs. Our plan is to have an approved RFP process and begin receiving proposals during 3rd quarter of 2023. These will likely be one year grants with the potential of continued funding for a second year.	1,200,000.00
Total	1,200,000.00

D. Broad Acres & Parkview Direct Start-up Costs- July 2023-July 2025	
	Total
Materials and supplies, such as furnishings, computers, signage, etc.	25,000.00
Total	25,000.00

E. Broad Acres & Parkview Units Operations - July 2023-July 2025							
Costs for 12 months of programming at 1 club							
Unit Leadership	Salary	Potential Bonus	Retirement Contribution	Insurance Benefits	Tax Expense	Total Fringe	Total Compensation
Unit Director	50,000.00	-	5,000.00	5,000.00	3,825.00	-	63,825.00
Program Coordinator	30,400.00				2,325.60		32,725.60
All Year Staff	Hourly Rate	Potential Bonus	Hours/Mo.	Annual Wages	Tax Expense	Retirement Contribution	School Year Compensation
Janitor	15		40	7,200.00	550.80		7,750.80
School Year Staffing	Hourly Rate	Potential Bonus	Hours/Wk	School Year Wages	Tax Expense	Retirement Contribution	School Year Compensation
Club Enrichment 1	15		20	10,200.00	780.30		10,980.30
Club Enrichment 2	15		20	10,200.00	780.30		10,980.30
				-	-		-
				-	-		-
Certified Staffing	Hourly Rate	Potential Bonus	Hours/Wk	School Year Wages	Tax Expense	Retirement Contribution	School Year Compensation
Supplemental Instructors (Boost Contract)			10	-	-		-
Supplemental Instructors	35		10	11,900.00	910.35		12,810.35
				-	-		-
Summer Staff	Hourly Rate	Potential Bonus	Hours/Wk	Summer Wages	Payroll Taxes	Retirement Contribution	Summer Compensation
Club Enrichment 1	15.00		40	4,800.00	367.20		5,167.20
Club Enrichment 2	15.00		40	4,800.00	367.20		5,167.20
Overtime				-	-		-
						Subtotal Payroll	**149,406.75**
Building & Operations							Year 1 Cost
Transportation & Vech. Maintenance							
Lawn Maintenance							-
Telecommunication							2,400.00
Building/Property Ins.							-
General Liability							6,000.00
Property Taxes							-
						Subtotal Building & Operations	**8,400.00**
Supplies/Equipment							Year 1 Cost
Maintenance/Repair							600.00
Software							4,500.00
Postage							700.00
Printing							660.00
Equipment Lease							1,500.00
Office Supplies							2,500.00
Equipment / Program Supplies							5,000.00
Academic Program Modules							100.00
						Subtotal Building & Operations	**15,560.00**
Administration							
						Subtotal Administration	**-**
						Total Cost for 12 months of programming at 1 club	**173,366.75**
						Total Cost 24 month Cycle for 2 Clubs ($173,366.75*4)	**693,467.00**

F. Nellie B & Rocksprings Units Operations - September-December 2024 (4 months)							
Unit Leadership	Salary	Potential Bonus	Retirement Contribution	Insurance Benefits	Tax Expense	Total Fringe	Total Compensation
Unit Director	50,000.00		5,000.00	5,000.00	3,825.00		63,825.00
Program Coordinator	30,400.00				2,325.60		32,725.60
Data Analyst	100.00						
All Year Staff	Hourly Rate	Potential Bonus	Hours/Mo.	Annual Wages	Tax Expense	Retirement Contribution	School Year Compensation
Janitor	15		40	7,200.00	550.80		7,750.80
School Year Staffing	Hourly Rate	Potential Bonus	Hours/Wk	School Year Wages	Tax Expense	Retirement Contribution	School Year Compensation
Club Enrichment 1	15		20	10,200.00	780.30		10,980.30
Club Enrichment 2	15		20	10,200.00	780.30		10,980.30
Certified Staffing	Hourly Rate	Potential Bonus	Hours/Wk	School Year Wages	Tax Expense	Retirement Contribution	School Year Compensation
Supplemental Instructors (Boost Cont	35		10	11,900.00	910.35		12,810.35
Supplemental Instructors (Boost Cont	35		10	11,900.00	910.35		12,810.35
				-	-		-
Overtime				-	-		-
						Subtotal Payroll	**151,882.70**
Building & Operations							Total Cost
Transportation & Vech. Maintenance							
Lawn Maintenance							-
Telecommunication							2,400.00
Building/Property Ins.							-
General Liability							6,000.00
Property Taxes							
						Subtotal Building & Operations	**8,400.00**
Supplies/Equipment							Total Cost
Maintenance/Repair							600.00
Software							4,500.00
Postage							700.00
Printing							660.00
Equipment Lease							1,500.00
Office Supplies							1,500.00
Equipment / Program Supplies							5,000.00
						Subtotal Building & Operations	**14,460.00**
Administration							
						Subtotal Administration	**-**
						Total Cost for 12 months at 1 club	**174,742.70**
						Total Operational Cost for 1 club - 4 months	**57,665.09**
						Total Operational Cost For (2) Clubs - 4 months	**115,330.18**

G. Weekend Programming Operations - September 2023-September 2024							
Weekend Enrichment	#	Salary & Wages	hours	Payroll Taxes	Insurance Benefits	Retirement Contribution	Total Compensation
Program Coordinators - $25/hr, 8hrs/wk	2	10,400.00		795.60			22,391.20
Academic Success				-			-
Enrichment (3 unit) - 8hrs/weekend	6	15.00	416	477.36			40,304.16
Delinquency Prevention (1/unit) - 8hrs/weekend	2	20.00	416	636.48			17,912.96
Additional Enrichment				-			-
						Subtotal Payroll	**80,608.32**
Other Costs							
Food							10,000.00
Transportation							
Marketing							2,500.00
						Total Other Costs	**12,500.00**
						Total Operational Costs	**93,108.32**
						Total Operational Cost 1 year	**93,108.32**

EXHIBIT C
ADVANCE INSTALLMENT PAYMENT SCHEDULE

*All advance payments are subject to all reporting requirements in the Agreement, including complete and accurate monthly reports documenting and certifying actual expenditures.

Initial Start-Up Advance Installment Payment		
Payment #	**Date**	**Amount**
1	*Within 14 days of Contract Execution	$25,000.00

Administrative and Operating Expenses Advance Installment Payments for the Twenty-Four (24) Month Term		
Payment #	**Date**	**Amount**
1	*Within 14 days of Contract Execution	$118,750.00
2	*September 15, 2023	$118,750.00
3	*October 15, 2023	$118,750.00
4	*November 15, 2023	$118,750.00
5	*December 15, 2023	$118,750.00
6	*January 15, 2024	$118,750.00
7	*February 15, 2024	$118,750.00
8	*March 15, 2024	$118,750.00
9	*April 15, 2024	$118,750.00
10	*May 15, 2024	$118,750.00
11	*June 15, 2024	$118,750.00
12	*July 15, 2024	$118,750.00
13	*August 15, 2024	$118,750.00
14	*September 15, 2024	$118,750.00
15	*October 15, 2024	$118,750.00
16	*November 15, 2024	$118,750.00
17	*December 15, 2024	$118,750.00
18	*January 15, 2025	$118,750.00
19	*February 15, 2025	$118,750.00
20	*March 15, 2025	$118,750.00

21	*April 15, 2025	$118,750.00
22	*May 15, 2025	$118,750.00
23	*June 15, 2025	$118,750.00
24	*July 15, 2025	$118,750.00
Total Maximum Twenty-four (24) Month Expenditure, including Initial Start-Up Expenses:		**$2,875,000.00**

EXHIBIT D
MONTHLY REPORTING SCHEDULE

Period Covered in Reports	Monthly Progress Report Due Date	Monthly Detailed Expenditure Report Due Date
August 1-31, 2023	September 5, 2023	September 5, 2023
September 1-30, 2023	October 5, 2023	October 5, 2023
October 1-31, 2023	November 5, 2023	November 5, 2023
November 1-30, 2023	December 5, 2023	December 5, 2023
December 1-31, 2023	January 5, 2024	January 5, 2024
January 1-31, 2024	February 5, 2024	February 5, 2024
February 1-28, 2024	March 5, 2024	March 5, 2024
March 1-31, 2024	April 5, 2024	April 5, 2024
April 1-30, 2024	May 5, 2024	May 5, 2024
May 1-31, 2024	June 5, 2024	June 5, 2024
June 1-30, 2024	July 5, 2024	July 4, 2024
July 1-31, 2024	August 5, 2024	August 5, 2024
August 1-31, 2024	September 5, 2024	September 5, 2024
September 1-30, 2024	October 5, 2024	October 5, 2024
October 1-31, 2024	November 5, 2024	November 5, 2024
November 1-30, 2024	December 5, 2024	December 5, 2024
December 1-31, 2024	January 5, 2025	January 5, 2025
January 1-31, 2025	February 5, 2025	February 5, 2025
February 1-28, 2025	March 5, 2025	March 5, 2025
March 1-31, 2025	April 5, 2025	April 5, 2025
April 1-30, 2025	May 5, 2025	May 5, 2025
May 1-31, 2025	June 5, 2025	June 5, 2025
June 1-30, 2025	July 5, 2025	July 5, 2025
July 1-31, 2025	August 5, 2025	August 5, 2025

EXHIBIT E

BOYS & GIRLS CLUBS DELINQUENCY PREVENTION INITIATIVE RESOURCE GUIDE

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: SPLOST 2020 Project 03, Classic Center Arena – Proposed Third Financing

DATE: July 17, 2023

BUDGET INFORMATION:

REVENUE:

$ 33,320,000	SPLOST 2020 Project 03 Funding
$ 49,425,110	Revenue Bond #1
$ 32,000,000	Revenue Bond #2
$ 10,926,994	Other Revenue - Currently Available
$ 125,672,104	Subtotal - Project Revenue Currently Available
$ 25,800,000	Proposed Third Financing (Potential Revenue Bond #3)
$ 151,472,104	Total Proposed Revenue to be Available

EXPENSES:

CAPITAL: $ 121,817,295	Expensed or Encumbered
$ 8,949,141	Approved for JE Dunn Change Order #3
$ 1,500,000	Approved for Kitchen & Bar Equipment
$ 320,846	Designated for Public Art
$ 573,000	Designated Remaining PM Fees
$ 3,022,978	Designated Project Contingency
$ 3,250,000	Budgeted for Bridge & Stairs
$ 750,000	Budgeted for Foundry Street Plaza Repair
$ 500,000	Budgeted for Perkins and Will Additional Services
$ 2,236,836	Budgeted for Data/IT Systems/Phones
$ 2,085,000	Budgeted for FF&E
$ 250,000	Budgeted for Building Signage
$ 2,100,000	Budgeted for Scoreboard
$ 217,008	Budgeted for Dasher boards
$ 400,000	Budgeted for Owner Ops Rigging and Fall Protection
$ 700,000	Budgeted for South Club Level Build Out
$ 200,000	Budgeted for Concession and Flex Room Build Out
$ 375,000	Budgeted for Auxiliary Locker Room Building
$ 725,000	Budgeted for Sound and Acoustical Treatments
$ 1,500,000	Budgeted for Telescoping Seating
$ 151,472,104	Total Project Funds Needed

FUNDING SOURCE: SPLOST 2020 Project 03, Revenue Bond Financing, Proposed additional financing, and Private Funding

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a. Revise the total Project Budget, with an increase to approximately $151,472,104;

b. Authorize the Manager and the Attorney to increase the third financing, through loan or revenue bond issuance, from $13,000,000 up to $25,800,000 and an associated Intergovernmental Agreement with the Classic Center Authority;

c. Authorize the Manager, the Attorney, and outside counsel to provide for the creation of the Classic Center Arena Special Service District in conjunction with the third financing so as to provide for a special improvement tax to be subsequently levied and collected to support the Classic Center Arena Project.

d. Approve an intergovernmental agreement providing for the conveyance of the 0.501 acre sliver of property and the 0.136 Acre Sliver of property necessary for the Development of the Railroad Easement Site;

e. Approve an Intergovernmental Agreement providing for an amendment the 2020 Lease Agreement between Unified Government of Athens-Clarke County (ACCGov) and the Classic Center Authority (CCA) to provide for removal of the 0.501 Acre Sliver;

f. Approve an Intergovernmental Agreement providing for the conveyance of the approximately 0.8 acre Parcel located at corner of E. Broad Street and Hickory Street from ACCGov to CCA for use in development and land lease to support the Classic Center Arena Project; and,

g. Authorize the Mayor, Manager, Attorney and appropriate staff to execute all related documents.

HISTORY:

1. On November 11, 2018, CCA submitted to ACCGov a Project Proposal for consideration as part of the SPLOST 2020 Program.

2. On January 23, 2019, the ACCGov Sustainability Office issued a request for proposals for professional services in energy resource coordination.

3. On January 28, 2019, the Classic Center Arena Project 81 was presented to the SPLOST 2020 Citizen Advisory Committee with a funding request of $58,879,000.

4. On June 4, 2019, CCA presented a revised Classic Center Arena Project. The revised project included potential private funding partnerships with a Hotel, a Senior Condominium, and Parking Deck. SPLOST 2020 funding request was reduced to $37,000,000.

5. On July 10, 2019, at a regularly scheduled work session, CCA representatives presented a revised Classic Center Arena Project to the Mayor & Commission (M&C), which included a reduced SPLOST 2020 request of $34,000,000.

6. On July 18, 2019, the M&C approved the Proposed Referendum Project List, including the Classic Center Arena at a reduced project value of $34,000,000 with the remaining needed project funds coming from Revenue Bonds backed by ACCGov and the revenue from future development of ACCGov property adjacent to the Classic Center.

7. On August 6, 2019, the M&C approved the SPLOST 2020 Program Referendum, which included the Classic Center Arena (Project 03) as a component.

8. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum. This Referendum included the Classic Center Arena (Project 03). The Referendum also included the approval of the issuance of general obligation debt to help fund the Classic Center Arena (Project 03) and to facilitate the construction of the Project within the first few years of the SPLOST 2020 Program.

9. On January 7, 2020, a lease agreement between ACCGov and CCA was presented to the M&C for consideration. The proposed lease outlined a 50-year extension of the CCA's lease to include the land for the new Arena as well as the transfer of land and air rights above the Classic Center auto-bridge to ownership by the CCA for the purpose of developing a hotel.

10. On February 4, 2020, M&C approved a resolution to regulate and provide for the issuance of $26,660,000 in aggregate principal amount general obligation bonds, as authorized by a vote of the qualified voters in a referendum held November 5, 2019. M&C also established the SPLOST 2020 Capital Projects Fund and amended the FY20 operating and capital budget of ACCGov to establish the budget for the following three SPLOST 2020 projects:
    - Project 01, Facilities Space Modernization
    - Project 02, Affordable Housing
    - Project 03, Classic Center Arena

11. On February 18, 2020, the Intergovernmental Agreement for land lease between ACCGov and the CCA was approved by the M&C.

12. In September 2020, Manager Williams selected the User Group Members to help ensure ACCGov long terms goals are promoted during the Project Development process. The User Group Members are:
    - David Barbe
    - Dexter Fisher

- Chantel Dunham
- Andrew Saunders
- Smith Wilson
- Paul Cramer
- Robert Cheshire (ex-officio)

13. On December 1, 2020, M&C approved combining the Program Management budgets from all projects into a single Program Management Budget, establishing the Classic Center Arena SPLOST 2020 budget at $33,320,000.

14. On February 2, 2021, M&C approved the Tier Funding Schedule thereby establishing the SPLOST 2020 funding schedule for the Classic Center Arena project.

15. On February 2, 2021, M&C approved Perkins & Will / Smallwood Design as the selected Project Designer for the Classic Center Arena project.

16. On April 6, 2021, M&C approved JE Dunn Construction Company as the selected Construction Manager at Risk Contractor for the Classic Center Arena project.

17. On May 10, 2021, the ACAC approved a recommendation to the M&C in accordance with Athens-Clarke County Code Ordinance, Section 1, Title I, Chapter 1-25-6, additional Funding for Public Art, that SPLOST 2020 Project 03 - Classic Center Arena is appropriate for public art**.**

18. On June 1, 2021, the M&C unanimously approved the Project Concept and updated budget with order of magnitude pricing of $109,441,278 for the SPLOST 2020 - Project 03 Classic Center Arena.

19. On August 3, 2021, the M&C approved conveyance and incorporation for 1.08 acres between Hickory and Willow streets into the existing Intergovernmental Agreement between ACCGov and CCA (approved by the M&C on Feb. 18, 2020, History #10).

20. On September 7, 2021, the M&C approved Schematic Design, the Updated Total Project Budget of $116,705,055, Proposed A/E Contract Amendment, Bond Financing, and authorized an early Guaranteed Maximum Price (GMP) based on 75% construction drawings.

21. On October 5, 2021, the M&C approved the initial bond financing issuance of $55,000,000 and associated Intergovernmental Agreement. During the work session for the October vote, the M&C was made aware that a second bond issuance would be coming in the future.

22. On January 4, 2022, the M&C approved the following actions:
    - Increased the Classic Center Arena Project Budget to $135,655,498, assuming a second bond issuance;

- Moved the Future Energy/HVAC System financing of approximately $10M into the new budget amount; and,
- Authorized staff to negotiate the GMP contract with JE Dunn for a Not to Exceed amount of $107M (based on 75% complete design).

23. On January 12, 2022, JE Dunn submitted their GMP for the cost of construction for the Classic Center Arena based on the 75% CDs.

24. On January 14, 2022, Cherry Street Energy submitted its refined SEPA proposal for the CCA and Arena, after weeks of detailed studies and review of facilities and plans.

25. On February 2, 2022, JE Dunn was issued a Notice to Proceed for the Classic Center Arena project, and the GMP Amendment (Change Order #1) was executed for $102,400,000.

26. In February 2022, JE Dunn mobilized to the Site.

27. On March 11, 2022, additional geo-technical work began by JE Dunn's civil contractor to more closely identify the depth of and thereby quantity of rock to be excavated. A portion of the additional geo-technical work was needed as a result of design changes made during the value-engineering efforts (e.g. revised service drive from Foundry Street to Willow Street and revised stormwater design locations).

28. During March 14, 2022 to April 14, 2022 the design team worked through design revisions to reduce the amount of rock excavation required by approximately 34% to 6,500 cubic yards.

29. On March 22, 2022, the additional geo-technical work was completed and the extent of rock needing to be removed from the site was estimated and determined to be approximately 9,900 cubic yards. Because the cost of rock excavation had been moved out of the GMP to the allowances (F&I #5), JE Dunn notified ACCGov that the rock excavation would create an increase in contract time and cost.

30. On March 28, 2022, JE Dunn notified ACCGov that schedule and cost impacts would be incurred due to the amount of rock that had been identified during additional borings by the civil contractor. Since this notification, JE Dunn, their subcontractors, and the design team have worked collaboratively to mitigate the amount of rock that would need to be blasted and removed from the jobsite.

31. On April 4, 2022, JE Dunn began the Pre-Blast survey work and drilling rock in anticipation of blasting.

32. On May 27, 2022, JE Dunn presented an initial delay claim in the amount of $490,325 for delays caused by the additional rock and contaminated soil.

33. On June 8, 2022, rock blasting work began on the project.

34. On June 14, 2022, CCA Director Paul Cramer presented the proposed Change Order #2 (incorrectly labelled as Change Order #1 in previous agendas), proposed second revenue bond issuance, and a proposed Special District Tax related to hotels to the M&C at the regularly scheduled Work Session. The change order was presented to include all anticipated costs for rock and dirt removal, disposal, and alleged delays, as of that time.

35. On June 24, 2022, a Notice of Proposed Administrative Action (NOPAA) was issued to the M&C providing detailed information on the project status, pending use of the Owner Controlled Contingency, and required activities to continue construction to avoid costly delays.

36. On June 27, 2022, staff issued a response to JE Dunn's delay claim, releasing $450,859 from the Owner Controlled Contingency to be used as an initial payment for cost associated with the alleged rock and contaminated soil removal delay through May 27, 2022.

37. On July 5, 2022, M&C approved during a specially called meeting Change Order #2 with JE Dunn for a total amount of $8,950,000.

38. On August 2, 2022, the M&C approved the Second Revenue Bond Issuance of $37,000,000 and associated Intergovernmental Agreement.

39. On September 7, 2022, staff approved a transfer of $3,022,812 from the owner-controlled contingency to JE Dunn's contract amount for Items identified in the approved Change Order #2 (History 37).

40. On November 1, 2022, the M&C approved the Hickory Street Parking Deck Project Concept, Option A for the access from the Arena Plaza Level to Hickory Street, and Not to Exceed Change Order #2 to the Project Designer P&W/Smallwood the additional work associated with the Parking Deck.

41. On December 13, 2022, the M&C approved the Hickory Street Parking Deck Schematic Design and associated bridge and stairs.

42. On January 11, 2023, the Manager issued a response to the notices received from JE Dunn associated with the cost impacts for rock and contaminated soil removal and dewatering. This response included a release of $4,000,000 of Owner Controlled Contingency to be used towards costs associated with rock and contaminated soil removal, hauling, and disposal costs.

43. On, February 14, 2023, the Unified Government and the Authority entered into an Intergovernmental Contract (the "February 2023 Agreement") for, among other purposes, providing for the Railroad Easement Site as described therein to be transferred by the Unified Government to the Authority to provide for an arena inspired economic development project

to create additional revenue to support the Classic Center Arena Project.

44. On February 16, 2023, during the regularly scheduled M&C work session, CCA Executive Director Paul Cramer presented an update on the project funding and expenses/commitments made to date on the project. This included an updated estimate of the rock amount in excess of the owner-controlled contingency within JE Dunn's contract.

45. On March 8, 2023, a Letter of Intent was signed between the Classic Center Authority and Classic Center Partners, who is the master developer for the parking deck and other surrounding developments, which outlines general terms and conditions for the developments and deadlines for commitments on the developer's part. The amounts included as Attachment 1 in that agreement have been used as the basis for the developer funding being taken into account (see F&I #7).

46. On March 10, 2023, JE Dunn provided its summary of all costs related to rock and contaminated soil removal, hauling and disposal costs and other associated costs through March 1st. The submittal also included a request for a time extension and compensation due to the rock and contaminated soils and associated extended general conditions. The total amount of the claim through March 1, 2023, was $11,581,733, along with a requested schedule extension of 182 calendar days.

47. On March 22, 2023, staff responded to JE Dunn's final submittal with questions and requests for additional clarification/backup for the items included in JE Dunn's submittal.

48. On March 29, 2023, JE Dunn provided a revised submittal responding to staff's questions and provided additional information. The revised amount of the submittal through March 1st, 2023, was $11,498,735, with a schedule extension of 182 calendar days.

49. On April 10, 2023, in accordance with the contract requirements, ACCGov requested additional time to review and process the additional claim data that had been submitted by JE Dunn. Impact Development, SPLOST Project Administrator, granted the time extension and issued the notice of the time extension, to April 29, 2023 to give additional time for evaluation and response to JE Dunn's submittal.

50. On April 28, 2023, in accordance with the contract requirements, ACCGov requested additional time be granted before the Project Administrator issued their formal decision on the claim to give ACCGov time to negotiate a potential settlement with JE Dunn. Impact Development granted the time extension and issued the notice of the time extension to May 26, 2023, to allow time for both parties to negotiate a claim settlement.

51. On May 9, 2023, during the regularly scheduled M&C work session, Paul Cramer presented the proposed revenue streams for the third revenue bond and the items that the revenue bond was intended to cover, including additional funding for the JE Dunn claim (see F&I #6).

52. On May 25, 2023, in accordance with the contract requirements, ACCGov requested additional time be granted before the Project Administrator issued their formal decision on the claim to give ACCGov time to negotiate a potential settlement with JE Dunn. Impact Development granted the time extension and issued the notice of the time extension to June 9, 2023, to allow time for both parties to negotiate a Claim Settlement and to allow time for the M&C to vote on the proposed change order amount.

53. On June 6, 2023, M&C approved a total claim settlement with JE Dunn for $13,900,000, a budget increase from $135,333,402 to $149,685,354, and authorized staff to proceed with development of a third financing up to $13M. The budget increase to $149,685,354 did not include the cost of the bridge and stair, since the cost of that work was being carried by the developer as part of the Parking Deck Project.

54. On July 18, 2023, at the M&C Work Session, Paul Cramer presented that the developer, which was to provide approximately $11M of the needed funds plus the cost for the bridge & stairs is no longer under contract. The Classic Center Authority presented a request for the full additional funding needed to complete the project ($25.8M), including the cost of the bridge and stair, now be added into the project budget and fully financed by additional revenue bonds to the Classic Center Authority and backed by ACCGov. Paul Cramer also presented the Classic Center Authority's plan for covering the repayment of those bonds with the revenues generated by the Arena and the Classic Center operations.

55. On July 26, 2023, staff presented the Manager's Office a memo of four funding options for the remainder of the Arena Project.

FACTS & ISSUES:

1. As approved on June 6, 2023 by the M&C (History #51) the proposed future third bond issuance was intended to increase the total project budget to $149,685,354 with the proposed project budget increase to be funded through a combination of a third financing by issuance of additional revenue bonds, already contracted developer payments, and the additional developer upfront payment for use of the additional parcel of ACCGov owned property at intersection of Hickory and E. Broad.

2. The previously contracted developer is now out of contract and CCA is proceeding with acquiring different developer(s), through competitive RFP process, to develop all of the previously planned improvements. The payments from those future developer contracts, including the use of the property at intersection of Hickory and E. Broad will be used to repay the currently proposed $25.8 million debt.

3. The third financing issuance is intended to provide funding to cover the remaining scope of work items needed to complete the Arena are as shown below:

$	7,167,332	JE Dunn Change Order for Rock & Contaminated Soil
$	320,846	Public Art
$	3,250,000	Budgeted for Bridge & Stairs
$	750,000	Budgeted for Foundry Street Plaza Repair
$	500,000	Budgeted for Perkins and Will Additional Services
$	3,022,978	Proposed Project Contingency
$	2,236,836	Budgeted for Data/IT Systems/Phones
$	2,085,000	Budgeted for FF&E
$	250,000	Budgeted for Building Signage
$	2,100,000	Budgeted for Scoreboard
$	217,008	Budgeted for Dasherboards
$	400,000	Budgeted for Owner Ops Rigging and Fall Protection
$	700,000	Budgeted for South Club Level Build Out
$	200,000	Budgeted for Concession and Flex Room Build Out
$	375,000	Budgeted for Auxiliary Locker Room Building
$	725,000	Budgeted for Sound and Acoustical Treatments
$	1,500,000	Budgeted for Telescoping Seating
$	25,800,000	Subtotal of Other Work

4. As shown in the Expenses section above, with the approval of the $25,800,000 and the designated other items listed, the project will have approximately $3 million in contingency. The items shown below are upgrades to the base services which will help to improve operations and improve revenue generation. However, these items will only be completed near the end of the project, if there is adequate contingency remaining to cover the cost of these items:

$	500,000	Office Level Build Out
$	700,000	Additional FF&E
$	500,000	Additional Network and IT Improvement
$	1,700,000	Subtotal to be Funded out of Contingency

5. As presented in the September 2021 work session (History #20), agenda report (History #41), the approved Schematic Designs and the subsequent construction documents developed for the Classic Center Arena were developed based upon connectivity of the arena to a bridge over Hickory Street and a parking deck structure on the east side of Hickory Street; which would provide stairs and elevator. In the event of an emergency, there is an estimate 2,815 people that could likely exit the southeast arena doors. Part of the arena's life safety plan must include a pathway to allow a quick movement of people from the arena's SE plaza level exits down to Hickory Street level and away from the building.

6. The previously contracted developer had included, as part of their development contract, the cost of connecting the bridge & stair tower from the arena to the new parking deck. Since the bridge & stairs have to be built to provide emergency egress from the upper plaza level of the arena down to Hickory Street level, the funding for that work is now in the proposed as part of the third financing package. Staff is working with JE Dunn to price the bridge & stairs as part of a potential future change order for JE Dunn to complete the work. It is anticipated that staff will bring the proposed Change Order #4 to JE Dunn for the Bridge & Stairs to M&C for consideration at the September 2023 voting meeting.

7. In addition to the Bridge & Stairs the remainder of the items listed in F&I #3, except the JE Dunn Change Order for Rock and Contaminated Soil and Project Contingency, would be coming back to M&C for award of contracts in the near future. The items listed below would likely be coming to M&C as a change order to JE Dunn in the near future; while other items would be separate contract approvals:

$	3,250,000	Budgeted for Bridge & Stairs
$	750,000	Budgeted for Foundry Street Plaza Repair
$	2,100,000	Budgeted for Scoreboard
$	217,008	Budgeted for Dasherboards
$	400,000	Budgeted for Owner Ops Rigging and Fall Protection
$	700,000	Budgeted for South Club Level Build Out
$	200,000	Budgeted for Concession and Flex Room Build Out
$	375,000	Budgeted for Auxiliary Locker Room Building
$	725,000	Budgeted for Sound and Acoustical Treatments
$	1,500,000	Budgeted for Telescoping Seating
$	10,217,008	Subtotal of Potential JE Dunn Future Change Order

8. As noted in the funding options memo, History #55, the current Project financial commitments are $133,160,282 or $7,488,178 more than the current project available funds of $125.7M; which is the reason M&C approval was requested and given for $5M to be reallocated from SPLOST 2020 Project 26 until the additional project financing was accomplished. Of those commitments approximately $53M has already been paid or invoiced for services through June 2023; which does not include work in July or invoices for the Rock and Contaminated Soil change order. Approximately $14M that is expected to be invoiced for that work through the end of July or approximately $66M to be spent by the end of July.

9. While the Construction Contract Documents do include provisions that allow ACCGov to stop work and terminate a contract at any point, staff does not recommend use of that provision on this project, at this time. The potential liability to ACCGov for the cost to terminate the construction contract would likely be approximately $10-15 million plus any litigation that may come from disputed claims from the Contractor and their subcontractors. The project cannot be stopped instantaneously. Example of ongoing cost would included but not limited

to, soil and erosion control until the site was stabilized, materials (that ACCGov has paid for) are being stored at various locations at cost of approximately $20K per month, project fencing and other temporary leased equipment has to be demobilized or transferred to ACCGov. The current contractor and subcontractor would be relieved of their responsibility of any warranties, once the contract was terminated. Any cost the contractor spends specifically to temporarily shut down the project, work that may not be incorporated into the final project, would increase the overall cost to complete the project at a later date.

10. If the current construction contract was terminated, ultimately a Contractor would have be brought in to finish the project, in order to satisfy the SPLOST Referendum. If another contractor was willing to pickup where the current contractor might stop, it would require the new contractor to re-permit the project, take over warranty for the previously completed and their work, re-acquisition of all subcontractors, material contracts, and other project vendors. Getting another contractor to complete a project of this magnitude and at this stage of the process, is very questionable. However, if there is a contractor willing to do so, it is likely the premium to complete the project at a later date would very likely be $10-$20 million more than the current project budget.

11. On, February 14, 2023, (History #43) ACCGov entered into an Intergovernmental Contract (the "February 2023 Agreement") for, among other purposes, providing for the Railroad Easement Site as described therein to be transferred by the Unified Government to the Authority to provide for an arena inspired economic development project to create additional revenue to support the Classic Center Arena Project.

12. Based upon additional survey work related to the economic development project, the Authority has determined that an additional 0.051 Acre sliver of property, (the "0.051 Acre Sliver") needs to be conveyed by the Unified Government to the Authority to provide for the development of the Railroad Easement Site.

13. The Unified Government and the Authority have heretofore entered into a Lease Agreement that commenced on February 1, 2020, under which the Authority leases from the Unified Government certain Premises as described therein for the purpose of operating the Athens-Clarke County Classic Center hereinafter referred to collectively as the (the "2020 Lease Agreement").

14. The Premises currently being leased by the Unified Government to the Authority under the 2020 Lease Agreement includes the 0.051 Acre Sliver. In connection with transfer of the 0.051 Acre Sliver, ACCGov and CCA desire to amend the 2020 Lease Agreement to provide for removal of the 0.051 Acre Sliver.

15. Based upon additional survey work related to the arena inspired economic development projects, the Authority has also determined that a 0.136 acre sliver of property identified more specifically as Parcel 3 on Exhibit "A" attached hereto and by this reference made a part hereof, (the "0.136 Acre Sliver"), needs to be conveyed by the Unified Government to the Authority to provide for the development of the Railroad Easement Site.

16. Given the need for additional revenue to support the Classic Center Arena Project as outlined in this Agenda report, ACCGov also desires to convey that approximately 0.8 acre Parcel located at corner of E. Broad Street and Hickory Street to the CCA to provide for the creation of an additional arena inspired economic development project so as support the creation additional revenue to support the Classic Center Arena Project.

17. Given the need for additional revenue to support the Classic Center Arena Project, ACCGov has also determined that a special service district should be created in conjunction with the third financing and a special improvement tax should be subsequently levied and collected, in the form of an ad valorem property tax to be used to pay, in whole or in part, the cost of completion of the Classic Center Arena Project (including, without limitation, (a) related financing costs, (b) any "cost of the project", as defined below, (c) any expenditure that would be authorized to be paid out of the project funds established in connection with the issuance of the Series 2021 Bonds and/or the Series 2022 Bonds, and such costs including, without limitation, the payment of debt service, both principal and interest, on the Series 2021 Bonds and/or the Series 2022 Bonds, and (d) the repayment of the third financing.

18. The proposed third financing repayment will be covered by CCA revenue streams as shown below:

	Summary of CCA Revenues	
$	500,000	CCA parking deck revenue pledged
$	1,244,232	80% Pro Forma Net Revenue from Arena
$	297,500	Club and premium lift
$	**2,041,732**	**Funding to payback bond**

19. Below is a brief overview of the original proposed project schedule, actual where completed, and proposed current revisions with no acceleration:
    - GMP Pricing on 75% CDs — November 2021 (Actual January 2022)
    - GMP Approval — December 2021 (Actual January 2022)
    - Start of Construction — January 2022 (Actual February 2022)
    - Construction Substantial Completion — October 2023 (Revised June 2024)
    - Anticipated Start of Booked Events — December 2023 (Revised September 2024)

OPTIONS:

1. Mayor and Commission:
   a. Revise the total Project Budget, with an increase to approximately $151,472,104;

   b. Authorize the Manager and the Attorney to increase the third financing, through loan or revenue bond issuance, from $13,000,000 up to $25,800,000 and an associated Intergovernmental Agreement with the Classic Center Authority;

   c. Authorize the Manager, the Attorney, and outside counsel to provide for the creation of the Classic Center Arena Special Service District in conjunction with the third financing so as to provide for a special improvement tax to be subsequently levied and collected to support the Classic Center Arena Project.

   d. Approve an intergovernmental agreement providing for the conveyance of the 0.501 Acre sliver of property and the 0.136 Acre Sliver of property necessary for the Development of the Railroad Easement Site;

   e. Approve an intergovernmental agreement providing for an amendment the 2020 Lease Agreement between Unified Government of Athens-Clarke County (ACCGov) and the Classic Center Authority (CCA) to provide for removal of the 0.501 Acre Sliver;

   f. Approve an intergovernmental agreement providing for the conveyance of the approximately 0.8 acre Parcel located at the corner of E. Broad Street and Hickory Street from ACCGov to CCA for use in development and land lease to support the Classic Center Arena Project; and,

   g. Authorize the Mayor, Manager, Attorney and appropriate staff to execute all related documents.

2. Mayor and Commission deny the request.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a through g

DEPARTMENT: Office of the Manager – SPLOST Program Management
Prepared by: Keith Sanders, SPLOST Project Administrator for,



7.28.2023

Joseph D'Angelo, SPLOST Interim Capital Projects Director **Date:**

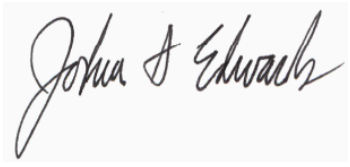


July 17/2023

Paul Cramer, Classic Center President & CEO **Date:**

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a through g



July 28, 2023

Assistant Manager Date:

INTERGOVERNMENTAL CONTRACT
(Additional Property Conveyances to Support the Classic Center Arena Project)

This **INTERGOVERNMENTAL CONTRACT** (this "Agreement"), dated as of August _____, 2023, by and between the CLASSIC CENTER AUTHORITY FOR CLARKE COUNTY (the "Authority"), a public body corporate and politic created and existing under the laws of the State of Georgia, and the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA (the "Unified Government"), a consolidated government and political subdivision of the State of Georgia;

W I T N E S S E T H:

WHEREAS, the Authority has been created and activated pursuant to Ga. Laws 1988, pp. 3795 *et seq.*, as amended (the "Act"); and

WHEREAS, under the Act, the purpose of the authority shall be for the development and promotion in Clarke County and in this state of public projects for the cultural growth, public welfare, education, and recreation of the people of Clarke County and of this state, including:

(a) The acquisition and construction of a building or buildings and related facilities, which shall be and are declared to be public buildings and structures, to be used for amusement, recreation, civil, cultural, commercial, hotel, parking, and educational purposes or a combination thereof, including fairs, expositions, exhibits, conventions, conferences, public meetings or gatherings, concerts, theaters, arenas, museums, and for such other purposes as are designed and intended to promote education, culture, tourism, and the arts; and

(b) The purchase and lease of property, including land and improvements, the lease of land as lessor or lessee, the management of property, including land and improvements and the grant or receipt of easements, rights in land, and franchises which may be entered with any private sector person or entity and may provide for ownership of improvements located on public property by a private sector person or entity, provided that any funds realized by said authority in connection with the aforementioned projects shall be expended for the Authority's purpose as stated in the Act; and

WHEREAS, under the Act, the Authority is empowered, among other things, to construct, reconstruct, acquire, equip, own, alter, repair, maintain, add to, extend, improve, operate, and manage public projects, including the erection of a building or buildings in Clarke County, Georgia, for the cultural growth, public welfare, education, and recreation of the people of Clarke County and of this state including:

(a) The acquisition and construction of a building or buildings and related facilities, which shall be and are declared to be public buildings and structures, to be used for amusement, recreation, civil, cultural, commercial, hotel, parking, and educational purposes or a combination thereof, including fairs, expositions, exhibits, conventions, conferences, public meetings or gathering, concerts, theaters, arenas, museums, and for such other purposes as are designed and intended to promote education, culture, tourism, and the arts; and

(b) The purchase and lease of property, including land and improvements, the lease of land as lessor or lessee, the management of property, including land and improvements and the grant or receipt of easements, rights in land, and franchises which may be entered with any private sector person or entity and may provide for ownership of improvements located on public property by a private sector person or entity, the cost of any such project to be paid in whole or in part from the proceeds of the sale of revenue bonds of the Authority, as provided for in the Act, and provided that any funds realized by the Authority in connection with the aforementioned projects shall be expended for the Authority's purpose as stated in Section 1 of the Act; and

WHEREAS, the Unified Government has general powers with respect to recreation, education and exhibitions, pursuant to, among other things, its charter and the Constitution and laws of the State of Georgia, including without limitation the Revenue Bond Law, O.C.G.A. Section 36-82-60 *et seq.*; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other municipal corporation of the State of Georgia to enter into an agreement, for a period not exceeding 50 years, with another county, municipality or municipal corporation or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such Intergovernmental Contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, on November 5, 2019, the Unified Government's SPLOST 2020 Program was voted on and approved in a referendum by the voters of Athens-Clarke County and included a budgeted amount of $34,000,000 for Project No. 03, the Athens Classic Center Arena Project (the "Classic Center Arena Project"); and

WHEREAS, to support the Classic Center Arena Project, the Authority completed the development of Program Plans to generally describe the project scope and to estimate construction and other project costs; and

WHEREAS, the Program Plans were the basis for the Initial Project Statement for the Classic Center Arena described as follows: **Project 03, Classic Center Arena,** will provide funding for the design and construction of a new public assembly facility/arena space and related areas to accommodate a permanent seating capacity of approximately 5,500. Depending upon costs and funding availability, the expansion may include, but not be limited to, amenities such as an arena with the necessary industry standard service needs including, but not limited to, utility connections, rigging structure, sound/lighting systems, an ice floor, retractable seating for an expanded floor, acoustical treatments, individual suites, premium seating locations, catering facilities, locker rooms, necessary FF&E equipment, security equipment, child care, and office space sufficient to support such an expansion. The project is further anticipated to foster and support related economic development near The Classic Center Arena that may include, but not be limited to, a hotel, a senior living residential development, associated parking development, and other associated support areas to adequately support the functions of The Classic Center facility. Depending upon costs and funding availability, the project may further serve as a

mechanism to facilitate enhanced employee and/or community well-being initiatives. Examples of employee and community well-being initiatives could be elder care, child care, and other similar activities. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities; and

WHEREAS, as indicated in the Initial Project Statement, the need for a parking structure to support the Classic Center Arena Project and related economic development has been part of the project since the original submission and has been discussed in multiple Mayor and Commission work sessions; and

WHEREAS, the Unified Government and the Authority had previously entered into a Lease Agreement that commenced on January 1, 2002, and an amendment to said Lease Agreement dated August 16, 2002, under which the Authority leased from the Unified Government certain premises for the purpose of operating the Athens-Clarke County Classic Center hereinafter referred to collectively as the "2002 Lease Agreement"; and

WHEREAS, on February 19, 2020, the Unified Government and the Authority entered into an Intergovernmental Contract (the "February 2020 Agreement") for the following purposes:

(a) To provide for the Hotel Site as described in Exhibit "B" to the February 2020 Agreement to be transferred by the Unified Government to the Authority for a Hotel Development for the purpose of creating additional revenue to support the Classic Center Arena Project; and

(b) To provide for the Senior Housing Site as described in Exhibit "C" to the February 2020 Agreement to be transferred by the Unified Government to the Authority for a Senior Housing Development to create additional revenue to support the Classic Center Arena Project; and

(c) To amend the 2002 Lease Agreement by execution of a new Ground Lease Agreement between the Unified Government and the Authority for the purpose of (a) deleting the Hotel Site and Senior Housing Site from the description of the Premises as defined therein (b) adding the Classic Center Arena Site to the description of the Premises as defined therein, and (c) extending the term of the ground lease for an additional fifty (50) years; and

WHEREAS, on August 3, 2021, the Unified Government and the Authority entered into an Amendment to the February 2020 Agreement (the "August 2021 Amendment") for the following purposes:

(a) To provide the Authority the discretion to develop the Hotel Site for a purpose other than as a Hotel Development; and

(b) To provide for the conveyance of the Hickory/Willow Street Site as described therein to the Authority to create additional revenue to support the Classic Center Arena Project; and

WHEREAS, on September 15, 2022, and October 11, 2022, during Work Sessions with the Mayor and Commission, Paul Cramer, Executive Director of the Authority, provided proposals related to the conveyance of properties owned by the Unified Government to the Authority to facilitate the construction of various arena inspired economic development projects for the purpose of creating additional revenues to fund the construction of the Hickory Street Parking Deck in conjunction with the Classic Center Arena Project; and

WHEREAS, during said Work Sessions, Director Cramer advised the Mayor and Commission that the Authority's proposal included the Authority's commitment to provide an employee well-being initiative in the form of a $15.85/hour wage floor for Authority employees; and

WHEREAS, on February 14, 2023, the Unified Government and the Authority entered into an Intergovernmental Contract (the "February 2023 Agreement") for the following purposes:

(a) To provide for the Hickory Street Parking Deck Site as described in Exhibit "B" to the February 2023 Agreement to be conveyed by the Unified Government to the Authority for the development of the Hickory Street Parking Deck;

(b) To provide for the Railroad Easement Site as described in Exhibit "C" to the February 2023 Agreement to be conveyed by the Unified Government to the Authority for the purpose of creating additional revenue to support the Classic Center Arena Project;

(c) To provide for the 2.83 Acre Site as described in Exhibit "C" to the February 2023 Agreement to be conveyed by the Unified Government to the Authority for the purpose of creating additional revenue to support the Classic Center Arena Project;

(d) To provide for the 0.928 Acre site Acre Site as described in Exhibit "C" to the February 2023 Agreement to be conveyed by the Unified Government to the Authority for the purpose of creating additional revenue to support the Classic Center Arena Project; and

(e) To provide for the Hickory Street Site as described in Exhibit "C" to the February 2023 Agreement to be conveyed by the Unified Government to the Authority for the purpose of creating additional revenue to support the Classic Center Arena Project; and

WHEREAS, the February 2023 Agreement included provisions authorizing the use of the Development Net Revenues, as defined in the February 2023 Agreement, to provide the EWBI; and

WHEREAS, based upon additional survey work related to the economic development projects, the Authority has determined that an additional 0.501 Acre sliver of property identified more specifically as Parcel 2 on Exhibit "**A**" attached hereto and by this reference made a part

hereof, (the "0.501 Acre Sliver"), needs to be conveyed by the Unified Government to the Authority to provide for the development of the Railroad Easement Site and the Hickory Street Site; and

WHEREAS, the Premises currently being leased by the Unified Government to the Authority under the 2020 Lease Agreement includes the 0.501 Acre Sliver; and

WHEREAS, in connection with transfer of the 0.501 Acre Sliver, the Unified Government and the Authority desire to amend the 2020 Lease Agreement to provide for removal of the 0.501 Acre Sliver; and

WHEREAS, based upon additional survey work related to the arena inspired economic development projects, the Authority has also determined that a 0.136 acre sliver of property identified more specifically as Parcel 3 on Exhibit "**A**" attached hereto and by this reference made a part hereof, (the "0.136 Acre Sliver"), needs to be conveyed by the Unified Government to the Authority to provide for the development of the Railroad Easement Site and the Hickory Street Site; and

WHEREAS, for the purpose of creating additional revenue to support the Classic Center Arena Project and/or the Hickory Street Parking Deck, the Unified Government will authorize hereunder the conveyance to the Authority of the following property interests:

(a) 0.804 acres located at the corner of Hickory Street and East Broad Street identified as Tract 2 on Exhibit "**B**" attached hereto (the "Hickory/East Broad Street Site"); and

WHEREAS, as part of this Agreement, the Authority and the Unified Government desire to provide for and ensure the Authority's commitment to provide an employee well-being initiative in the form of a $15.85/hour wage floor for Authority employees; and

WHEREAS, the Authority and the Unified Government are authorized under the Constitution and laws of the State of Georgia to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereby agree as follows:

1. Conveyance of 0.501 Acre Sliver and 0.136 Acre Sliver. To provide for the development of the Railroad Easement Site and the Hickory Street Site that was previously agreed to be conveyed as part of the February 2023 Agreement, the Unified Government agrees to quitclaim the following property interests, as is and where is, to the Authority following the execution of this Agreement: 0.501 Acre Sliver and the 0.136 Acre Sliver (collectively referred to as the "Sliver Sites"), subject to the same terms and conditions as applicable to the Railroad Easement Site and the Hickory Street Site under the February 2023 Agreement. The Unified Government's conveyance of the Sliver Sites shall be subject to an examination of the title by the Authority indicating to the satisfaction of the Attorney for the Unified Government that conveyance is not in any way restricted.

2. Lease Amendment. The Unified Government and the Authority do hereby agree to and authorize an amendment to the 2020 Lease Agreement by their authorized officials following the execution of this Amended Agreement for the purpose of deleting the 0.501 Acre Sliver from the description of the Premises as defined therein.

3. Conveyance of the Hickory/East Broad Street Site.

(a) For the purpose of creating additional revenues to support the Classic Center Arena Project and/or the Hickory Street Parking Deck, the Unified Government agrees to quit claim the Hickory/East Broad Street Site, as is, to the Authority following the execution of this Agreement. The Unified Government's conveyance of the Hickory/East Broad Street Site shall be subject to an examination of the title by the Authority indicating to the satisfaction of the Attorney for the Unified Government that conveyance is not in any way restricted.

(b) The net revenues derived by the Authority from the Hickory/East Broad Street Site (the "Development Net Revenues") shall be dedicated to the retirement of debt incurred by or on behalf of the Authority to finance the public development costs related to the Classic Center Arena Project, which may include, but not be limited to, the development Hickory Street Parking Deck and/or the Classic Center Arena Project. In addition, the Development Net Revenues may also be used to provide an employee well-being initiative in the form of a $15.85/hour wage floor for Authority employees (the "EWBI").

Subject to and in accordance with the February 2020 Agreement, the August 2021 Amendment, and the February 2023 Agreement, the Development Net Revenues may only be used to pay off said initial costs and/or the EWBI and for no other purposes, unless expressly authorized by the Mayor and Commission of the Unified Government. Once all indebtedness related to the initial costs of financing the Classic Center Arena Project, including the Hickory Street Parking Deck, is fully paid, the Authority shall be required to appropriate proceeds from the Development Sites within its budget for the purpose of maintaining and replacing the improvements to the Classic Center, the Classic Center Arena, the Hickory Street Parking Deck, its related facilities, and/or the EWBI. Said appropriation, hereinafter referred to as "Life Cycle funds," shall be reflected in the Authority's budget when submitted to the Unified Government for review and approval. Expenditure of the Life Cycle funds appropriated for Life Cycle activities shall be subject to the Authority's budget as approved by the Unified Government, unless otherwise subsequently authorized by the Unified Government.

(d) Notwithstanding anything herein to the contrary, any agreement related to the sale of the Hickory/East Broad Street Site shall be subject to the approval of the Unified Government. If following the conveyance by the Unified Government of the Hickory/East Broad Street Site, the contemplated ground lease for the Hickory/East Broad Street Site is not executed and delivered for any reason whatsoever, then, on demand by the Unified Government, the Authority shall within thirty (30) days reconvey such sites to the Unified Government or its lawful designee.

(e) The Authority shall have the discretion to coordinate with the Master Developer(s) selected by the Authority in seeking to determine the best use of the Hickory/East Broad Street Site for the purpose of providing for the development of the arena inspired

economic development projects, subject to the affordable housing component in accordance with the presentation to the District Development Committee.

4. Employee Well-Being Initiative. The Authority agrees that it will provide an employee well-being initiative in the form of a $15.85/hour wage floor for all Authority employees and all employees of the Convention and Visitors Bureau (the "EWBI") beginning no later than the first day when the Classic Center Arena opens.

5. Review and Audit. The Unified Government reserves the right to review and audit the expenditures of the Development Net Revenues and the progress and status of the Hickory Street Parking Deck and the Development Sites, and the Authority will fully cooperate with any such review or audit and will provide all requested records pertaining thereto.

6. Effective Date and Term. This Agreement shall become effective upon its date and shall be in full force and effect until the Classic Center Arena Project is completed, up to a term not to exceed fifty (50) years.

7. Notices. All notices, certificates and other communications provided for hereunder shall be in writing and sent (a) by certified mail with return receipt requested (postage prepaid), or (b) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Authority:	Classic Center Authority for Clarke County 300 N. Thomas Street Athens, Georgia 30606 Attention: Executive Director
If to the Unified Government:	Unified Government of Athens-Clarke County, Georgia P. O. Box 1868 Athens, Georgia 30603 Attn: Manager

Notices will be deemed given only when actually received.

8. Construction, Entire Agreement and Binding Effect. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the Unified Government and shall not be assigned.

9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10. Amendments, Changes and Modifications. This Agreement may not be modified or changed except in a written amendment authorized and executed by each party.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Georgia shall govern.

13. Limited Recourse. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Authority or the Unified Government contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer or employee, as such, in his individual capacity, past, present or future, of the Authority, the Unified Government or any successor body, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Unified Government and the Authority payable only from the funds and assets of the Unified Government and the Authority herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer or employee, as such, past, present or future, of the Unified Government or the Authority, or of any successor corporation, either directly or through the Unified Government, the Authority, or any successor corporation, under or by reason of any of the obligations, covenants, promises or agreements entered into between the Authority and the Unified Government whether contained in this Agreement or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a governing body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a governing body, officers and employees of the Authority and the Unified Government under the provisions contained in this paragraph 12 shall survive the termination of this Agreement.

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority has executed this Agreement by causing its name to be hereunto subscribed by its authorized officer indicated below and attested to by its Secretary; and the Unified Government has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and attested to by its Clerk; all being done as of the day and year first above written.

Signed in the presence of:

CLASSIC CENTER AUTHORITY FOR CLARKE COUNTY

_____
Unofficial Witness

By: _____
Title:

_____
Notary Public
My commission expires:
(NOTARIAL SEAL)

Attest:

_____
Secretary

Signed in the presence of:

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

_____
Unofficial Witness

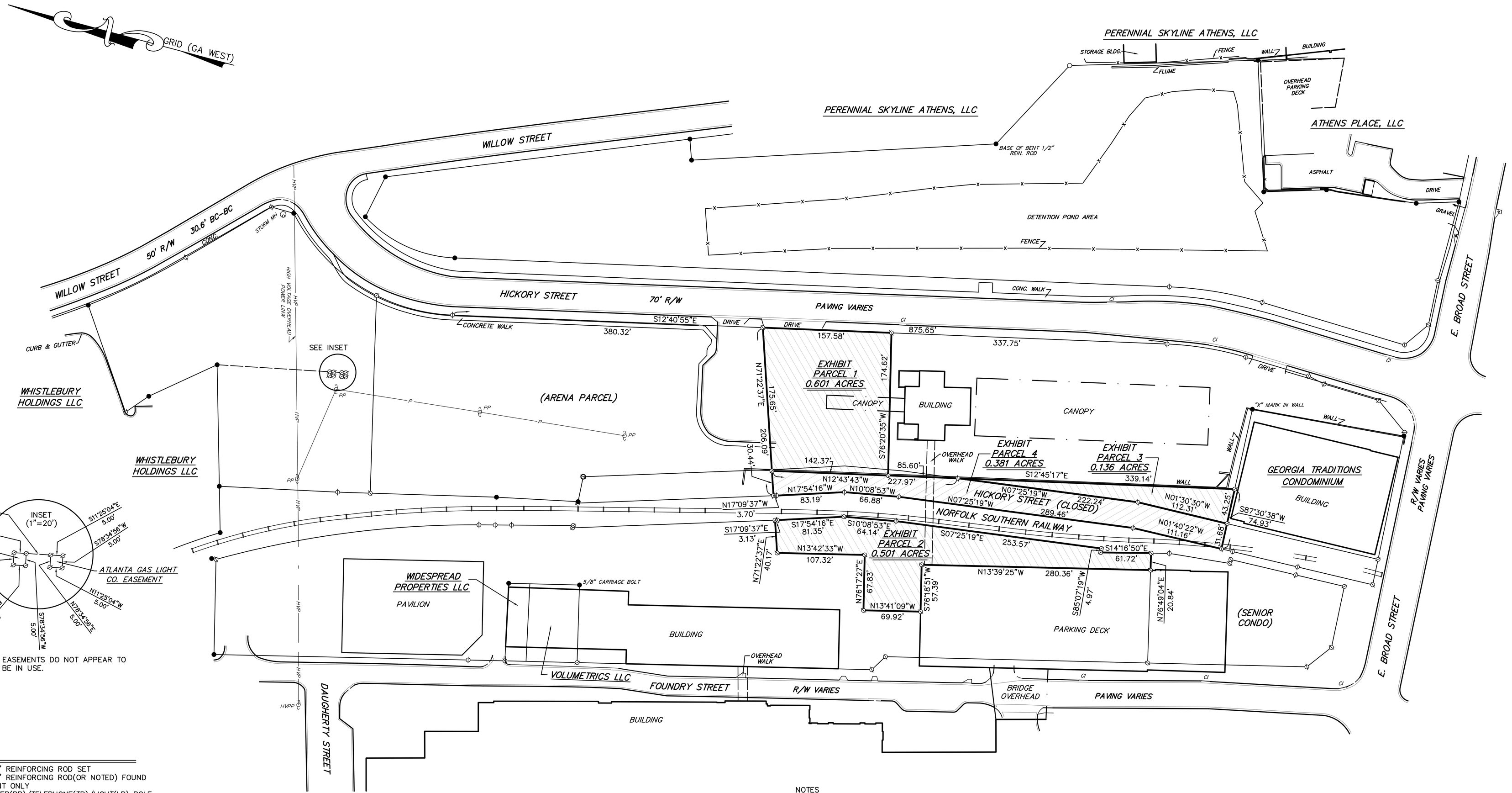
By: _____
Mayor

_____
Notary Public
My commission expires:
(NOTARIAL SEAL)

Attest:

_____
Clerk

EXHIBIT "A"



NOTE: EASEMENTS DO NOT APPEAR TO BE IN USE.

LEGEND

- ○ – 1/2" REINFORCING ROD SET
- ● – 1/2" REINFORCING ROD(OR NOTED) FOUND
- ⌀ – POINT ONLY
- PP – POWER(PP)/TELEPHONE(TP)/LIGHT(LP) POLE
- HVPP – HIGH VOLTAGE POWER POLE
- CI – CURB INLET

NOTES

(1)THIS PLAT WAS DRAWN FROM REF. 10 BELOW WITH NO ADDITIONAL FIELDWORK ON THIS DATE.
(2)MINIMUM PLAT CLOSURE: 1/71,375
(3)SOME IMPROVEMENTS ON PROPERTY ARE APPROXIMATE AND/OR NOT SHOWN.

REFERENCES

(1)McLEROY SURVEY FOR MM ONE PRESS PLACE BUILDING, LLC ET AL DATED DECEMBER 8, 2011.
(2)SURVEY BY MORELAND ALTOBELLI ASSOCIATES, INC. FOR ATHENS MULTI-MODAL, DATED MAY 4, 2006.
(3)McLEROY SURVEY FOR CITY OF ATHENS, DATED SEPTEMBER 25, 1985.
(4)McLEROY SURVEY FOR CLARKE COUNTY CIVIC CENTER, DATED OCTOBER 16, 2009.
(5)McLEROY SURVEY FOR ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT DATED JULY 11, 2014.
(6)McLEROY SURVEY FOR UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, DATED MAY 16, 2003.
(7)PLAT BOOK H, PAGE 95E.
(8)DEED BOOK 4010, PAGES 409-412.
(9)McLEROY SURVEY FOR S2S GEORGIA ECLIPSE ASSOCIATES, LLC ET AL DATED MARCH 6, 2014.
(10)OUR SURVEY FOR CLASSIC CENTER ARENA, DATED JUNE 10, 2019.

NOT FOR RECORDING

0 60 120
SCALE IN FEET

EXHIBIT PLAT FOR:

CLASSIC CENTER AUTHORITY

ATHENS

COUNTY:	CLARKE	G.M.D.:	216	STATE:	GEORGIA
DATE:	MAY 4, 2021	SCALE:	1"=60'	DWN. BY:	STEPHEN
FIELDBOOK:	655	SURVEYED BY: TRADITIONS SURVEYING LLC 706-548-5673 140 MILL CENTER BLVD. ATHENS, GA 30606 LAND SURVEYOR FIRM LICENSE NO: LSF001277		FILE NO.:	38802-

Plat Doc: PLAT
Recorded 03/09/2023 10:31AM

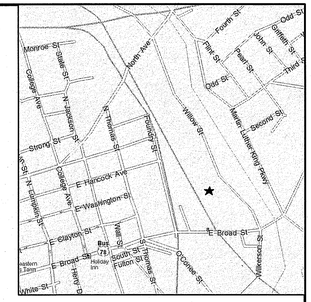
Beverly Logan, Clerk Superior Court
Athens-Clarke County, Ga.
Bk 0000J Pg 0538
Penalty: $0.00
Interest: $0.00
Participants: 8732451943

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

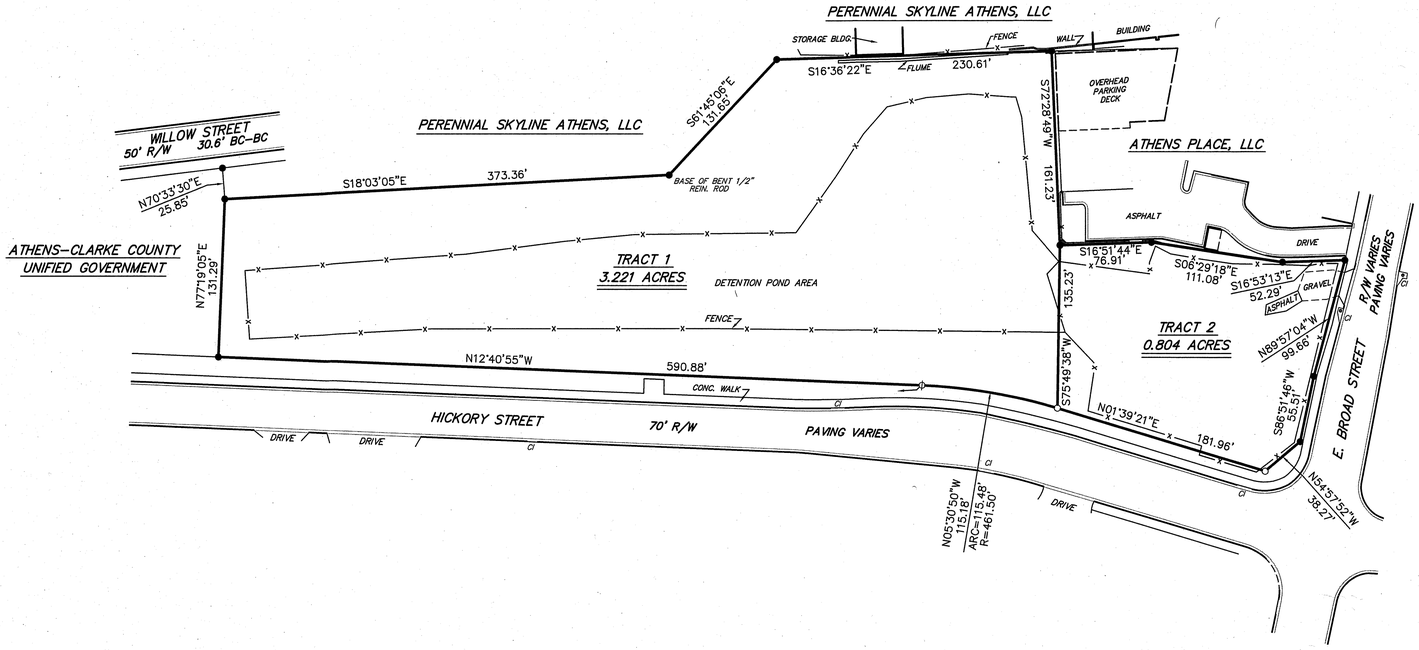
EXHIBIT "B"

GRID (GA WEST)

LEGEND
- ○ – 1/2" REINFORCING ROD SET
- ● – 1/2" REINFORCING ROD(OR NOTED) FOUND
- Ø – POINT ONLY
- pp – POWER(PP)/TELEPHONE(TP)/LIGHT(LP) POLE
- HVPP – HIGH VOLTAGE POWER POLE
- CI – CURB INLET



VICINITY MAP



0 60 120
SCALE IN FEET

LEGAL DESCRIPTION

TRACT 1

All that tract or parcel of land lying in and being part of the 216th GMD, Athens-Clarke County, Georgia, containing 3.221 acres and being shown as Tract 1 on a survey by Traditions Surveying LLC for the Classic Center dated January 17, 2023, and being more particularly described as follows:

Commence at a 1/2 inch reinforcing rod situated at the westerly most point of the mitered intersection formed by the northerly right of way line of E. Broad Street (R/W Varies) and the easterly right of way line of Hickory Street (70' R/W) and run thence North 01 degree 39 minutes 21 seconds East 181.96 feet along the easterly right of way line of Hickory Street to a 1/2 inch reinforcing rod being the TRUE POINT OF BEGINNING of Tract 1; run thence the following courses and distances along the easterly right of way line of Hickory Street: (i) 115.48 feet along and around a curve with a counter-clockwise rotation and a radius of 461.50 feet, the chord measurement thereof being North 05 degrees 30 minutes 50 seconds West 115.18 feet to a point, (ii) North 12 degrees 40 minutes 55 seconds West 590.88 feet to a 1/2 inch reinforcing rod; run thence North 77 degrees 19 minutes 05 seconds East 131.29 feet along the property line of Athens-Clarke County Unified Government to a 1/2 inch reinforcing rod; run thence the following courses and distances along the property lines of Perennial Skyline Athens, LLC: (i) South 18 degrees 03 minutes 05 seconds East 373.36 feet to the base of a bent 1/2 inch reinforcing rod, (ii) South 61 degrees 45 minutes 06 seconds East 131.65 feet to a 1/2 inch reinforcing rod, (iii) South 16 degrees 36 minutes 22 seconds East 230.61 feet to a 1/2 inch reinforcing rod; run thence South 72 degrees 28 minutes 49 seconds West 161.23 feet along the property of Athens Place, LLC to a 1/2 inch reinforcing rod; run thence South 75 degrees 49 minutes 38 seconds West 135.23 feet along Tract 2 to a 1/2 inch reinforcing rod situated on the easterly right of way line of Hickory Street and being the TRUE POINT OF BEGINNING of Tract 1.

TRACT 2

All that tract or parcel of land lying in and being part of the 216th GMD, Athens-Clarke County, Georgia, containing 0.804 acres and being shown as Tract 2 on a survey by Traditions Surveying LLC for the Classic Center dated January 17, 2023, and being more particularly described as follows:

Commence at a 1/2 inch reinforcing rod situated at the westerly most point of the mitered intersection formed by the northerly right of way line of E. Broad Street (R/W Varies) and the easterly right of way line of Hickory Street (70' R/W) and being the TRUE POINT OF BEGINNING of Tract 2; run thence North 01 degree 39 minutes 21 seconds East 181.96 feet along the easterly right of way line of Hickory Street to a 1/2 inch reinforcing rod; run thence North 75 degrees 49 minutes 38 seconds East 135.23 feet along Tract 1 to a 1/2 inch reinforcing rod; run thence the following courses and distances along the property lines of Athens Place LLC: (i) South 16 degrees 51 minutes 44 seconds East 76.91 feet to a 1/2 inch reinforcing rod, (ii) South 06 degrees 29 minutes 18 seconds East 111.08 feet to a 1/2 inch reinforcing rod, (iii) South 16 degrees 53 minutes 13 seconds East 52.29 feet to a 1/2 inch reinforcing rod situated on the northerly right of way line of E. Broad Street; run thence the following courses and distances along the northerly right of way line of E. Broad Street: (i) North 89 degrees 57 minutes 04 seconds West 99.66 feet to a 1/2 inch reinforcing rod, (ii) South 86 degrees 51 minutes 46 seconds West 55.51 feet to a 1/2 inch reinforcing rod being the easterly most point of the mitered intersection formed by the northerly right of way line of E. Broad Street and the easterly right of way line of Hickory Street; run thence North 54 degrees 57 minutes 52 seconds West 38.27 feet along the mitered intersection to a 1/2 inch reinforcing rod being the TRUE POINT OF BEGINNING.

All directions recited herein are referenced to Grid North (GA WEST ZONE).

STORMWATER NOTES

(1)NO LAND DEVELOPMENT ACTIVITIES ARE PROPOSED AS A PART OF THIS PLAT; THEREFORE STORMWATER MANAGEMENT IS NOT APPLICABLE IN ACCORDANCE WITH ACC CODE SECTION 5-4-3(a).
(2)ANY FUTURE LAND DEVELOPMENT ACTIVITIES ON THIS PROPERTY WILL REQUIRE A STORMWATER MANAGEMENT PLAN.

NOTES

(1)OWNER: ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT
301 COLLEGE AVENUE, ATHENS, GA 30601.
(2)USE: GOVERNMENT
(3)WATER SUPPLY: ATHENS-CLARKE COUNTY WATER IS AVAILABLE.
(4)SANITARY SEWER DISPOSAL: TRACT 1 – ATHENS-CLARKE COUNTY SANITARY SEWER IS NOT DIRECTLY AVAILABLE. TRACT 2 – ATHENS-CLARKE COUNTY SANITARY SEWER IS AVAILABLE.
(5)TO THE KNOWLEDGE OF THIS FIRM, NO EXISTING OR ABANDONED LANDFILLS ARE LOCATED ON THIS PROPERTY.
(6)THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA ACCORDING TO FIRM PANEL NO. 13059C 0026D, DATED APRIL 2, 2007.
(7)ZONING: GOVERNMENT
SETBACKS: NONE.
MAXIMUM BUILDING HEIGHT: NONE.
MAXIMUM LOT COVERAGE: NONE.
(8)SUBDIVISION OF THIS PROPERTY AS SHOWN HEREON WILL MEET ALL ATHENS-CLARKE COUNTY ZONING REQUIREMENTS AS TO LOT SIZE, SETBACKS, AND MINIMUM FRONTAGE.
(9)THERE IS NO LANDSCAPING OR TREE PLANTING PLAN PROPOSED.
(10)MINIMUM BUILDING SETBACK LINES SHOWN ARE THOSE REQUIRED BY ZONING AND MAY NOT BE IN CONFORMITY WITH THOSE REQUIRED BY SUBDIVISION COVENANTS, WHICH MAY BE GREATER.
(11)NO PUBLIC OR PRIVATE THROUGHFARES OR WALKS ARE LOCATED ON THIS PROPERTY.
(12)EXCEPT AS SHOWN, THERE ARE NO ENVIRONMENTAL AREAS LOCATED ON THIS PROPERTY.
(13)THERE ARE DESIGNATED OFF-STREET PARKING AREAS LOCATED ON THIS PROPERTY.
(14)THERE IS NO PHYSICAL EVIDENCE OF EASEMENTS FOR WATER LINES, FIRE HYDRANTS, SEWER OR STORM SEWER LINES, OR TRAILS EXCEPT AS SHOWN. THERE IS ALSO NO EVIDENCE OF UNDERGROUND ELECTRIC, GAS, TELEPHONE OR CABLE LINES EXCEPT AS SHOWN.
(15)EXCEPT AS SHOWN, THERE ARE NO ACC TREES LOCATED IN THE ADJACENT RIGHT OF WAY. ACC TREES CANNOT BE DISTURBED OR REMOVED WITHOUT THE APPROVAL OF THE ATHENS-CLARKE COUNTY LANDSCAPE MANAGEMENT DIVISION.
(16)TAX PARCEL NO. 171B2 A008A IS BEING DIVIDED INTO TWO TRACTS AS SHOWN HEREON.
(17)PROPERTY ADDRESS: 801 E. BROAD STREET
(18)COORDINATES ARE TIED TO STATE PLANE COORDINATES GA WEST ZONE.
(19)THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT RECORDED AT DEED BOOK 5337 PAGES 98-109.

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. 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.

DAVID CAMP
GA PLS #3038

GEORGIA REGISTERED 3038 LAND SURVEYOR DAVID M. CAMP

I hereby certify that all required improvements necessary to provide all streets and other required public improvements in accordance with plans submitted to Athens-Clarke County by the subdivider's professional representatives have been satisfactorily completed or have been adequately guaranteed in an amount sufficient to secure satisfactory installation. All drainage and access easements shown are the maintenance responsibility of the property owner per ACC policy.

Public Works Director — Date 3/6/23

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

Public Utilities Director — Date 3/3/2023

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

DATED THIS 8th DAY OF March, 2023.

Director, Department of Planning

STATEMENT OF THE OWNER

(1) There are no owner-imposed or deed restrictions unless otherwise noted.
(2) There are no new underground utilities proposed at this time unless otherwise noted.

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

Kelly Girtz, Mayor
OWNER — OWNER

NOTES

(1)THIS PLAT WAS DRAWN FROM REFERENCES SHOWN WITH NO ADDITIONAL FIELDWORK ON THIS DATE.
(2)MINIMUM PLAT CLOSURE: 1/99,283.

REFERENCES

(1)McLEROY SURVEY FOR MM ONE PRESS PLACE BUILDING, LLC ET AL DATED DECEMBER 8, 2011.
(2)SURVEY BY MORELAND ALTOBELLI ASSOCIATES, INC. FOR ATHENS MULTI-MODAL, DATED MAY 4, 2006.
(3)McLEROY SURVEY FOR CITY OF ATHENS, DATED SEPTEMBER 25, 1985.
(4)McLEROY SURVEY FOR CLARKE COUNTY CIVIC CENTER, DATED OCTOBER 16, 2009.
(5)McLEROY SURVEY FOR ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT DATED JULY 11, 2014.
(6)McLEROY SURVEY FOR UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, DATED MAY 16, 2003.
(7)PLAT BOOK H, PAGE 95E.
(8)DEED BOOK 4010, PAGES 409-412.
(9)McLEROY SURVEY FOR S2S GEORGIA ECLIPSE ASSOCIATES, LLC ET AL DATED MARCH 6, 2014.
(10)OUR SURVEY FOR CLASSIC CENTER AUTHORITY, DATED JUNE 10, 2019.
(11)OUR SURVEY FOR CLASSIC CENTER, DATED JULY 14, 2022..

SURVEY FOR:
CLASSIC CENTER
ATHENS

COUNTY: CLARKE	G.M.D.: 216	STATE: GEORGIA	
DATE: JAN. 17, 2023	SCALE: 1"=60'	DWN. BY: STEPHEN	
FIELDBOOK: 655	SURVEYED BY: TRADITIONS SURVEYING LLC 706-548-5672 140 MILL CENTER BLVD. ATHENS, GA 30606 LAND SURVEYOR FIRM LICENSE NO: LSF001277		FILE NO.: 38673-J&N

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Intergovernmental Agreement (IGA) between the Unified Government of Athens-Clarke County and the Clarke County School District for Youth Development and Violence Prevention

DATE: July 23, 2023

BUDGET INFORMATION:

REVENUES:	$3,625,000	Unallocated funds in ARPA Youth Development & Violence Prevention funding
EXPENSES:		
ANNUAL:		
CAPITAL:		
OTHER:	$ 75,000	50% cost of facilitator to create process to identify strategies that will improve outcomes for ACC youth (not to exceed amount)
	$ 155,816	50% total expenses for CCSD Youth Development Initiative (**Attachment #2**)
	$ 230,816	Total
	$3,394,184	Remaining in the ARPA Youth Development & Violence Prevention funding

FUNDING SOURCE: ARPA SLFRF Youth Development & Violence Prevention funding

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:
Request that the Mayor and Commission (M&C):

a. Approve an Intergovernmental Agreement **(Attachment #1)** between the Unified Government of Athens-Clarke County (ACCGov) and the Clarke County School District (CCSD) which creates a process to help identify strategies that will improve outcomes for the youth of Athens-Clarke County and approve an amount not to exceed $75,000 to cover the 50% of the cost of a facilitator.

b. Approve an allocation of funds to CCSD for 50% of the costs to support their request in the form of the "*Proposal for Funding Support for the Clarke County School District Youth Development Initiative*" dated May 5, 2023. (**Attachment #2**).

HISTORY:

1. On March 11, 2020, WHO declared COVID-19 a global pandemic.

2. On March 13, 2020, President Donald Trump declared a National Emergency in the United States in response to COVID-19.

3. On March 14, 2020, Governor Brian Kemp declared a Public Health Emergency in the State of Georgia.

4. 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.

5. In mid-March 2021, ACCGov was granted $57.6 million of ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) funding to allocate across defined categories by virtue of being both a city and a county.

6. On June 21, 2021, the Department of Treasury released the Interim Final Guidance for ARPA CSLFRF.

7. On June 22, 2021, ACCGov received the first tranche of ARPA funding in the amount of $28,794,422.

8. On September 17, 2021, Manager Williams emailed to the M&C a draft pro forma regarding the potential use of ARPA funds based on M&C feedback.

9. On October 22, 2021, the M&C discussed youth development approaches and outcomes desired that could be funded by APRA during their retreat.

10. At the November 3, 2021 and the December 2, 2023 retreats, the M&C reviewed potential funding budgets for ARPA.

11. On January 6, 2022, the Department of the Treasury released the Final Guidance for ARPA SLRF.

12. On March 1, 2022, the M&C approved the ARPA funding process and timeline, as well as authorized the allocation of ARPA funds for specific uses and designated program areas. This approval included an amendment to allocate, from the $7 million Youth Development and Violence Prevention program area, $500,000 to summer 2022 community non-profit programming for youth and directed the Manager to return to the Commission with a model to support already-established programs for summer 2022 with said funding as soon as possible. The M&C also voted to name the Clarke County School District as a desired partner in advising on priorities in allocating the ARPA funds dedicated to Youth

Development and Violence Prevention.

13. On May 3, 2022, the M&C awarded $500,000 to six non-profit organizations serving Athens youth in the summer of 2022. The funded non-profit groups included: Boys & Girls Clubs of Athens, Camp Timothy (Timothy Baptist Church), Chess and Community, College Factory, East Athens Development Corporation, and First AME Church.

14. On November 1, 2022, the M&C authorized a second $500,000 allocation of ARPA funds for Youth Development and Violence Prevention programming for summer of 2023.

15. On January 3, 2023, under a Commission-Defined Option, the M&C directed the Manager to develop a plan to be considered by the M&C during the FY24 budget discussions that, within the first month of FY24, reopens closed Athens Housing Authority community centers, expand the hours of ACCGov Leisure Services facilities, and expands access to programs in those facilities for youth from low-income households.

16. On January 9, 2023, the Request for Proposals (RFP) to expand the accessibility of youth development and violence prevention programming that serves Athens-Clarke County youth, under 18 years of age, during the summer of 2023 (May 2023 – August 2023) was released and remained open until February 10, 2023.

17. On February 20, 2023, ACCGov staff from the Manager's Office, Leisure Services, Housing & Community Development and the SPLOST Office toured the community centers at the Athens Housing Authority's Broad Acres and Parkview neighborhoods. The goal of the tour was to gain a better understanding of the condition of the facilities and begin exploring programming options in response to the January 3, 2023 CDO (History 15).

18. Between February 13 and February 23, 2023, the RFP Review Team evaluated eight proposals and scored each against a pre-determined set of criteria. Two additional proposals, including one from the Boys & Girls Clubs of Athens, were not reviewed because they were submitted after the RFP deadline.

19. On March 17, 2023, Manager Williams submitted the response to the M&C's January 9 request for a plan to reopen two Athens Housing Authority centers (History #15). This document was informed by conversations between and among key ACCGov departments, the Athens Housing Authority, the Clarke County School District, Boys & Girls Clubs of Athens, and others.

20. On April 4, 2023, M&C awarded a total of $336,164 to six agencies offering youth development and violence prevention programming during summer 2023. The subrecipients included: Athens Land Trust, Timothy Baptist Church (Camp Timothy), College Factory, Destined, Inc., Divas Who Win, and the East Athens Development Corporation.

21. Between April 10, 2023 and May 5, 2023, three different entities submitted a total of four

unsolicited proposals seeking funding from the ARPA Youth Development & Violence Prevention monies. These included:

- Athens Sports Arena – on April 10, 2023, submitted a proposal addressed to Commissioner Houle for: (1) $400,000 in annual subsidy for staffing, overhead and supplies for its youth after-school and summer programs, as well as the cost to cover "open gym" hours for adults at its current sports facility at 280 Commerce Blvd; and (2) an additional $4,307,500 million to construct an additional 2 basketball/volleyball courts, multi-purpose/learning centers, and an outdoor field on its adjacent property at 270 Commerce Blvd.
- Athens Sports Arena – on May 1, 2023, submitted an amended request addressed to Commissioner Houle for $74,376 from the ARPA Youth Development & Violence Prevention funding to fun an 8–10-week volleyball and basketball camp programs for youth during summer 2023.
- Clarke County School District – on May 5, 2023, CCSD submitted a request for $311,632 to offer sports programming for students in 3rd-6th grade through its for its Youth Development Initiative during the 2023-2024 school year.
- United Community Outreach – on May 5, 2023, submitted an interest letter to M&C and Manager Williams surrounding its Mentoring Young Men program that is focused on preventing gun and gang violence among youth.

22. At the May 4, 2023 retreat, M&C reviewed the status of the ARPA Youth Development & Violence Prevention funding.

23. During a May 9, 2023 budget work session, M&C indicated a desire to allocate funding from the ARPA Youth Development & Violence Prevention funding to the Boys & Girls Clubs of Athens for programming at some Athens Housing Authority community centers, consistent with the directive to open two community centers for programming in conjunction with the Athens Housing Authority from the January 2023 Commission Defined Option. Mayor Girtz directed the manager to bring forth an agenda item for such purposes.

24. On May 11, 2023, the Boys & Girls Clubs of Athens submitted an unsolicited proposal to serve as facilitators of youth development and violence prevention, and workforce development programming for Athens-Clarke County youth. Staff from the ACCGov Manager's Office, Housing & Community Development and the interdepartmental ARPA team reviewed the submitted proposal.

25. During the June 6, 2023 regular session, M&C awarded a grant of $2.875M of the ARPA Youth Development and Violence Prevention designated funds to the Boys & Girls Clubs of Athens for purposes of expanding their programming in two Athens Housing Authority community centers and serving as an umbrella entity for smaller youth-serving organizations. M&C also directed the Manager and staff to develop an agreement and scope of services for this purpose.

26. On June 20, 2023, ACCGov and CCSD staff met to discuss a framework to improve outcomes

for the youth of Athens-Clarke County. That framework included the following:

- The need for a Root Cause Analysis that would eventually lead to a problem statement.
- A process that involved stakeholders, School District Board Members, Commissioners, and staff.
- Procure a facilitator to assist with determining the problem, the problem statement, and the charge for the steering committee.
- Create a Steering Committee that will be responsible for identifying strategies on "how" to solve the problem, conducting several public meetings to share the identified strategies and receive public input, and be responsible for prioritizing the recommendations for consideration by both Boards.

FACTS & ISSUES:

1. There are four general eligible uses for SLFRF funds by cities and counties:
   - Replace **lost public sector revenue**, using this funding to provide government services up to the amount of revenue lost due to the pandemic;
   - Respond to the far-reaching **public health and negative economic impacts** of the pandemic by supporting the health of communities and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts;
   - Provide **premium pay for essential workers**;
   - Invest in **water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet; and
   - SLFRF funds may be used for administration of SLFRF programs and projects including costs to support effective management and oversight, compliance with legal and regulatory requirements, and accounting and reporting of SLFRF funds.

2. Staff recommends the following process for ACCGov and CCSD to establish a framework for addressing youth development and violence prevention. The process is further detailed in the Intergovernmental Agreement (**Attachment 1)**.

   <u>Pre-Engagement</u>

   ACCGov and CCSD Staff will take the necessary steps to begin moving the process forward.

   <u>Facilitator</u>

   ACCGov and CCSD will share the cost of a facilitator to lead a discussion with stakeholders. The facilitator will help stakeholders better understand the problem and ultimately develop a problem statement.

Steering Committee Members

11 Members

Joint Meeting of the Mayor and Commission and Clarke County School Board

The meeting will be managed by the facilitator noted above. The facilitator should review data compiled by the respective staff to illustrate any themes and how they relate to the issue of youth development and violence prevention.

Steering Committee Work

The Steering Committee will have a series of meetings to generate a set of strategies and recommendations.

3. As an investment in Youth Development and Violence Prevention, ACCGov wishes to partner with CCSD on their proposed initiative along these lines (**Attachment #2**). Highlights and intended outcomes from the partnership and initiative include the following:

    - Creation of 5 Sports Programs: Basketball, Cheerleading and Football, Soccer, Track and Field, and Volleyball
    - Approximately 1,958 youth would be served.
    - Administration: 7 positions with a total of $47,000 in stipends
    - Direct costs for Annual Programming (e.g., uniforms, equipment) = $264,632

    The total expense for annual programming (administration & direct costs) is $311,632. Staff recommendation is to allocate $155,816 of ARPA Youth Development & Violence Prevention funding to CCSD to cover 50% of the program costs.

4. This recommendation supports the following ACCGov Strategic Plan Goals & Strategies:

    - Identify and Close Gaps in Partnership with the Community Goal, Strategy C*: Identify ways to address unaddressed community needs and develop programs, policies, and processes to facilitate community transformation*
    - Identify and Close Gaps in Partnership with the Community Goal, Strategy D: *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.*

OPTIONS:

1. The Mayor and Commission:
    a. Approve an Intergovernmental Agreement (**Attachment #1**) between the Unified Government of Athens-Clarke County (ACCGov) and the Clarke County School District

(CCSD) which creates a process to help identify strategies that will improve outcomes for the youth of Athens-Clarke County and approve an amount not to exceed $75,000 to cover the 50% of the cost of a facilitator.

b. Approve an allocation of funds to CCSD for 50% of the costs to support their request in the form of the "*Proposal for Funding Support for the Clarke County School District Youth Development Initiative*" dated May 5, 2023. (**Attachment #2**).

2. Mayor & Commission deny approval of IGA between Unified Government of Athens-Clarke County and the Clarke County School District for Youth Development and Violence Prevention.

3. Mayor and Commission directed option.

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option 1 a & b



7/28/2023

Niki Jones, Assistant Manager Date:

ATTACHMENTS:

Attachment #1: Intergovernmental Agreement
Attachment #2: CCSD 2023 Youth Development Initiative Funding Proposal

INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY AND THE CLARKE COUNTY SCHOOL DISTRICT TO ESTABLISH YOUTH DEVELOPMENT AND VIOLENCE PREVENTION INITIATIVES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into as of the_____day of___, 20__(the "Effective Date") by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA ("ACCGov") and the CLARKE COUNTY SCHOOL DISTRICT (the "School District"), to establish Youth Development and Violence Prevention Initiatives, each a "Party" and collectively the "Parties."

WHEREAS, ACCGov and the School District are empowered to enter into this Intergovernmental Agreement pursuant to Ga. Const. Art. IX, Sec. III, Par. I as an intergovernmental agreement not exceeding fifty years.

NOW THEREFORE, ACCGov and the School District agree to be mutually bound by the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree to the following terms:

ARTICLE I – PURPOSE

The purpose of this Agreement is to provide for cooperation between CCSD and ACCGov related to improving outcomes for the youth of Athens-Clarke County thru the implementation of a Youth Development and Violence Prevention Initiatives. The Agreement has two (2) major components related to its purpose. First, this Agreement is being entered into for the purpose of detailing how ACCGov and CCSD will engage in a deliberate process to provide a framework for developing and identifying strategies for initiatives to addressing youth development and violence prevention, and potentially expend ARPA funds for these purposes. Second, this Agreement is being entered into for purpose of providing for the commitment of ARPA funds by ACCGov to provide for and help support CCSD's implementation of the "*Proposal for Funding Support for the Clarke County School District Youth Development Initiative*" dated May 5, 2023, which proposal is incorporated herein by reference and attached hereto as Exhibit "**A**" (the "CCSD Youth Development Initiative").

ARTICLE II – OBLIGATIONS OF THE PARTIES

A. Development of Strategies for Youth Development and Violence Prevention Initiatives. ACCGov and CCSD agree to the establishment of the following deliberative process to provide a framework for developing and identifying strategies for initiatives to addressing youth development and violence prevention.

a. Pre-Engagement

ACCGov and CCSD staff will develop the following deliverables, taking into consideration feedback from the respective boards:

- Facilitator scope of services, procurement, and timing
- Overall schedule for the implementation of Youth Development and Violence Prevention (YD&VP) process
- Details on the available funding (combined ACCGov and CCSD) for YD&VP.
- Partner to develop critical data sets that will assist the process.

b. Facilitator

- CCSD will take the lead and procure the facilitator.
- CCSD and ACCGov will split the cost of a facilitator 50/50.
- ACCGov will assist with evaluations and recommendations.

c. Steering Committee Members

- Mayor Girtz will appoint 5 members.
- CCSD Board Chair Dr. Gantt will appoint 5 members.
- The Mayor and Board Chair will jointly name an additional member to serve as the Steering Committee Chair.
- 11-member Steering Committee will be appointed concurrent with the facilitator procurement.

d. Joint Meeting of the Mayor and Commission and Clarke County School Board

- The joint meeting will be managed by the facilitator noted above. The facilitator should take an advance look at the data compiled by the respective staff to illustrate any themes that may emerge.
- The Steering Committee Members will be present at this meeting (as spectators only).
- The facilitator will lead a discussion using a "Root Cause Analysis" to help determine a problem statement.

- One goal of the facilitator is to assist the respective Boards in determining "what problem they are trying to solve".
- A second goal of the facilitator is to gain consensus of the respective Boards in developing a "charge" or "problem statement" to hand-off to the Steering Committee.

e. Steering Committee Work

- The facilitator will lead the Steering Committee through a series of meetings to generate a set of strategies and recommendations.
- The Steering Committee will discuss the charge and or problem statement with the associated data in hand.
- The Steering Committee will be responsible for identifying strategies on "how" to solve the problem.
- The Steering Committee will conduct several public meetings to share the identified strategies and receive public input.
- The Steering Committee will be responsible for prioritizing the recommendations for consideration by both Boards.
- The Steering Committee chair or designee will make a formal presentation to a second joint meeting of the Boards

f. Potential Commitment of ARPA Funds

In the event additional strategies related to addressing youth development and violence prevention are identified and agreed to by the parties hereto as a result of the process outlined above, the parties agree that they will enter into an amendment to this Agreement for the purpose of providing for the implementation of said strategies and the expenditure of the necessary ARPA funds.

B. CCSD Youth Development Initiative. ACCGov does hereby approve and authorize a commitment of ARPA Youth Development and Violence Prevention funds to CCSD to help fund 50% of the costs related to the implementation of the CCSD Youth Development Initiative, which amount shall not exceed _____. CCSD agrees to provide matching funds and be responsible for the implementation and operation of the CCSD Youth Development Initiative. As such, ACCGov shall not be liable or responsible for any acts and/or

omissions of CCSD with respect to CCSD's implementation and operation of the CCSD Youth Development Initiative. Further, to the extent allowed by law, CCSD agrees to release, indemnify and hold harmless ACCGov and each of its elected officials, staff members, employees, officers, directors, agents and representatives from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements caused or alleged to be caused by any act or omission arising out of CCSD's implementation and operation of the CCSD Youth Development Initiative.

ARTICLE III – GENERAL CONDITIONS

A. Term. This Agreement shall commence as of the date of the last party to affix its signature hereto and shall end on December 31, 2026. Either party may terminate this Agreement without cause upon not less than thirty (30) days' written notice to the other.

B. Assignment. Neither party may assign its obligations hereunder without the express written consent of the other.

C. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the expectations of the parties related to establishing Youth Development and Violence Prevention Initiatives. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

Unified Government of Athens-Clarke County, Georgia

By: _____ Date: _____
Mayor

Attest: _____
Clerk of Commission

Clarke County School District

By: _____ Date: _____

Its: _____

Proposal for Funding Support
for the Clarke County School District
Youth Development Initiative
Submitted May 5, 2023

Objective: To receive funding support from the Athens Clarke County government for the Clarke County School District's Youth Development Initiative. The Youth Development Initiative (YDI) will provide positive, structured sports programs for the youth of Clarke County.

Effective youth sport programs actively work to assure positive outcomes through developmentally appropriate designs and supportive relationships. Research supports that participating in youth sports can lead to immediate and long-term benefits for youth, their families, and communities. Youth who have the desire to participate in youth sports should have the opportunity regardless of their race, ethnicity, sex, or ability.

The following information published by the President's Council on Sports, Fitness & Nutrition Science Board in 2020 demonstrates the wide range of benefits of participating in youth sports:

- Mental, Emotional, and Social Health
    - Lower rates of anxiety and depression
    - Lower amounts of stress
    - Higher self-esteem and confidence
    - Reduced risk of suicide
    - Less substance abuse and fewer risky behaviors
    - Increased cognitive performance
    - Increased creativity
    - Greater enjoyment of all forms of physical activity
    - Increased life satisfaction
- Physical Health
    - Improved bone health
    - Improved weight status
    - Increased cardiorespiratory and muscular fitness
    - Reduced risk of cancer and diabetes
    - Improved cardiovascular fitness
    - Decreased body fat percentage
    - Increased overall quality of life
- Educational and Career Success
    - Improved teamwork, social skills, and social responsibility
    - Improved life skills (e.g., goal setting, time management, work ethic, empathy, negotiation)
    - Increased empowerment, personal responsibility, and self-control

- Improved educational and occupational skills (e.g., determination, perseverance, grit, resilience, critical thinking)
- Higher levels of academic achievement
- Greater leadership qualities

The purpose of the YDI is to provide opportunities for the youth of Athens Clarke County to participate in positive, structured sports programs by providing easy access to sports programs with minimal expenses. The target group for the YDI are ACC youth in 3rd, 4th, 5th, and 6th grades. CCSD offers interscholastic sports teams for middle school and high school students. YDI will utilize the CCSD elementary, middle, and high schools' athletic facilities along with ACC athletic facilities through cooperation with ACC Leisure Services. The YDI will provide opportunities for numerous ACC youth to participate in positive, structured sports programs otherwise unavailable. The YDI will place a special emphasis on literacy by providing programs and support designed to enhance each child's literacy. The literacy programs and support will be offered through the CCSD After School Programs.

Youth Development Initiative Sports Programs include:

- Basketball: Each CCSD elementary and middle school will offer a boys and a girls basketball team at the 4th, 5th, and 6th grade levels. Fundamental skill camps will also be provided for the ACC youth throughout the year.
- Cheerleading and Football: Gladiator Youth Football and the Jaguar Youth Football will provide football and cheerleading opportunities for ACC youth. The teams will compete in the NGYFA at the 7U, 8U, 9U, 10U, 11U, and 7th grade levels.
- Soccer: Each CCSD elementary will offer a boys and a girls soccer team at the 4th and 5th grade levels. Fundamental skill camps will also be provided for the ACC youth throughout the year.
- Track and Field: Gladiator Youth Track and Field and Jaguar Youth Track and Field will provide training and skill development for boys and girls in the 3rd, 4th, 5th, and 6th graders in track and field events.
- Volleyball: Gladiator Youth Volleyball and Jaguar Youth Volleyball will provide training and skill development for girls in the 3rd, 4th, 5th, and 6th graders in volleyball through skill development camps throughout the year.

Participation in athletics provides a well-rounded experience in which youth grow not only as an athlete, but as a person. Youth coaches can have an affirmative impact on the overall experience by focusing on athletic performance, behavior expectations, and character development of young athletes. The YDI will ensure that all coaches and volunteers meet CCSD requirements for working with youth, receive professional development and training support, and cultivate a community atmosphere through open, positive communication The Clarke County School District's Youth Development Initiative will provide a means in which Athens Clarke County community stakeholders (i.e., CCSD, UGA, ACC government, private businesses, etc.) can invest in the youth and future of our community by increasing the opportunities for the youth of Clarke County to participate in positive, structured youth sports programs.

Youth Development Initiative Participation Estimates 2023-2024		
Basketball		
Boys	288	(14 elementary school teams, 4 middle school teams with average roster of 16)
Girls	288	(14 elementary school teams, 4 middle school teams with average roster of 16)
Football		
Gladiator Youth	224	(7 teams with average roster of 32)
Jaguar Youth	224	(7 teams with average roster of 32)
Cheerleading		
Gladiator Youth	98	(7 teams with average roster of 14)
Jaguar Youth	98	(7 teams with average roster of 14)
Soccer		
Boys	280	(14 elementary school teams with average roster of 20)
Girls	280	(14 elementary school teams with average roster of 20)
Track and Field		
Gladiator Youth	55	(Estimate based on current community youth track programs)
Jaguar Youth	55	(Estimate based on current community youth track programs)
Volleyball		
Gladiator Youth	34	(Estimate based on current community youth track programs)
Jaguar Youth	34	(Estimate based on current community youth track programs)
Total Participants	**1958**	

Youth Development Initiative Administration and Supervision	
Administration and Supervision Stipends 2023-2024	
Position	**Stipend**
YDI Coordinator	$20,000.00
YDI Basketball Supervisor(s)*	$6,000.00
YDI Football Supervisor(s)*	$6,000.00
YDI Cheerleading Supervisor(s)*	$3,000.00
YDI Soccer Supervisor(s)*	$6,000.00
YDI Track Supervisor(s)*	$3,000.00
YDI Volleyball Supervisor(s)*	$3,000.00
TOTAL STIPENDS	**$47,000.00**
NOTE: Supervisor's stipends are based on projected participants for activity.	
The stipend will be divided if more than one supervisor is required.	

Youth Development Initiative Expense Estimates 2023-2024		
Basketball		
Basketballs	$8,640.00	(36 total teams, 6 balls per team, $40 per ball)
Sublimated Reversible Jerseys	$16,128.00	(36 total teams, rosters of 16, $28 per jersey)
Skill Development Camps	$30,000.00	(Skill development camps throughout year with no registration fee)
Football		
Footballs	$3,780.00	(14 teams, 6 balls per team, $45 per ball)
Helmets	$50,624.00	(448 players, $113 per helmet)
Shoulder Pads	$23,296.00	(448 players, $52 per shoulder pads)
Sublimated Reversible Jerseys	$26,880.00	(448 players, $60 per jersey)
Integrated Pants	$11,200.00	(448 players, $25 per pants)
Cheerleading		
Uniforms	$10,192.00	(196 cheerleaders, $52 per uniform)
Soccer		
Soccer Balls	$6,720.00	(28 total teams, 6 balls per team, $40 per ball)
Sublimated Reversible Jerseys	$15,680.00	(28 total teams, rosters of 20, $28 per jersey)
Skill Development Camps	$30,000.00	(Skill development camps throughout year with no registration fee)
Track and Field		
Age Appropriate Equipment	$7,000.00	($3500 per program for age appropriate equipment)
Track Top	$1,980.00	(110 participants, $18 per top)
Volleyball		
Volleyballs	$880.00	(20 volleyball per program, $22 per volleyball)
Sublimated Reversible Jerseys	$1,632.00	(68 players, $24 per jersey)
Skill Development Training	$20,000.00	(Skill development camps throughout year with no registration fee)
TOTAL EXPENSE ESTIMATE	**$264,632.00**	

Funding Request: The Clarke County School District's Youth Development Initiative is requesting Athens Clarke County to allocate **$311,632** ($264,632 for equipment, uniforms, skill development plus $47,000 for stipends) to support the Youth Development Initiative 2023-2024 Sport Programs. For questions or additional information contact Dr. Jon Ward (wardjo@clarke.k12ga.us, 706-357-5200).

TTheTHE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: FY24 Unified Government of Athens-Clarke County / University of Georgia Agreement to share public transit reimbursements from the Federal Tranist Administration's (FTA) Small Transit Intensive Cities funds

DATE: July 12, 2023

BUDGET INFORMATION:

REVENUES:

Variable year-to-year

FUNDING SOURCES:

Required local match from the 2023 Transportation Special Purpose Local Option Sales Tax (TSPLOST 2023);
FTA STIC grant program.

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE: Request that the Mayor and Commission (M&C):

a. Approve an agreement between the Unified Government of Athens-Clarke County (ACCGov) and the University of Georgia (UGA), which recognizes each organization as an eligible recipient of FTA STIC grant funds apportioned to the Athens-Clarke County, Georgia Urbanized Area (ACC-UZA) (**Attachment #1**).
b. Approve an agreement to formalize that ACC Transit may apply for up to 40% of apportioned STIC funds, while UGA may apply for up to 60% of apportioned STIC funds.
c. As part of the agreement, agree to maintain fare free public transit service during FY24 for all Athens-Clarke County Transit riders.
d. Authorize Mayor and appropriate staff to execute all related documents.

HISTORY:

1. Since 1977, ACC Transit has maintained a transportation agreement with UGA to provide discounted fare transit services for UGA students.

2. Between 1999 – 2020, UGA, as outlined in previous transportation agreements, annually paid ACCGov Transit an amount per UGA rider equal to the best available discounted per

trip fare, plus an additional credit based on the estimated STIC reimbursements UGA riders brought to the ACC-UZA.

3. In FY03, the Transportation Agreement was amended to include UGA faculty and staff as eligible for the discounted fare.

4. In 2009, UGA began reporting ridership numbers to the National Transportation Database (NTD). As a result of this increased overall local transit ridership in Athens-Clarke County, ACCGov receives additional federal reimbursements through the "Small Transit Intensive Cities" (STIC) program annually.

5. In FY11, an "intra-campus" discount of 50% off the best discounted adult bulk rate was approved by the M&C for "intra -campus" trips.

6. In the fall of 2013, ACCGov and UGA staff recommended an equitable method for recognizing UGA's participation in the NTD Program. The M&C approved a "credit" to the Transportation Agreement fee worksheet to reflect UGA's participation in the National Transit Database Ridership reporting program, in an amount equal to 60% of the total STIC funding received annually by ACCGov, with Federal Transit Administration (FTA) and Georgia Department of Transportation (GDOT) approval.

7. On March 17, 2020, Transit services were temporarily reduced from the regularly scheduled 24 buses per hour weekday schedule to only eight buses per hour weekdays (the regular weekend schedule). This emergency reduction of service was based on state and local emergency "Shelter in Place" orders, the lack of knowledge on how the COVID-19 virus would spread throughout the community, and to reduce exposures to residents and employees. Fare Free Transit services were correspondingly implemented because of the devastating economic impacts of the COVID-19 pandemic.

8. On July 15, 2020, ACCGov Transit resumed charging fares. Fares were collected for 57 days, resulting in total fare collection of $21,394. An average daily fare collection rate of $375, until September 9, 2020.

9. On September 10, 2020, fare free services were continued after $150,000 of CARES ACT funds became available.

10. On January 6, 2021, the M&C extended Fare Free services through the end of FY21.

11. In April of 2021, prior to submission of FY23 5307 Application, staff discussed concerns regarding the fare free impact on STIC credit to the University of Georgia with GDOT. GDOT advised both UGA and ACCGov Transit to develop a joint capital project or a joint service project. ACCGov Transit and UGA staff worked diligently on several options that included potential capital projects and joint service projects.

12. On April 5, 2022, M&C approved the FY22-FY23 Transportation Agreement between the Unified Government of Athens-Clarke County (ACCGov) Transit and the University of Georgia (UGA). This agreement included a new route, that would provide service every 30 minutes from the UGA Health Sciences Campus to the main UGA campus. Operating this route was contingent on ACC Transit receiving specific funds from GDOT. However, these funds did not arrive until FY23 and ACC Transit did not operate the service until the last three months of the fiscal year.

13. For fiscal years 2022, 2023 and 2024, the M&C adopted the annual ACCGov Operating and Capital Budget, each of which continued fare free transit.

14. In August 2022, ACC Transit met with UGA staff and presented an alternative option because the funding for the Health Sciences Campus route had not arrived, as contracted with GDOT. The alternative included a plan to establish a transfer point for duplicated ACC Transit/UGA Campus Transit routes. This plan would have allowed ACC Transit to reallocate resources to the Health Sciences Campus routes. At that time, UGA staff declined to accept that change.

15. Between March 27, 2023, and June 27, 2023, ACCGov Leadership and ACC Transit staff conducted several working sessions with UGA Leadership and UGA Campus Transit staff. On May 9, 2023, ACC Transit sent a draft proposal for the FY24 agreement. The original draft proposal focused on transportation operations, such as creating a collaborative route structure to provide more frequent service throughout the Athens-Clarke County Urbanized Area. With two transit systems in one UZA ACCGov and UGA developed a framework that establishes a percent of reimbursements each organization may apply to receive from the STIC apportionment.

FACTS & ISSUES:

1. ACCGov Transit and UGA Transit have historically submitted ridership data to the FTA and NTD annually. FTA uses this data to allocate STIC funds to qualifying cities. FTA allocates STIC funds based on level of service and performance in one or more of six categories:
    a. Passenger miles traveled per vehicle revenue mile;
    b. Passenger miles traveled per vehicle revenue hour;
    c. Vehicle revenue miles per capita;
    d. Vehicle revenue hours per capita;
    e. Passenger miles traveled per capita;
    f. Passengers per capita.

2. Jointly, ACCGov Transit and UGA meet all criteria needed to qualify for STIC funds. If ridership data was no longer combined, neither ACCGov nor UGA would qualify for the

maximum amount of STIC funding from FTA-NTD, so the partnership is mutually beneficial.

3. UGA is now an eligible sub-recipient of FTA reimbursements and will submit eligible expenses for reimbursements against the FTA STIC apportionment table and by following established FTA regulated procedures. UGA will not submit reimbursement requests against any FTA apportionments other than STIC apportionments. ACC Transit will continue submitting eligible expenses for reimbursements across the FTA 5307 programs.

4. Both parties agree to share the Small Transit Intensive Cities (STIC) funding allocated to the ACC UZA and as shown in the annual FTA Apportionment Table for the year preceding the agreement term with 60% of the STIC funds apportioned to the University and 40% of the STIC funds apportioned to ACCGov. Both parties agree to separately apply and contract with GDOT/FTA as well as separately submit reimbursement requests for the funds directly to GDOT/FTA.

5. With respect to capital funding and 5339 program funds, each entity reserves the right to pursue such funding within the term of this agreement. At least at the time of the annual negotiation, if not more often, both parties agree to share their respective three-year plans as known at the time regarding capital projects and requests for such funding.

6. ACCGov will contract with a consultant who has expertise in municipal public transit and university campus transit. The consultant will, among other tasks as assigned, meet with UGA and ACCGov Transit, review routes and schedules to identify opportunities to improve efficiencies and provide guidance on maximizing FTA reimbursement across the ACC UZA. ACCGov and the University staff will collaborate on a Request for Proposals (RFP) process for these purposes.

7. The University and ACCGov agree to review the relationship outlined in this agreement annually to determine if it remains beneficial to transit riders in the ACC UZA and for the purpose of determining whether the parties wish to enter into future agreements regarding same. The review and negotiation of the annual contract will commence in the Fall of any given year once the FTA apportionment tables have been published and apportioned resources are known.

OPTIONS:

1. Mayor and Commission:
    a. Approve an agreement between the Unified Government of Athens-Clarke County (ACCGov) and the University of Georgia (UGA), which recognizes each organization as an eligible recipient of FTA STIC grant funds apportioned to the Athens-Clarke County, Georgia Urbanized Area (ACC-UZA) (**Attachment #1**).
    b. Approve an agreement to formalize that ACC Transit may apply for up to 40% of apportioned STIC funds, while UGA may apply for up to 60% of apportioned STIC funds.

c. As part of the agreement, agree to maintain fare free public transit service during FY24 for all Athens-Clarke County Transit riders.
d. Authorize Mayor and appropriate staff to execute all related documents.

2. Mayor & Commission deny approval of the FY24 ACCGov / UGA Transportation Agreement Contract.

3. Mayor and Commission directed option.

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

DEPARTMENT:
Prepared by: Ryan Solchenberger



Ryan Solchenberger — July 26, 2023
Date:

ADMINISTRATIVE COMMENTS:

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



Assistant Manager — July 27, 2023
Date:

ATTACHMENTS:

Attachment #1: ACC - UGA Agreement

UNIVERSITY OF GEORGIA / UNIFIED GOVERNMENT ATHENS-CLARKE COUNTY AGREEMENT REGARDING SHARED TRANSIT SERVICE AND ALLOCATION OF SECTION 5307 (49 U.S.C § 5307) FUNDS

07/19/2023 TO 06/30/2024 CLARKE COUNTY GEORGIA

THIS TRANSPORATION AGREEMENT ("Agreement") is made and entered into this ____ day of July 2023, by and between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a body politic and corporate, and a political subdivision of the State of Georgia (hereinafter call "ACCGov") and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (hereinafter called the "University"). The University and ACCGov are collectively referred to herein as the "Parties."

WHEREAS, ACCGov and the University, are authorized by the Constitution and Laws of Georgia to contract with each other for bus passenger service to serve areas covered by regular scheduled routes of the ACCGov's Athens-Clarke County Transit Department ("ACCTD"), and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality, or other municipal corporation of the State of Georgia to enter into an agreement, for a period of 50 years, with another county, municipality, or municipal corporation or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; provided that such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, ACCTD has successfully provided service to the Athens, Georgia since June 13, 1977; and

WHEREAS, the University Campus Transit System ("UGA Campus Transit") has successfully provided bus service to the University campus in Athens, Georgia since 1966 and

WHEREAS, ACCGov and the University have partnered since 1977 to provide bus services in Athens, Georgia; and

WHEREAS, ACCTD currently provides zero fare bus transportation service throughout the Athens-Clarke County urbanized area (hereinafter "ACC UZA"), and

WHEREAS, the ACC UZA includes all of Athens-Clarke County, Georgia; and

WHEREAS, it is desired by both Parties that this successful provision of service continues to be provided to all riders in a manner that is fair and equitable to both Parties through an efficient use of resources; and

WHEREAS, the Parties' performance of this Agreement should assist all riders in meeting their transportation needs that provide access to opportunities such as employment, education, recreation, entertainment and other activities that require transportation and should decrease traffic on Athens-Clarke County and University streets and help to alleviate the severity of parking problems on campus and streets surrounding the campus; and

WHEREAS, the University and ACCGov recognize there are a number of benefits that accrue mutually to each Party from a county-wide transit system that leverages and coordinates ACCTD and UGA Campus Transit, and that these benefits include, but are not necessarily limited to:

- providing mobility throughout most of Athens-Clarke County;
- decreasing parking needs at the University and the related cost of providing said parking;

- providing a safer mode of transportation to class,
- providing transportation to jobs;
- increasing pedestrian safety by reducing automobile traffic;
- avoiding the need to use limited space within the central campus for parking facilities thus freeing its use for academic needs;
- reducing vehicle congestion on campus;
- improving operational efficiency by minimizing the duplication of services provided by ACCGov and the University when not supported by demand, thus reducing the cost of transit services to both systems;
- reducing parking problems downtown and the related cost associated with that parking;
- decreasing congestion on Athens-Clarke County roads;
- decreasing the need to construct new roads in Athens-Clarke County;
- reducing the need to add additional lane miles to existing roadways;
- stimulating economic growth for the community;
- reducing air pollution; and

WHEREAS, the University and ACCGov recognize that, in the provision of transit services, there is an inherent efficiency in the density of a populated area, and further recognize that there is a need to collaborate and share resources between the two systems as leveraged resources are required to provide cost-efficient transit services county-wide; and

WHEREAS, one goal of this Agreement is to recognize the value of public transportation and to increase collaboration between ACCGov Transit and UGA Campus Transit to:

- Increase the efficiency of both systems;
- Increase routes and/or route frequency,
- Increase overall ridership for both systems; and
- Maximize the capture of state and federal resources for the benefit of all potential passengers within the ACC UZA; and

WHEREAS, pursuant to 49 U.S.C. 5307, the Federal Transit Administration apportions Urbanized Area Formula Program funds (5307 Funds) to urbanized areas (UZAs) for public transportation capital projects, operating assistance, and for other transportation-related projects and planning; and

WHEREAS, the Parties are located in the same urbanized area (hereinafter “ACC UZA”); and

WHEREAS, the Parties both report to the National Transit Database (NTD) and such collective reporting impacts the amount of funding apportioned to the ACC UZA by the FTA; and

WHEREAS, ACCGov Transit was formerly the sole eligible sub-recipient of 5307 Funds received for ACC UZA; and

WHEREAS, ACCGov and the University have historically entered into annual transit agreements pursuant to which University students were permitted to ride ACCGov Transit in exchange for the payment of a transportation fee by the University to ACCGOV; and

WHEREAS, given the University’s contribution in reporting its data to NTD and the University’s data’s positive impact on the amount of 5307 Funds received by the ACC UZA, ACCGov previously provided the University a credit equal to sixty percent (60%) of the Section 5307 apportionment derived from Small

Transit Intensive Cities (STIC) metrics received by ACCGov each year to the transportation fee reflecting the University's participation in the NTD reporting;

WHEREAS, both the University and ACCGov recognize that due to ACCTD's ridership services being provided fare free in Fiscal Year 2024, ACCGov and the University's prior arrangement, as outlined above, is no longer workable; and

WHEREAS, the University has recently informed ACCGov of its attainment as an eligible recipient of FTA 5307 reimbursements and the University and ACCGov are now both eligible sub-recipients of 5307 Funds received for ACC UZA; and

WHEREAS, the Parties wish to set forth a method for the appropriate apportionment of any 5307 Funds allocated to the ACC UZA;

WHEREAS, this Agreement also sets forth incentives to both Parties to encourage ridership on the Athens-Clarke County Transit System; and

WHEREAS, the Board of Regents of the University System of Georgia authorized the execution of this Agreement.

NOW THEREFORE, in consideration of the following mutual promise covenants and conditions, it is agreed as follows:

1. **Transit Services and Fares:** ACCGov and the University will, during the Term (as defined below) of this Agreement, furnish bus transportation service on the regular scheduled routes of the ACCTD and UGA Campus Transit to all riders (hereinafter "Bus Service"). The Parties acknowledge that their current respective regularly scheduled routes are set forth on Exhibit A which is attached hereto and incorporated herein. The Parties agree to continue to work together during the Term of this Agreement to make any necessary adjustments to the Bus Service to appropriately serve passengers in the ACC UZA. Each party reserves the right to modify the routes set forth in accordance with paragraph 6 of this Agreement. ACCGov represents that Bus Service shall be zero fare to all riders until June 30, 2024. The Parties acknowledge and agree that a fare, as set by the ACCGov Mayor and Commission, may be charged for Bus Service after June 30, 2024. Notwithstanding the foregoing, ACCTD is anticipated to be a "zero fare" bus system through June 30, 2024, and all riders, including but not limited to University students and employees, are eligible for "zero fare" transit services, so long as ACCTD remains "zero fare" to the general public.

2. **Federal Operational Funding**: The University agrees not to pursue reimbursement under the 5307 program beyond the agreed upon share of Small Transit Intensive Cities (STIC) funding (hereinafter "STIC Funding") indicated in the FTA Apportionment Table 6. The current FTA Apportionment Table 6 is attached hereto and incorporated herein as Exhibit B. Additional funding may be made available to the ACC UZA as indicated in FTA Apportionment Table 3, but the University agrees not to pursue such funding above and beyond the STIC apportionment value agreed to herein.

3. **Regular 5307 Funding**. The Parties acknowledge that ACCGov receives 5307 Funds separate and apart from the STIC Funding (hereinafter "Regular 5307 Funding"). ACCGov agrees that its agreed upon 5307 funding from GDOT will first exhaust its Regular 5307 Funding before it applies for its allocation of STIC Funding. **Allocation of Small Transit Intensive Cities (STIC)**

Funding: Both Parties agree, during this Term of this Agreement, to share the STIC Funding apportioned to the ACC UZA and as shown in FTA Apportionment Table 6 (Exhibit B) as follows: 60% of the STIC Funding ($1,651,216.80) shall be allocated to the University and 40% of the STIC Funding ($1,100,811.20) shall be allocated to ACCGov. The Parties agree to separately apply and contract with GDOT and/or FTA as may be appropriate for these funds, as well as separately administer any contracts and associated reimbursement requests for the STIC Funding directly to GDOT and/or FTA, as may be appropriate. In the event either Party is unable to produce sufficient projects to utilize their allocation of STIC Funding, as listed above, or maintain federal and state programmatic compliance to enable the granting of these funds, the second Party shall have no obligation to make the first Party whole within the terms of this Agreement. Notwithstanding the foregoing, in the event a Party is unable to utilize all such funds allocated to it under this Agreement, that Party shall relinquish the remaining portion of funds available for contracting to the other Party to the extent the other Party has eligible projects to contract for and drawdown such funds.

4. **Federal Capital Funding:** With respect to capital funding and 5339 program funds, each Party reserves the right to pursue such funding within the term of this Agreement. At least annually, if not more often, the Parties agree to share their respective three-year plans as known at the time regarding capital projects and requests for such funding.

5. **Collaboration and Efficiencies**: While ACCGov uses taxpayer funds and the University will use student transportation fees to leverage federal reimbursements, the Parties agree that there are existing UGA and ACCGov routes that overlap and provide duplication of services in some areas for the common good of the two systems and their constituents based on demand. The Parties recognize that future service expansion needs or reductions of services, (based on ridership or capacity needs) of the two Parties may require route changes by either Party, and agree to work cooperatively during the term of this Agreement to establish a timeline to provide for these needs. The Parties agree that if either Party makes a change to its respective Bus Service, it will provide the other Party no less than thirty (30) days advance written notice of the intended change. In the event a Party has to make a change to its Bus Service in response to an emergency event(s), and thus is unable to provide thirty (30) days' advance written notice, the Party making a change must provide the other Party at least forty-eight (48) hours' advance written notice of the intended change, or if forty-eight (48) hours advance written notice is not possible, then written notice must be provided to the other Party as soon as reasonably practicable.

6. **Coordination of Routes**: ACCGov will contract with a consultant who has expertise in municipal public transit and university campus transit. ACCGov and the University representatives will collaborate on the preparation of a Request for Proposal (RFP) for the consultant. ACCGov will be responsible for administering the RFP. The Parties will jointly select the consult. The Parties agree that the University shall reimburse ACCGov for fifty percent (50%) of the consultant's fee. Notwithstanding the foregoing, the Parties agree the University shall not reimburse ACCGov for an amount greater than thirty thousand dollars ($30,000.00). The Parties agree that the RFP will outline the consultant's responsibilities including, but not limited to, attendance at regularly scheduled meetings with University representatives and ACCGov Transit, review of both Parties' routes and schedules to identify opportunities to improve efficiencies, and the provision of

guidance on maximizing FTA reimbursement across the ACC UZA. For purposes of this paragraph 7, the University's primary representative is Todd Berven, Director of UGA Transportation and Parking Services.

7. **Provision of ParaTransit services:** For the term of this Agreement, ACCGov will continue to provide paratransit services (the "LIFT") within the Athens-Clarke County to any disabled rider that is eligible for paratransit services under the Americans with Disabilities of 1990 (ADA). For the term of this Agreement, the University will continue to provide paratransit services on the University's campus to any disabled rider that is eligible for paratransit services under the ADA.

8. **Future agreement process:** The University and ACCGov agree to review the relationship outlined in this Agreement in October 2023 to determine if it remains beneficial to transit riders in the ACC UZA and for the purpose of determining whether the Parties wish to enter into a transportation agreement in Fiscal Year 2025 (July 1, 2024-June 30, 2025). The review and negotiation of the Fiscal Year 2025 transportation agreement will commence in the Fall 2023, once the FTA apportionment tables have been published and apportioned resources are known.

9. **Force Majeure**: The obligations assumed by the Parties herein are expressly subject to strikes, acts of God, lockouts, or other industrial disturbances, fires, floods, accidents to vehicle, or any other cause not within the control of either Party and which, by the exercise of due diligence, either Party is unable to prevent or overcome.

10. **Term and Termination**: This agreement shall commence on July 19, 2023, and continue through June 30, 2024 (the "Term"). This Agreement may be terminated by either party on at least sixty (60) days' notice in writing to the other party. Said termination shall become effective sixty (60) days from the day notice of termination is provided or until the end of the University's academic semester in which notice of termination is given, whichever is later. In the event this Agreement is terminated by either Party in accordance with this section 11, the Parties agree that each Party will be entitled to receive and/or retain its portion of the 5307 STIC Funds awarded during the Term in accordance with the allocation method set forth in section 4 of this Agreement.

11. **Nondiscrimination**: ACCGov and the University attest that they are both in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, which is incorporated herein by reference. ACCGov further attests that it is in compliance with the following laws, as amended, and they're implementing rules and regulations, as a condition of this contract.
    - Titles VI and VII, Civil Rights Act of 1964
    - Vietnam Era Veterans Readjustment Assistance Act of 1972 (P.L. 92-540) (applicable to orders of 10,000 or more)
    - Rehabilitation Act of 1973 (P.L. 93-112)
    - Section 504, Total Accessibility Act
    - American with Disabilities Act

12. **Notice**. Any notice required or permitted to be given under this Agreement shall be in writing and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing in accordance with this section 13 and shall be deemed to have been given for all purposes (a)when received, if emailed, hand-delivered, or sent by a reputable overnight courier service, or (b) five (5) days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

    University:

    Name: Brett Jackson
    Title: Associate Vice President, Auxiliary Services
    Physical Address: 1088 South Lumpkin Street, Athens, Georgia 30602
    Mailing Address: 1088 South Lumpkin Street, Athens, Georgia 30602
    Email Address: Brett.Jackson@uga.edu

    ACCGov:

    Name: Blaine Williams
    Title: Manager of the Unified Government of Athens-Clarke County
    Physical Address: 301 College Avenue, Suite 303, Athens, Georgia 30601
    Mailing Address: 301 College Avenue, Suite 303, Athens, Georgia 30601
    Email Address: Blaine.Williams@accgov.com

13. **Governing Law**. The laws of the State of Georgia and applicable federal law shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of State law. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to either Party.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Unified Government of Athens-Clarke County, Georgia and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia has hereunto caused their proper officers to set their hands and affix their seals, this _____day of 20__ .

THE UNIFIED GOVERNMENT OF ATHENS- CLARKE COUNTY, GEORGIA

By: _____ _____
Kelly Girtz, Mayor Date

Attest: _____ _____
Gloria J. Spratlin Date
Clerk of Commission

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA

By: _____
Title

Sworn to and subscribed before me this ____ day of _____, 20__.

_____Notary Public

My Commission Expires:

_____ (Notary Seal)

APPROVED AS TO FORM:

_____
ACCGov Attorney's Office Date

EXHIBIT A

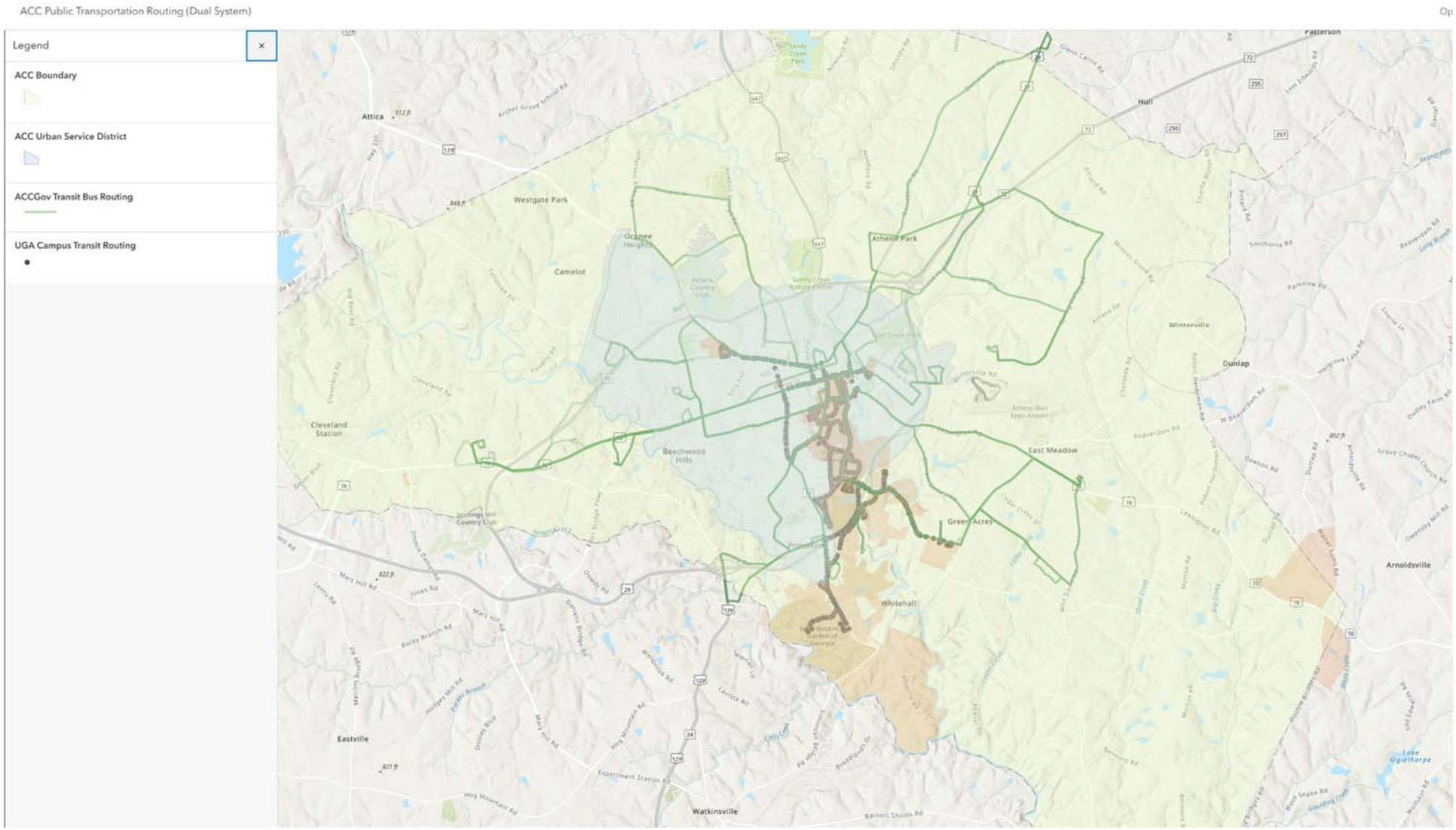

ACC Public Transportation Routing (Dual System)
Legend
ACC Boundary
ACC Urban Service District
ACCGov Transit Bus Routing
UGA Campus Transit Routing
Attica
Westgate Park
Oconee Heights
Camelot
Athens Park
Hull
Winterville
Dunlap
Cleveland Station
Beechwood Hills
East Meadow
Green Acres
Whitehall
Arnoldsville
Eastville
Watkinsville
Lake Oglethorpe

EXHIBIT B

Fiscal Year 2023 Small Transit Intensive Cities 5307 Fund Apportionment

FEDERAL TRANSIT ADMINISTRATION

TABLE 6

FY 2023 FULL YEAR SMALL TRANSIT INTENSIVE CITIES PERFORMANCE DATA AND APPORTIONMENTS

The amount apportioned in this notice includes funding authorized under the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and is based on funding made available under the Consolidated Appropriations Act, 2023 (Pub. L. 117-328, Dec. 29, 2022).

State	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ~ $550,406 per Factor Met or Exceeded
	Average for UZAs with populations 200,000 - 999,999	5.5211	94.8410	11.8958	0.7584	76.8758	11.5727		
GA	Athens-Clarke County, GA	6.4898	62.5515	14.3005	1.4837	92.8065	56.4813	5	$2,752,028

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Amend Agenda Item on Judiciary Request for ARPA Funds

DATE: ~~June 9, 2023~~ July 27, 2023

BUDGET INFORMATION:

REVENUES: $2,076,189 (increase current award amount by $752,400)

EXPENSES:
ANNUAL:
CAPITAL:
OTHER:

FUNDING SOURCE: American Rescue Plan Act Funds (ARPA) to be administered by the Judicial Council of Georgia and its Administrative Office of the Courts (AOC)

COMMISSION ACTION REQUESTED ON:~~July 18, 2023 Under Suspension of Rules~~ August 1, 2023

PURPOSE:
To request that the Mayor and Commission:

a. Approve amending their prior approval of Superior Court's agenda item from January 11, 2022 and April 4, 2023 – Judiciary Request for American Rescue Plan Act Funds through the State of Georgia Administrative Office of the Courts, as follows:
    i. Amend the agenda item to include authorizing the creation of two (2) full-time Legal Assistants for the District Attorney's Office; and
    ii. Increase the total amount awarded to the Western Judicial Circuit for CY2023 by $752,400.00 for the purpose of creating two (2) additional full-time positions for the District Attorney's Office and updating the video conferencing systems in existing courtrooms. This would increase the cumulative CY23 award for the circuit to $2,076,189 (**Attachment # 1**).

HISTORY:

1. On October 28, 2021, Governor Brian P. Kemp allocated up to $110 million of the $4.8 billion in ARPA funds awarded to the State of Georgia, to the judiciary for the purpose of addressing backlogs of court cases, prioritizing cases involving serious violent felonies.

2. On October 4, 2022, the Mayor and Commission approved the Superior Court's request to apply for Judicial ARPA funds for CY23.

3. On December 8, 2022, the Judicial Council American Rescue Plan Act Funding (ARPA) Committee approved audio-visual equipment modernization in existing courtrooms as an eligible expenditure. Additionally, the Committee approved an increase to the award cap from $2M to $2.5M per calendar year for all eligible expenses.

FACTS & ISSUES:

1. The District Attorney's Office is requesting funds for two (2) Legal Assistants to assist the intake unit with following older cases through the prosecution process. Many of these cases have been indicted/accused and are ready for the next steps. The additional request of 2 legal assistants is to offset the current shortage of prosecutors experienced in the District Attorney's Office. Legal assistants can assist the current ADAs to prepare for these cases and move them through the system, as well as assist all members of the office team.

2. The ARPA funds requested will result in current technology that is consistent across all courtrooms in all counties for ease of use by judges, court staff, litigants, and attorneys. The Western Circuit has more judges than there are available courtrooms, so all courtrooms across both counties are often used interchangeably for all levels of court.

3. Modernization of the A/V systems in the courtrooms in all counties in the circuit with systems that are largely uniform will minimize disruptions in the flow of cases. Further, the A/V modernization will allow the circuit to improve the handling of all cases, including prioritizing backlog cases and serious violent felonies.

4. ARPA funds are intended for the upgrade of the A/V equipment in the Athens-Clarke County courtrooms currently equipped with videoconferencing systems, as well as add videoconferencing systems to the Oconee County courthouse. These upgrades will bring the jail and courts up to current technology capabilities. We expect the A/V system updates to meet the recent amendments to the Superior Court of Georgia Uniform Superior Court Rule 9 relating to virtual court proceedings.

5. ARPA Funds awarded for the CY23 cycle must be expended by December 31, 2023. Any unused funds for this grant cycle will be forfeited to the Executive Branch.

OPTIONS:

1. Mayor and Commission approve amending their prior approval of Superior Court's agenda item from January 11, 2022 and April 4, 2023 – Judiciary Request for American Rescue Plan Act Funds through the State of Georgia Administrative Office of the Courts, as follows:
    i. Amend the agenda item to include authorizing the creation of two (2) full-time Legal Assistants for the District Attorney's Office; and

ii. Increase the total amount awarded to the Western Judicial Circuit for CY2023 by $752,400.00 for the purpose of creating two (2) additional full-time positions for the District Attorney's Office and updating the video conferencing systems in existing courtrooms. This would increase the cumulative CY23 award for the circuit to $2,076,189 (**Attachment # 1**).

2. Mayor and Commission deny amending their prior approval of Superior Court's agenda item from January 11, 2022 – Judiciary Request for American Rescue Plan Act Funds through the State of Georgia Administrative Office of the Courts.

3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1

DEPARTMENT:
Prepared by: Elisa Zarate

Elisa Zarate

Elisa Zarate — 7/6/2023
Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1

Manager — July 11, 2023
Date:

ATTACHMENTS:
Attachment #1 - Western Cycle 2 CY23 ARPA Grant award Packet

Judicial Council of Georgia
Administrative Office of the Courts

Chief Justice Michael P. Boggs
Chair

Cynthia H. Clanton
Director

June 7, 2023

The Honorable Eric W. Norris
Chief Judge
Western Judicial Circuit
325 E. Washington Street, Suite 400
Athens, Georgia 30601

Re: The Judicial Council of Georgia American Rescue Plan Act Funding Award-CY23 Cycle 2

Dear Chief Judge Norris:

On behalf of the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act (ARPA Committee), I am pleased to inform you that the Western Judicial Circuit has been awarded an additional $752,400, increasing the cumulative CY23 award to the Western Judicial Circuit to $2,076,189. The effective date for the additional award begins on June 1, 2023 and will end December 31, 2023.

Attached are the CY23 Grant Agreement outlining the responsibilities and expectations of both parties and the CY23 approved budget. Please review and sign the Grant Agreement and return it within ***ten days*** of receipt. Upon acceptance of the award, as indicated by returning the signed agreement, the circuit will receive by email the instructions and budget reimbursement form to begin the reimbursement process. The agreement with the ***original*** signature may be mailed or emailed to:

Kari Kitchens, ARPA Grants Coordinator
Administrative Office of the Courts
244 Washington Street, Suite 300 • Atlanta, GA 30334-5900
Kari.kitchens@georgiacourts.gov • 470.734.6655

For future reporting reference, the CFDA is 21.027.

Please notify me or a member of the Grants Team immediately should there be any discrepancies in the attached award or approved budget to resolve the issue.

We continue to appreciate the outstanding efforts exerted in clearing your circuit's backlog of cases and thank you for your service to the State of Georgia and the Judiciary.

Sincerely,

Regina Hailey

Regina Hailey
ARPA Grants Manager

Attachments: *Grant Award Conditions and Restrictions*
Grant Award Agreement
Approved Budget Form

cc: Elisa Zarate via email to elisa.zarate@accgov.com
Tracy BeMent via email to tracy.bement@accgov.com
David Boyd via email to david.boyd@accgov.com

JUDICIAL COUNCIL OF GEORGIA
AMERICAN RESCUE PLAN ACT GRANT AWARD
CONDITIONS AND RESTRICTIONS

Judicial Circuit Name: Western
Award Date: May 19, 2023

Section 1. Conditions

All the following conditions apply to the enclosed grant award:

(a) Grant recipients shall comply with the conditions and restrictions in this attachment.

(b) Grant recipients shall comply with all procedures and instructions detailed in the current *Overview and Instructions, Judicial Branch ARPA FAQs, Award Amendments and Budget Revision Policy, and Audio-Visual Equipment Modernization Policy* (all posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/).

(c) The ARPA grants awarded by the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding ("ARPA Committee") on May 19, 2023, were awarded for eligible expenses *beginning on June 1, 2023, through the balance of the 2023 calendar year only*. Funding in future calendar years is not guaranteed and is subject to application and the approval of the ARPA Committee in future award cycles.

(d) Any portion of this award that is not expended in the 2023 calendar year shall revert back to the ARPA Committee on January 1, 2024. The ARPA Committee may award funds that revert back to the Committee to any and all applicants in a subsequent grant cycle.

(e) *Grant recipients shall not submit a reimbursement request for any ineligible expenditure listed in Section 2 (b) of this attachment*.

(f) If awarded funds for court-based mental health diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionally impacted community. See Treasury's Compliance and Reporting Guidance, "Project Demographic Distribution" and "Use of Evidence," pp. 20-21; 33; 37-38; 42; 47 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures*. EC 1.12; 31 CFR § 35.6 (b) (3) (i) (C).

(g) If awarded funds for court-based substance use diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionally impacted community. See Treasury's Compliance and Reporting Guidance, "Project Demographic Distribution" and "Use of Evidence," pp. 20-21; 33; 37-38; 42; 47 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures*. EC 1.13; 31 CFR § 35.6 (b) (3) (i) (C).

(h) If awarded funds for court-based eviction prevention and diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionally impacted community. See Treasury's Compliance and Reporting Guidance, "Project Demographic Distribution" and "Use of Evidence," pp. 20-21; 33; 37-38; 42-43; 47 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures*. ECs 2.2, 2.18; 31 CFR § 35.6 (b) (3) (ii) (A) (1), (5).

Section 2. Restrictions

(a) Federally Eligible Uses Currently Authorized by the Executive Branch and the ARPA Committee

Only the following expenditures are currently authorized by the Executive Branch and the ARPA Committee:

(1) *Personnel.* Payroll costs for personnel responding to court case backlogs with a primary focus on serious violent felonies; backfilling positions requiring less experience to reassign more experienced staff to expedite the disposition of serious violent felony cases; or personnel administering the ARPA grant. *As used in this expenditure category only, "primary focus on serious violent felonies" means more than 50 percent of total personnel costs responding to case backlogs awarded in each calendar year under approved Application section (E) (1) shall be dedicated to responding to serious violent felonies*, as defined in OCGA § 17-10-6.1 (a).

(2) *Court-based Eviction, Mental Health, or Substance Use Diversion.* Payroll costs for personnel performing court-based eviction, mental health, or substance use diversion services only if: (i) such services respond to case backlogs; and (ii) a subrecipient provides a *numerical* estimate to the AOC demonstrating that such services will conserve staff time and resources to respond to backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). *As used in these expenditure categories, "numerical" means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., 20 hours of staff time per week, 18 percent of a judge's caseload, or some other numerical measurement.*

(3) *Other Program Costs.* Reasonable and necessary costs to support a response to court case backlogs with a primary focus on cases involving serious violent felonies or to perform ARPA grant administration, as follows:

(i) The purchase of necessary supplies and materials used by personnel funded by the ARPA grant;

(ii) The purchase or rental of equipment used by personnel funded by the ARPA grant, including any reasonable and required license, basic operating software, or service needed to use such equipment;

(iii) Travel costs of personnel and contractors funded by the ARPA grant traveling between counties in multi-county judicial circuits that are necessary to address the backlog in court cases with a primary focus on cases involving serious violent felonies;

(iv) Rental of temporary space for personnel funded by the ARPA grant;

(v) Printing, publication, media, or postage costs;

(vi) Jury expenditures for the trial of cases that are part of the case backlog caused by the COVID-19 pandemic;

(vii) Jury sequestration costs if necessary for jurors in serious violent felony cases;

(viii) Continuing legal education and professional dues for prosecutors funded by the ARPA grant, as required by the State Bar of Georgia to maintain a law license;

(ix) Mandatory continuing judicial education for judges funded by the ARPA grant, as required by the Institute of Continuing Judicial Education and uniform court rules;

(x) Contracts for professional services or per diem to respond to court case backlogs, including services provided by interpreters, senior judges, state paid county reimbursed (SPCR) prosecutors, and court reporters; or to perform grant administration;

(xi) Mandatory training for victim assistance coordinators and victims' advocates funded by the ARPA grant, as required by law and the Prosecuting Attorneys' Council;

(xii) Mandatory training for district attorney investigators funded by the ARPA grant, as required by law and the Peace Officer Standards and Training Council;
(xiii) Audio-visual equipment modernization in existing courtrooms, as provided in the Audio-Visual Equipment Modernization Policy (posted under Quick Links at https://jcaoc.georgiacourts.gov/arpa/); and
(xiv) Other program costs necessary to address a court backlog caused or exacerbated by the COVID-19 pandemic with a primary focus on cases involving serious violent felonies may be approved by OPB at its sole discretion following a written request for approval by AOC prior to AOC's approval of said costs.

(b) Federally Eligible Uses Not Currently Authorized by the Executive Branch or the ARPA Committee

All the following federally eligible ARPA expenditure categories (ECs) *are not* currently authorized by the Executive Branch or the ARPA Committee:

(1) Professional dues, continuing education, and training for staff (unless an exception is expressly listed in Section 2 (a) (3) of this attachment). ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,438 (Jan. 27, 2022) (Uniform Guidance (2 CFR 200 Subpart E) applies to ARPA funds); 2 CFR § 200.473 ("The cost of training and education provided for employee development is allowable").
(2) Case management systems and software. EC 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022) ("improvements to case management systems . . . are eligible").
(3) ARPA grants to municipal courts (pursue ARPA funds from cities before contacting the ARPA Committee), public defenders, or conflict attorneys (see funds allocated to GPDC).
(4) COVID-19 testing. EC 1.2; 31 CFR § 35.6 (b) (3) (i) (A). Contact the Georgia Emergency Management and Homeland Security Agency (GEMA) for COVID-19 testing assistance.
(5) The purchase of personal protective equipment (e.g., gloves, masks, and hand sanitizer). EC 1.5; 31 CFR § 35.6 (b) (3) (i) (A). Contact GEMA for personal protective equipment.
(6) Expenditures to prevent COVID-19 in congregate settings (e.g., plexiglass, cleaning supplies or services). EC 1.4; 31 CFR § 35.6 (b) (3) (i) (A). Contact GEMA for assistance with supplies to prevent COVID-19 in congregate settings.
(7) Payroll supplements, stipends, bonuses, "premium pay," or any other payroll payments to staff that do not correspond to actual documented payroll time spent responding to case backlogs or performing ARPA grant administration. "Premium pay" is defined in 31 CFR §§ 35.3, 35.6 (c); EC 4.1.
(8) Except as provided in Section 2 (a) (3) (xiii) of this attachment, long-term infrastructure (i.e., capital) investments in public facilities, such as physical plant improvements, permanent adaptations to existing public buildings, or constructing new facilities to respond to the pandemic or its negative economic impacts. ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (i) (A), (b) (3) (ii), (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022). *Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure.*
(9) Adding or upgrading a court's broadband connection, including modernization of cybersecurity for existing or new broadband infrastructure. EC 5.19; 31 CFR § 35.6 (e) (2) (i)-(ii).
(10) Offsets to a reduction in government revenue due to the pandemic, which may be used to maintain existing infrastructure, build new infrastructure, or provide any government service,

excluding contributions to a rainy-day fund. EC 6.1; 31 CFR § 35.6 (d); 87 Fed. Reg. 4,422-4,430 (Jan. 27, 2022).

(11) General modernization of cybersecurity not related to broadband upgrades, including hardware, software, and protection of critical infrastructure (falls under the category of government revenue offsets). EC 6.1; 31 CFR § 35.6 (d); see 31 CFR § 35.6 (e) (2) (ii).

Judicial Council of Georgia
Administrative Office of the Courts

Chief Justice Michael P. Boggs
Chair

Cynthia H. Clanton
Director

Judicial Council of Georgia American Rescue Plan Act Grant Funding
Calendar Year 2023 Grant Agreement

Award Name: 2023_ARPA_ 3Y002	
Recipient Name: WESTERN JUDICIAL CIRCUIT	
Award Amount: $ 752,400	**CFDA:** 21.027
Grant Period: June 1, 2023 – December 31, 2023	**Award Effective:** June 1, 2023

With the acceptance of this award, you agree to administer this grant in compliance with your approved application, the grant budget, and the conditions and restrictions set forth in the grant package. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request for reimbursement of federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Grantee Responsibilities:
Monthly reimbursement requests should be submitted to the Administrative Office of the Courts via email to Kari.Kitchens@georgiacourts.gov and ARPA@georgiacourts.gov, by the 15th of each month. The monthly requests should be submitted using the *ARPA Reimbursement Request Form* Excel document and the required supporting documentation as outlined on the *Reimbursement Request Form Checklist*.

AOC Responsibilities:
The AOC will review expense documentation for accuracy and completeness and submit the monthly requests for reimbursements to the Governor's Office of Planning and Budget (OPB). Upon reimbursement from OPB, the AOC will remit reimbursements to the grantees.

Acceptance of Terms and Conditions
Signature and Title: _____ **Date:** 6/8/23

244 Washington Street SW • Suite 300 • Atlanta, GA 30334
404-656-5171 • www.georgiacourts.gov

JUDICIAL BRANCH ARPA GRANT BUDGET TEMPLATE

COMMITTEE ADJUSTMENTS

Submitted by: Western Judicial Circuit

Budget Categories	Previous Award (Cycle 1)	Application Request (Cycle 2)			Adjustment	Cumulative Circuit Total
		Salary	Quantity	w Request To		
Personnel Services						
Grant Administration and Clerical (include in application section (E) (6))						
						$-
Total Grant Admin and Clerical Request	$-	$-	$-	$-	$-	$-
Personnel Directly Responding to Case Backlog (include in application section (E) (1))						
Assistant District Attorney	$ 263,340					$ 263,340
Investigator (DA's office)	$ 63,011					$ 63,011
Victim Witness Advocate (DA)	$ 49,568					$ 49,568
Information Technology Systems Analyst (part-time)	$ 62,400					$ 62,400
Judicial Case Manager (Juv. Crt)	$ 52,976					$ 52,976
Judge (Juv. Crt)	$ 26,000					$ 26,000
Senior Judge (Superior Court)	$ 19,920					$ 19,920
Senior Judge (State/Probate/Juvenile)	$ 19,920					$ 19,920
Probation/Pre-Trial Officer	$ 156,874					$ 156,874
Probation Lab Tech	$ 45,808					$ 45,808
Overtime Pay: Clerk of Court Staff	$ 10,000					$ 10,000
Legal Assistant-District Attorney's Office		$ 53,200	2	$ 106,400		$ 106,400
Total-Personnel Directly Responding to Case Backlog	**$ 769,817**	**$ 53,200**	**2**	**$ 106,400**	$-	**$ 876,217**
Personnel Court-Based Mental Health Diversion (include in application section (E) (2))						
						$-
				$-		$-
Personnel Court-Based Mental Health Diversion (include in applic	$-	$-	$-	$-	$-	$-
Personnel Court-Based Substance Use Diversion (include in application section (E) (3))						
				$-		$-
Personnel Court-Based Substance Use Diversion (include in applic	$-	$-	$-	$-	$-	$-
Personnel Court-Based Eviction Prevention and Diversion (include in application section (E) (4))						
						$-
Personnel Court-Based Eviction Prevention and Diversion (E) (4)	$-	$-		$-	$-	$-
Total Personnel Costs:	**$ 769,817**	**$ 53,200**	**2**	**$ 106,400**	$-	**$ 876,217**
Administrative/Indirect Costs:		**Amount**	**Quantity**	**Total**		
ARPA-Eligible Administrative Expenses (include in application section (E) (6) or (E) (7))						
Equipment < $5,000 (Computers & Printers for add'l staff)	$ 15,000	$ 6,000		$ 6,000		$ 21,000
Supplies and Materials	$ 20,000			$-		$ 20,000

Budget Categories	Previous Award (Cycle	Application Request (Cycle 2)			Adjustment	Cumulative Circuit Total
Travel – DA Witness & Victim Support for Jury Trials	$ 30,000			$-		$ 30,000
Voice/Data Communications	$ 4,500			$-		$ 4,500
Contracts: Parent Attorneys (Juv. Crt.)	$ 101,100			$-		$ 101,100
Contracts: Guardian Ad Litem/Child Attorney (Juv. Crt)	$ 102,400			$-		$ 102,400
Contracts: 2 Judicial Staff Attorneys (Probate & Juvenile)	$ 147,840			$-		$ 147,840
Trial Expenses DA	$ 10,000			$-		$ 10,000
Training	$ 5,000			$-		$ 5,000
ADR Mediations & Judicially Hosted Settlement Conferences	$ 15,000			$-		$ 15,000
Audio-visual equipment modernization		$ 640,000		$ 640,000		$ 640,000
Total Indirect/Grant Administration	**$ 450,840**	**$ 646,000**	**$-**	**$ 646,000**	**$-**	**$ 1,096,840**
Temporary Facilities or Workspace (include in application section (C) (6))						
Real Estate Rentals	$ 103,132	$-		$-		$ 103,132
Total Temporary Facilities	$ 103,132	$-	$-	$-	$-	$ 103,132
Total Administrative Costs:	**$ 553,972**	**$ 646,000**	**$ -**	**$ 646,000**	**$-**	**$ 1,199,972**
TOTAL OVERALL BUDGET	**$ 1,323,789**			**$ 752,400**	**$-**	**$ 2,076,189**

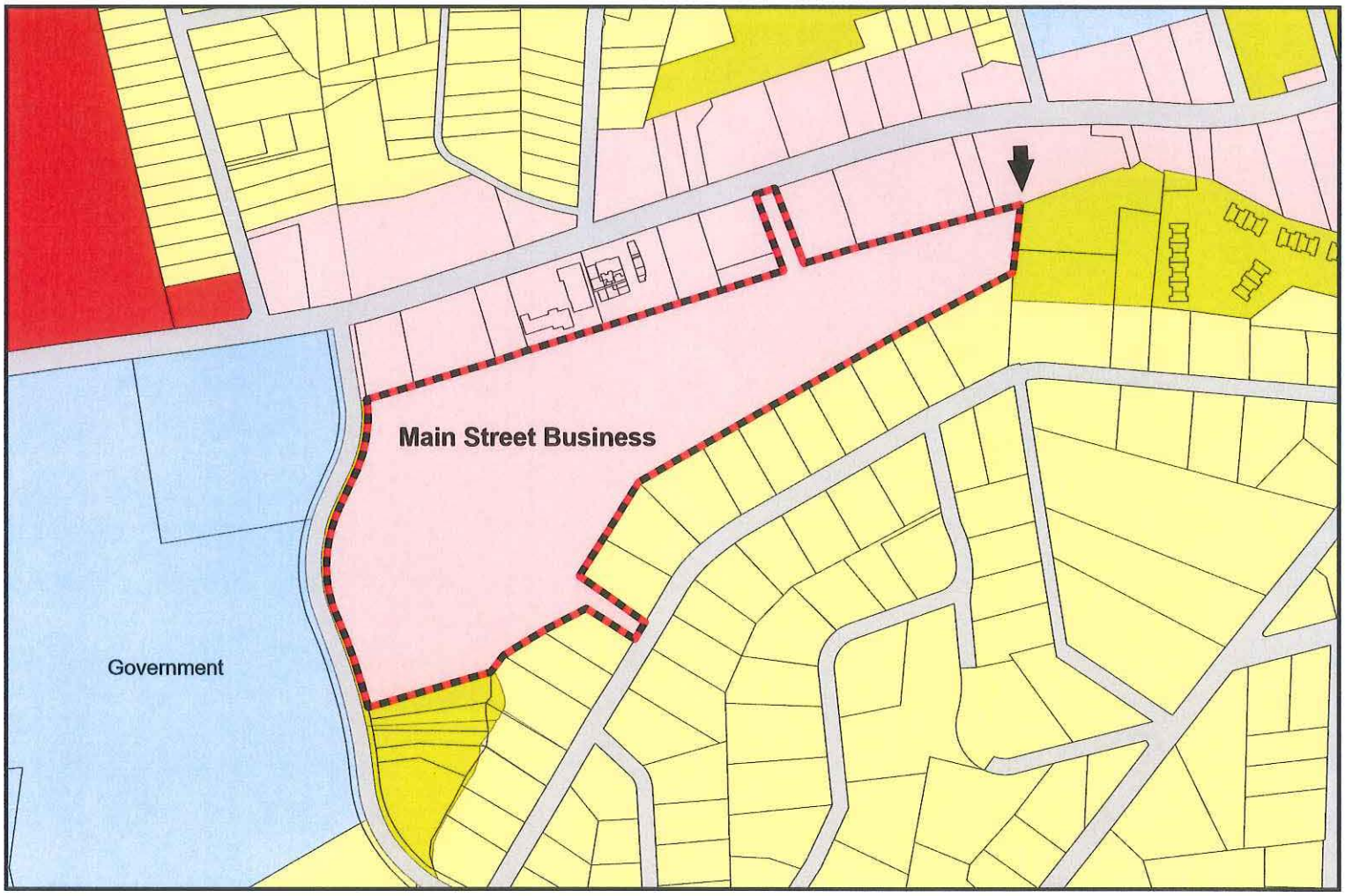
AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **AMENDING THE FUTURE LAND USE MAP OF ATHENS-CLARKE COUNTY BY CHANGING THE DESIGNATION OF APPROXIMATELY 18.56 ACRES OF LAND LOCATED AT 125 BAXTER DRIVE FROM "MIXED DENSITY RESIDENTIAL" TO "MAIN STREET BUSINESS"**; AND FOR OTHER PURPOSES.

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

SECTION 1. The Official Land Use Map referred to in the Zoning Ordinance of Athens-Clarke County, Georgia, as specifically identified in Section 9-3-3(A)(2) thereof, is hereby amended by changing the future land use designation on approximately 18.56 acres of land located at 125 Baxter Drive County tax parcel number 122D3 A022 from "Mixed Density Residential" to "Main Street Business," as more fully shown on Exhibit A, attached hereto and incorporated herein by reference.

The date of this amendment to the Official Land Use Map of Athens-Clarke County as shown by Exhibit A shall be duly noted in the minutes of the Commission meeting. The Official Land Use Map and Exhibit A hereto are available for inspection in said Clerk's Office, 301 College Avenue, Athens, Georgia.

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



Legend

- County Boundary
- City Boundary
- Parcel Boundary
- Building Footprint
- School
- A-CC Owned Parks and Open Space
- Other Parks and Open Space
- Transportation,Communication and Utilities
- Airport Hazard Zone
- Railroad
- Rails to Trails
- Proposed Road Widening
- Proposed New Road
- Intersection Realignment

The Official Future Land Use Map

of Athens-Clarke County, Georgia

Descriptions

- General Business
- Downtown
- Main Street Business
- Employment Center
- Government
- Mixed- Density Residential
- Traditional Neighborhood
- Single Family Residential
- Rural

EXHIBIT A	**ZONE-2023-03-0433 REZONE**	N
MAP 540A	**125 BAXTER DRIVE** *Chris Hunkele / Terminus Design Group 125 Baxter LLC*	
FROM: **Mixed Density Residential**	TO: **Main Street Business**	0 400 Feet
TAX PARCEL # *122D3 A022*	PLANNING COMMISSION MEETING DATE *June 1, 2023*	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE *August 1, 2023*

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY GEORGIA, WITH RESPECT TO **REZONING A PARCEL OF LAND COMPRISING APPROXIMATELY 18.56 ACRES LOCATED AT 125 BAXTER DRIVE FROM RM-2, C-G, & RS-15 (MIXED-DENSITY RESIDENTIAL-2, COMMERCIAL-GENERAL, & SINGLE-FAMILY RESIDENTIAL-15) TO RM-3 (MIXED-DENSITY RESIDENTIAL-3)**; AND FOR OTHER PURPOSES.

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

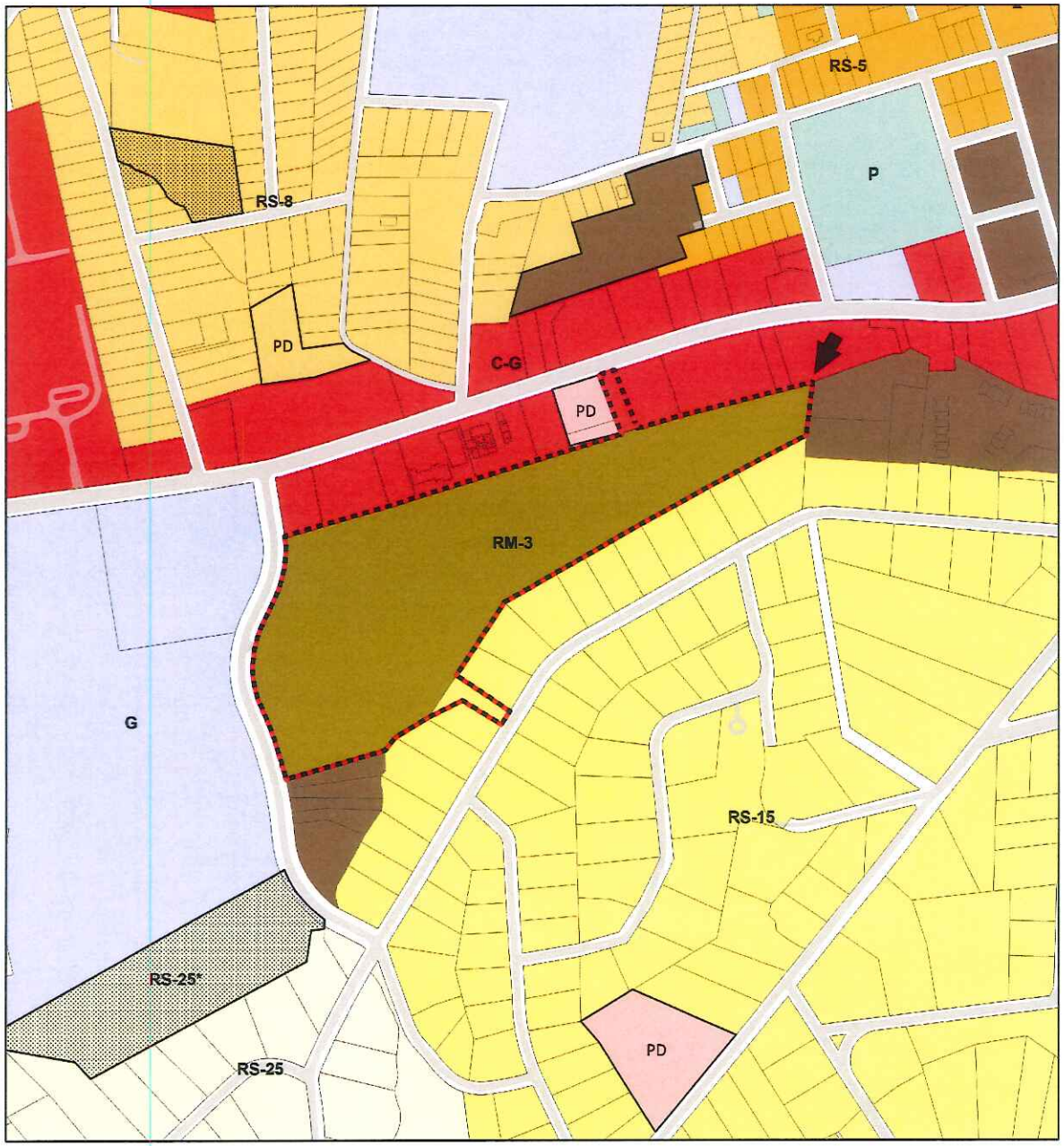
SECTION 1. The map constituting the component part of the Zoning Ordinance of Athens-Clarke County, Georgia, by virtue of and in compliance with Sections 9-3-3 and 9-3-6 thereof, is hereby amended by changing the zoning of a parcel of land comprising approximately 18.56 acres located at 125 Baxter Drive from RM-2, C-G, & RS-15 (Mixed-Density Residential, Commercial-General, & Single-Family Residential-15) to RM-3 (Mixed-Density Residential-3) as shown on Attachment A hereto.

Said parcel is more particularly described according to that certain document entitled "ALTA/NSPS Land Title Survey, AEI Job #417035, University Gardens Apartments, 125 Baxter Drive, Clarke County, Athens, GA," prepared by AEI Consultants, and being on file for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. Said parcel is known as parcel number 122D3 A022 on the Athens-Clarke County tax maps being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A shall be noted on said Official Zoning Map in the office of the Clerk of Commission, 301 College Avenue, Athens, Georgia, and duly noted in the minutes of the Commission meeting.

SECTION 2. The following conditions of zoning are associated with this ordinance:

1. The applicant shall be allowed to build the proposed 40-unit building as a replacement for the one that burned down in 2012. Additional development is not permitted without a sewer and water capacity evaluation and approval.
2. No direct, vehicular access shall be permitted to Fortson Dr.
3. Rezone to RM-3 is only to include portions of tract currently zoned RM-2.

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



The Official Zoning Map of Athens-Clarke County

Legend

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

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

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

330 165 0 330 660 990 Feet

ATTACHMENT A	ZONE-2023-03-0433 REZONE
540	125 BAXTER DRIVE Chris Hunkele / Terminus Design Group 125 Baxter LLC
FROM: RM-2, C-G, RS-15	TO: RM-3

TAX PARCEL #	PLANNING COMMISSION MEETING DATE	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE
122D3 A022	June 1, 2023	August 1, 2023

ATHENS-CLARKE COUNTY PLANNING COMMISSION
RECOMMENDATION

DATE: 6.1.23	**FILE NO:** ZONE-2023-03-0433

LOCATION: 125 Baxter Drive
APPLICANT: Chris Hunkele
OWNER: 125 Baxter LLC
REQUEST: From *Mixed Density Residential* to *Main Street Business*
COMMISSION DISTRICT: 10

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Absent				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Absent				Lucy Rowland Present	X		
Matthew Hall, Vice-Chair Present				Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	5	0	0

For: Chris Hunkele
Against: Jeb Bradberry, Richard Warner, James Burns, Steve Everett, Trey Byus, Russell Ewing, Lindy Weaver, Mike Martinson, Scott Reed, George Hogan

Discussion: The discussion focused on the relationship/impact to Fortson Dr. Most in opposition cited traffic concerns, some mentioned the increase in density and quality of life. Many had questions about direct access to Fortson Dr, staff and the applicant both stated this was impractical and a condition had been recommended to prevent that connection. The Planning Commission discussed the access to daily needs & jobs along with a need for more housing. As well as the requirements for any activity, beyond the reconstruction of the 40-unit building, to need further evaluation and permission.

Motion: Ms. Kinman made a motion to approve. Ms. Rowland seconded the motion and it carried 5-0.

DATE: 6.1.23	FILE NO: ZONE-2023-03-0433

LOCATION: 125 Baxter Drive
APPLICANT: Chris Hunkele
OWNER: 125 Baxter LLC
REQUEST: From RM-2, C-G, & RS-15 to RM-3 (Mixed-Density Residential-2, Commercial-General, & Single-Family Residential-15 to Mixed-Density Residential-3)
COMMISSION DISTRICT: 10

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Absent				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Absent				Lucy Rowland Present	X		
Matthew Hall, Vice-Chair Present				Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	5	0	0

For: Chris Hunkele
Against: Jeb Bradberry, Richard Warner, James Burns, Steve Everett, Trey Byus, Russell Ewing, Lindy Weaver, Mike Martinson, Scott Reed, George Hogan

Discussion: See discussion on previous Future Land Use sheet

Motion: Ms. Kinman made a motion to approve with conditions. Ms. Rowland seconded the motion, which passed 5-0.

Conditions:

1. The applicant shall be allowed to build the proposed 40-unit building as a replacement for the one that burned in 2012. Additional development is not permitted without a sewer and water capacity evaluation and approval.
2. No direct, vehicular access shall be permitted to Fortson Dr
3. Rezone to RM-3 is only to include portions of tract currently zoned RM-2

STAFF REPORT
REZONE
125 BAXTER DRIVE
ZONE-2023-03-0433
JUNE 1, 2023

APPLICANT: .....Chris Hunkele / Terminus Design Group
OWNER: .....125 Baxter, LLC
FUTURE LAND USE REQUEST: .....From *Mixed Density Residential* to *Main St. Business*
ZONING REQUEST: .....From RM-2, C-G & RS-15 to RM-3
TYPE OF REQUEST: .....Type I
LOCATION: .....125 Baxter Drive
TAX MAP NUMBERS: 122D3 A022
COUNTY COMMISSION DISTRICT: 10
SIZE OF REZONING AREA: .....18.56 Acres
PRESENT USE: .....Residential Multi-Family
PROPOSED USE: .....Residential Multi-Family
PUBLIC NOTICE POSTED: .....May 17, 2023
STAFF RECOMMENDATION: .....**FLU: *APPROVAL WITH CONDITIONS***
.....**ZONE: *APPROVAL WITH CONDITIONS***
PLANNING COMM. RECOMMENDATION: .....**FLU: *APPROVAL WITH CONDITIONS***
.....**ZONE: *APPROVAL WITH CONDITIONS***
MAYOR & COMMISSION AGENDA SETTING: ...July 18, 2023 (tentative)
MAYOR & COMMISSION VOTING SESSION: .....August 1, 2023 (tentative)

I. Summary Recommendation

The applicant is requesting a rezone at 125 Baxter Drive from Mixed-Density Residential 2 (RM-2), Commercial General (C-G) & Single Family Residential (RS-15) to Mixed-Density Residential-3 (RM-3) for the purpose of constructing a 3-story apartment building containing approximately 40 units. This would replace an apartment building that burned in 2012 and was not able to be replaced within the one-year replacement window, as described in the Existing Conditions section. The applicant has also indicated that they would consider redeveloping some of the other buildings on the site in the future. The zoning request also requires a change to the Future Land Use Map from *Mixed Density Residential* to *Main Street Business*.

In Staff's opinion, the proposal is consistent with the Comprehensive Plan, especially in its emphasis on developing and redeveloping sites that have full public services and a relatively high degree of multi-modal transportation access to an array of daily destinations. These destinations include public schools, the library, the University campus, healthcare providers, and the Beechwood and Baxter commercial nodes.

The site sits directly behind properties designated for *Main Street Business* along Baxter Street. While the site does not have the ground-floor commercial uses that are a hallmark of the *Main Street*

Business Future Land Use, adding residential units to the site does provide a customer base to support those businesses. In this way, the request can be deemed compatible with the Future Land Use Map.

The request for RM-3 zoning would create an isolated district since there are no properties in the area that are currently zoned RM-3. The primary difference between RM-2 and RM-3 is the doubling of allowable density, but the other standards for these two zones are very similar—as shown in the Section 3.E. table and the identical lists of allowable uses. A detailed comparison of the differences between RM-2 and RM-3 zoning reveals that RM-3 zoning represents an incremental increase in land use intensity rather than a dramatic shift. RM-3 is the smallest zoning change that would allow the applicant to rebuild the units that were lost in the fire. Given these considerations, the request for RM-3 can be deemed compatible with the Zoning Map.

The applicant has also stated that they will reserve 10-15% of the new units for affordable housing to comply with Section 9-27's Inclusionary Zoning Ordinance. The applicant is allowed a 50% density bonus in exchange for those inclusionary units that could potentially accommodate their redevelopment plans without any changes to the Future Land Use or Zoning Maps.

Since a binding plan is not required or proposed with this request, Staff have reviewed the plan for general compliance with the Code. At this time, no general compliance issues have been identified. If approved the proposal will be reviewed for code compliance at the time of permitting review. While Staff deems the request to be compatible with the Comprehensive Plan, Future Land Use Map, and Zoning Map, **Staff is recommending approval with condition** of both requests because sewer service in this basin is limited.

Conditions:

1. The applicant shall be allowed to build the proposed 40-unit building as a replacement for the one that burned in 2012. Additional development is not permitted without a sewer and water capacity evaluation and approval.
2. No direct, vehicular access shall be permitted to Fortson Dr
3. Rezone to RM-3 is only to include portions of tract currently zoned RM-2

Planning Commission Recommendation: **Commissioners voted to recommend approval with conditions** of both the Future Land Use and Zoning requests because of the need for more housing and the benefits of locating that housing close to daily destinations.

Conditions:

1. The applicant shall be allowed to build the proposed 40-unit building as a replacement for the one that burned in 2012. Additional development is not permitted without a sewer and water capacity evaluation and approval.
2. No direct, vehicular access shall be permitted to Fortson Dr
3. Rezone to RM-3 is only to include portions of tract currently zoned RM-2

II. Purpose of Applicant Request

A. Proposal

The applicant is requesting a rezoning at 125 Baxter Drive from RM-2, C-G & RS-15 to RM-3 for the purpose of constructing a 3-story apartment building containing approximately 40 units. The purpose of this request is to allow the complex to reconstruct a 16-unit (28 bedroom) building lost to fire in 2012. While the purpose of the request is to build back the lost building, the rezone would grant a

density increase from 24 units/ac to 50 units/acre that opens the possibility of additional redevelopment on this site. Forty parking spaces would also be provided. Since RM-3 zoning is not permitted in the existing *Mixed Density Residential* Future Land Use, the application includes a request to change the Future Land Use Map to *Main Street Business*. No construction plans have been provided as part of the application, but the survey does show locations on the parcel that the applicant has identified as redevelopment opportunities. In addition to the aforementioned 40-unit apartment, the applicant included options for replacing the 70-unit 160 Dudley Drive building ("500 Building") with a 3-4 story apartment building wrapped around a parking deck, and replacing the townhouse-style Building 13 with a higher-density building. The applicant has proposed to reserve 10-15% of the new units for deed-restricted affordable housing to meet Section 9-27's Inclusionary Zoning Ordinance.

B. Existing Conditions

The subject property contains an apartment complex that sits between a neighborhood of single-family detached houses along Fortson Drive and the commercial uses on Baxter Street. The property is zoned RM-2, C-G & RS-15. The northern property line is bordered by multiple Commercial-General (C-G)-zoned properties along Baxter Street, with an exception for the C-N (PD) (Commercial-Neighborhood, Planned Development) parcel that contains the Kroger fuel center. Dudley Drive forms the western property line. The parcels across Dudley Drive from the property are zoned Government and contain the Athens-Clarke County Public Library and Clarke Middle School. A small undeveloped parcel along the southern property line is also zoned RM-2 but the rest of that line is bordered by Single-Family Residential-15 (RS-15)-zoned properties containing single-family detached houses. The short eastern property line is bordered by an undeveloped parcel that is zoned RM-2.

Built in 1964-1965, and renovated in 1978, the complex currently has 357 apartments (444 bedrooms) spread across 15 buildings on 18.56 acres. They are broken down into 22 studios, 264 1-bedroom units, 56 2-bedroom units, 14 3-bedroom units, and 1 4-bedroom unit. The existing count is less than what was originally built because 16 apartments (28 bedrooms) were lost when one of the buildings burned in 2012. After a fire, Athens-Clarke County allows property owners to replace the destroyed building administratively with an identical new building, even if it was legal non-conforming, ("grandfathered in"), as long as the replacement occurs within one calendar year of the date of the loss. In this case, the applicant was not able to build back within that one-year window. The applicant explored several paths to rebuilding and redevelopment with Staff before settling on this rezone request.

III. Policy Analysis

A. Compatibility with Comprehensive Plan

The 2023 Comprehensive Plan calls for the following policies:

Housing

- Increase the supply and variety of quality housing units, at multiple price points, in multiple locations, to suit the needs of a variety of households.
- Increase access to affordable housing

The existing property has several types of apartment buildings with multiple unit configurations, including a higher proportion of 1-bedroom units than has been seen in more recent apartment construction. The proposal would add more housing to the property and the applicant has proposed

to reserve 10-15% of the new units for deed-restricted affordable housing to meet Section 9-27's Inclusionary Zoning Ordinance. The applicant states that the current complex serves as workforce housing. In some quarters, this is referred to as Naturally Occurring Affordable Housing (i.e. market-rate rents that are affordable without a public subsidy). Any building, either the proposed 40 units or other potential redevelopment of the 500 Building or Building 13, as referenced in the application report, is likely to be closer to market rate since new construction will likely cost more to rent. The deed-restricted units would offset some of this potential cost difference. On the other hand, adding more housing in this central location offers more people the opportunity to benefit from living in proximity to many important and useful destinations like schools and grocery stores.

Land Use

- Infill and redevelopment should be prioritized over greenfield expansion.
- Create nodal development tied to transportation, healthcare, schools, jobs, workforce, and housing.
- Re-examine zoning standards to ensure that they are delivering on community objectives such as affordable housing, provision of parkland and greenspace, environmental sustainability, etc.
- Cooperate with the Clarke County School District to select mutually beneficial sites for schools and support appropriate land uses for adjacent properties.

This proposal represents a redevelopment opportunity on a site with access good proximity and access to multiple public schools, a major hospital, the public library, the University campus, and the Beechwood and Baxter commercial nodes—including a grocery store, theater, restaurants, and retail. This is a prime site to offer many people the opportunity to benefit from living close to lots of important and useful destinations. It is also an opportunity to test our zoning standards to see if they are delivering on community objectives.

Transportation and Infrastructure

- Decrease automobile trips by providing and incentivizing alternative transportation modes.

A location that is close to daily destinations is the greatest factor in determining people's transportation options. Proximity, access to sidewalks and other multi-modal options combined with residential density result in better resource allocation and use. Therefore, adding more units to a site that is close to so many destinations is a great opportunity to boost the freedom of access for more people—especially those who don't or can't drive.

Environment and Recreation

- Encourage walking and biking as a means of living a healthy life.
- Encourage parks, schools, and community facilities to be located as focal points in neighborhoods.

The location lends itself to more environmentally sustainable transportation choices like walking, biking, and busing, and provides an opportunity to connect these modes to the school and library across Dudley Drive. The applicant should protect the onsite stream and consider designs that enhance the stream as an amenity.

Design

- Create appealing and inviting community gateways and corridors.
- Encourage the creation of publicly accessible gathering spaces within neighborhoods and development projects.

This proposal has an opportunity to reshape the Baxter St corridor by adding residential densities that can support services and transportation options. Such a design aligns with the comprehensive plan in terms of creating a stronger urban fabric and proper resource allocation to benefit people and movement.

Like many mid-century apartment complexes, this site did not emphasize the creation of publicly accessible gathering spaces, although there is a pool onsite. Redevelopment presents an opportunity for incorporation of well-designed and attractive gathering spaces. There is also an opportunity to use architectural design elements to create appealing and inviting buildings that complement the Baxter Street corridor.

Overall, the proposal is consistent with the Comprehensive Plan, especially in its emphasis on developing and redeveloping sites that have full public services and a relatively high degree of multi-modal transportation access to an array of daily destinations.

B. Consistency with Future Land Use Map

The 2023 Future Land Use Map designates the subject parcel as *Mixed Density Residential*, which is described as follows:

Mixed Density Residential

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

The applicant has requested a change to the Future Land Use Map from *Mixed Density Residential* to *Main Street Business* because the requested RM-3 zoning is not allowed in the *Mixed Density Residential* Future Land Use. The requested *Main Street Business* Future Land Use is described as follows:

Main Street Business

These are commercial areas where development of a storefront commercial type is encouraged. The uses are generally small-scale, but larger-scale uses can be integrated within a Main Street Business classification if a small-scale storefront is developed along the street facade, with the larger development located behind. Larger-scale uses should only be developed in instances where they are compatible with the adjacent uses. Retail and office uses should dominate the ground floors of the Main Street Business facades, with residential uses encouraged on second and third stories. Auto-oriented uses, such as vehicle repair and maintenance, drive-through restaurants, and vehicle sales, are not included in this designation. Walkability and pedestrian scale are important and the development should be oriented to the street with sidewalks, street trees, and pedestrian access provided.

The entire northern property line borders parcels that are designated for the *Main Street Business* Future Land Use, so the request would not create an isolated district. The description for the *Main Street Business* land use envisions development of neighborhood-scale commercial buildings with the potential for residential uses on top of ground-floor commercial uses along neighborhood corridors like Baxter Street. This contrasts with the *General Business* Future Land Use for county-wide or

regional-scale commercial uses along major corridors like Atlanta Highway. According to the Compatibility Matrix (Table 9-4 in the Zoning Ordinance and Development Standards), the *Main Street Business* Future Land Use also allows both RM-2 and RM-3 zoning—both of which only allow commercial uses under limited conditions. These multi-family zoning categories are allowed because their higher densities create the residential base to support the neighborhood businesses. In Staff's opinion, extending the *Main Street Business* designation to the subject property, in spite of its lack of commercial uses, meets the intent of the *Main Street Business* Future Land Use by providing a large residential base of support for adjacent businesses. Therefore, the request can be deemed consistent with the Future Land Use Map.

C. Consistency with the Zoning Map

The applicant has requested a rezone from RM-2, C-G & RS-15 to RM-3. The following information has been provided to compare the difference in development intensity between the existing RM-2 (Mixed-Density Residential-2) zoning and the requested RM-3 (Mixed-Density Residential-3) zone. Broadly, a comparison of scale, use, and design is offered here to help decision makers evaluate the changes that would be allowed if the request is approved. In terms of building scale, the following chart illustrates the differences in size and scale of buildings that could be constructed:

	CURRENT	REQUESTED
Standard	**RM-2 Zoning Ordinance**	**RM-3 Zoning Ordinance**
Minimum Lot Size	5,000 sq. ft.	5,000 sq. ft.
Density	24 units (bedrooms) / acre	50 units (bedrooms) / acre
Max Lot Coverage	65%	75%
Max Building Height	35 feet	40 feet
Setbacks	6-10* feet	6-10* feet
Conserved Canopy	50% lot coverage	45% lot coverage
Total Canopy	25% lot coverage	15% lot coverage
Parking	1-2 spaces / unit	1-2 spaces / unit

* Rear Setbacks increase if building height exceeds 25 feet

The Athens-Clarke County Zoning Ordinance includes a list of defined uses and designates where they can or cannot be established. In this case, there are no differences in allowed uses between the current RM-2 zoning and the proposed RM-3 zoning. Both zones are subject to the design standards of Section 9-25. The primary difference between the two zones is the doubling of allowable density. Otherwise, they have similar requirements.

Prior to the fire, the complex sat at 25 units/acre, one above the RM-2 threshold. After the fire, the density is now 24 units/acre. Since the redevelopment proposal would cross this threshold, the applicant has had to explore several paths to increase the density such as acquiring more land, rezoning, or using the inclusionary zoning bonus, as described below. The applicant ultimately elected to request a rezone. The request would create an isolated district because no parcel in the area is zoned RM-3, but steady population growth and the opportunity for redevelopment of infill properties may lead to more use of this zoning designation. That said, a detailed comparison of the differences between RM-2 and RM-3 zoning reveals that RM-3 zoning represents an incremental increase in land use intensity rather than a dramatic shift. Given these considerations, the request for RM-3 can be deemed compatible with the Zoning Map.

It should be noted, that the applicant states that they will reserve 10-15% of the new units for affordable housing to comply with Section 9-27's Inclusionary Zoning Ordinance. The applicant is allowed a 50% density bonus in exchange for those inclusionary units that could potentially

accommodate their redevelopment plans without any changes to the Future Land Use or Zoning Maps.

D. Consistency with Other Adopted ACCGov Plans, Studies, or Programs

Staff did not identify any other plans, studies, or programs that would apply to this proposal.

IV. Technical Assessment

A. Environment

According the ACCGov Environmental Areas map, there is a stream with an associated stream buffer that runs through the property. Although the complex was built prior to the current environmental areas protection standards, redevelopment of the site would need to be compliant with current standards.

The Arborist has reviewed the survey without comment. The applicant will be expected to comply with all applicable standards for tree management at the time of plans review.

B. Grading and Drainage

The Transportation and Public Works Department has reviewed the proposal and offered the following comments:

- *The report needs to acknowledge that all ACCGov stormwater management requirements, including runoff reduction, will be met when any impervious areas are added or replaced. There appears to be little space available to accommodate these requirements.*
- *A stormwater concept meeting with the Transportation and Public Works Department is needed prior to any site plan submittal.*

C. Water and Sewer Availability

The Public Utilities Department has reviewed the proposal and recommended approval with condition based on the following comment:

- *PUD's sanitary sewer model indicates that sewer capacity is not available in the Brooklyn Creek sub-basin for an additional 26 bedrooms per acre at the 125 Baxter Dr site, which would be allowed by-right under the requested rezone. Adequate capacity does exist for the rebuilding of the previously burned-down building. Additional developments in the Brooklyn Creek basin will need to be evaluated on a case-by-case basis.*
- *PUD is in the process of replacing and upsizing the Brooklyn Creek interceptor to improve capacity. The project is currently expected to be finished in July 2024. As this project progresses, more and more capacity will be gradually made available in this sub-basin. Once the project is completed, additional capacity is expected to be available for future developments in the entire basin. Developments will still need to be evaluated for available capacity on a case-by-case basis, per standard PUD procedure.*

D. Transportation

The Transportation and Public Works Department has reviewed the proposal and offered the following comment:

- *At site plan review, we will need a traffic impact study to determine the effect on future traffic generated from the additional bedrooms.*

E. Fire Protection

The Fire Marshal has reviewed the proposal and offered the following comment.

- *Fire Department access shall meet IFC 2018 Appendix D.*

F. Compliance with the Zoning Ordinance and Development Standards

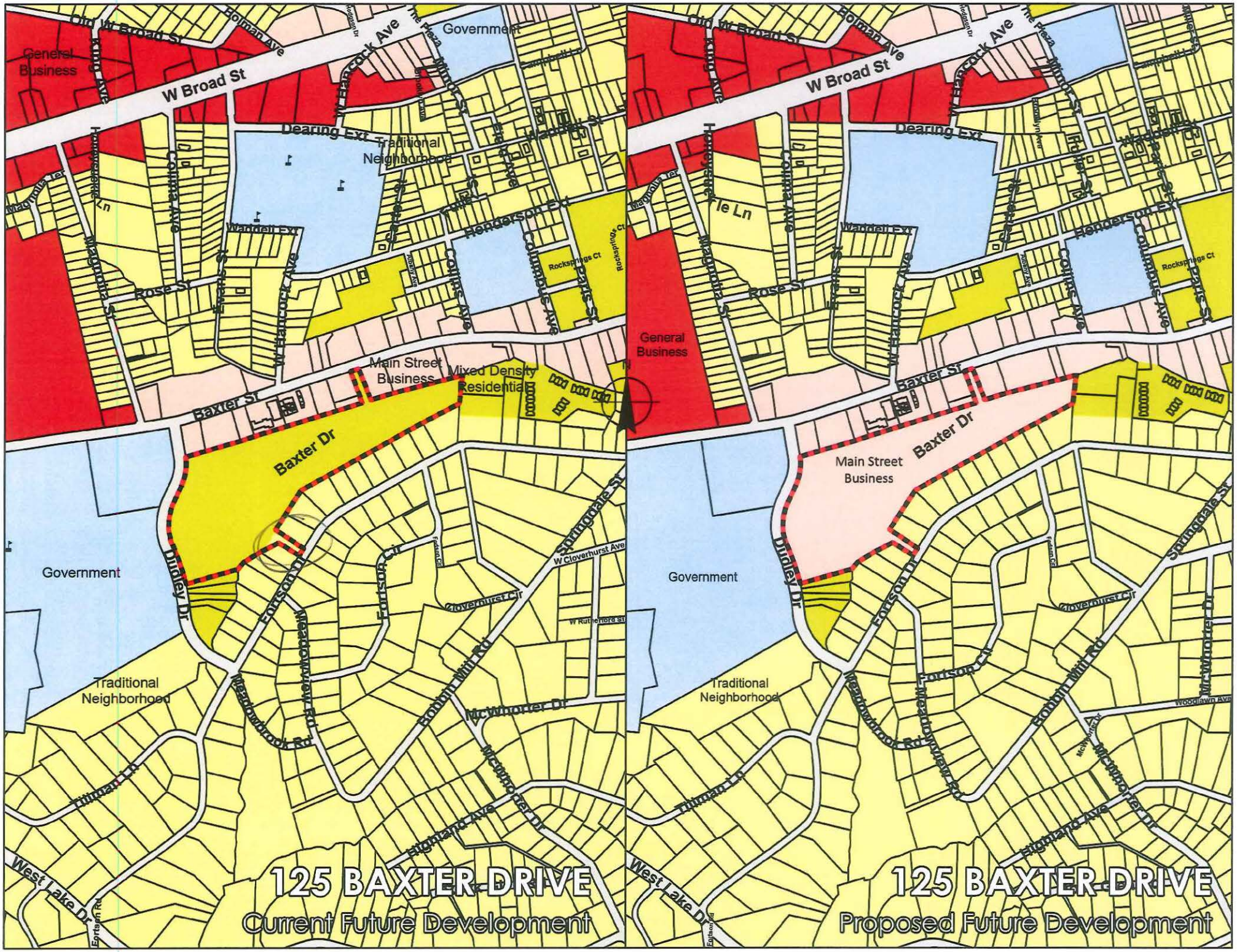
Since a binding plan is not required or proposed with this request, Staff have reviewed the plan for general compliance with the code. At this time, no general compliance issues have been identified. If approved the proposal will be reviewed for code compliance at the time of permitting review. The applicant has not made any waiver requests, so they will be expected to comply with all of the applicable standards.

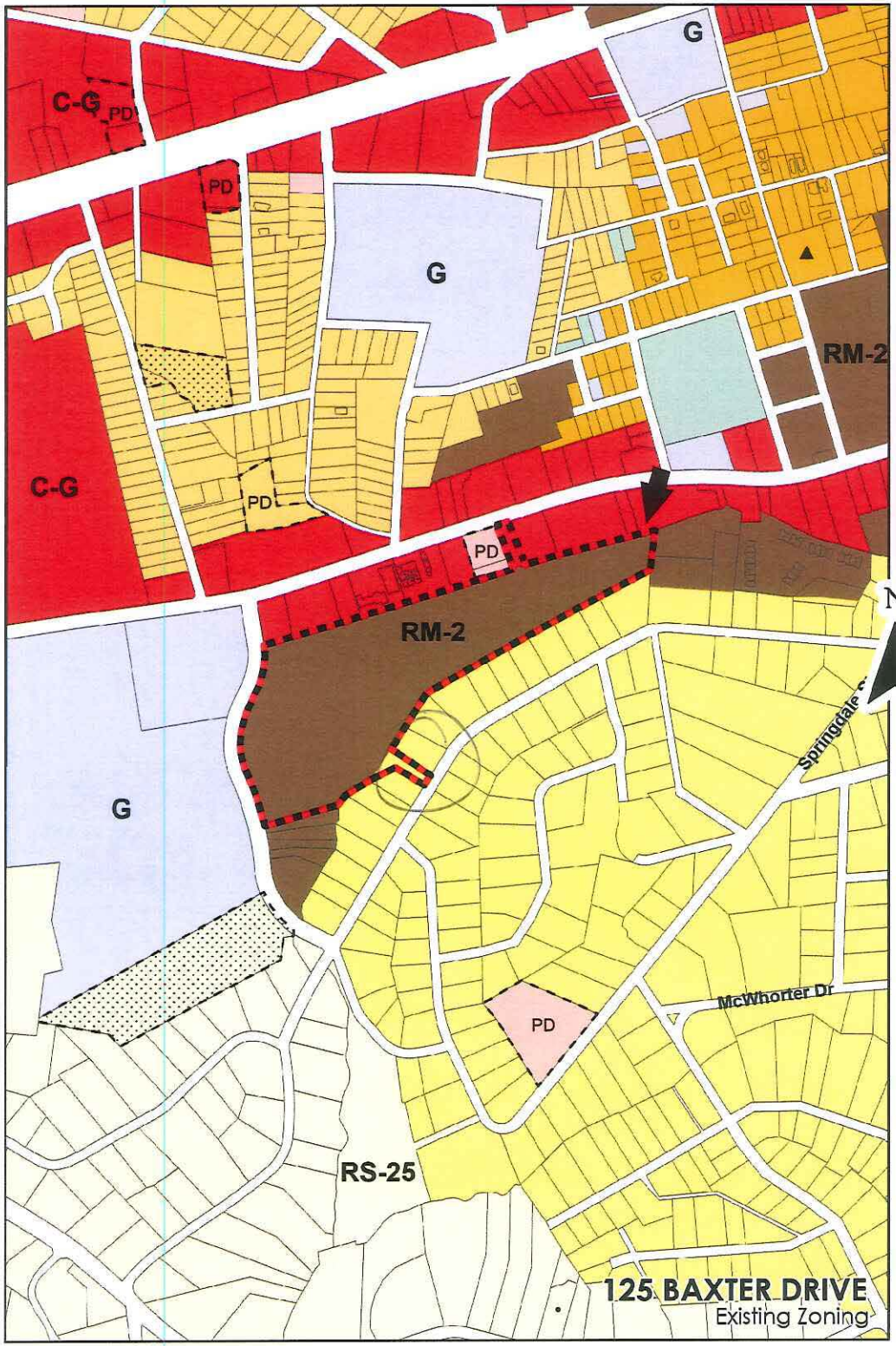
End of Staff Report.

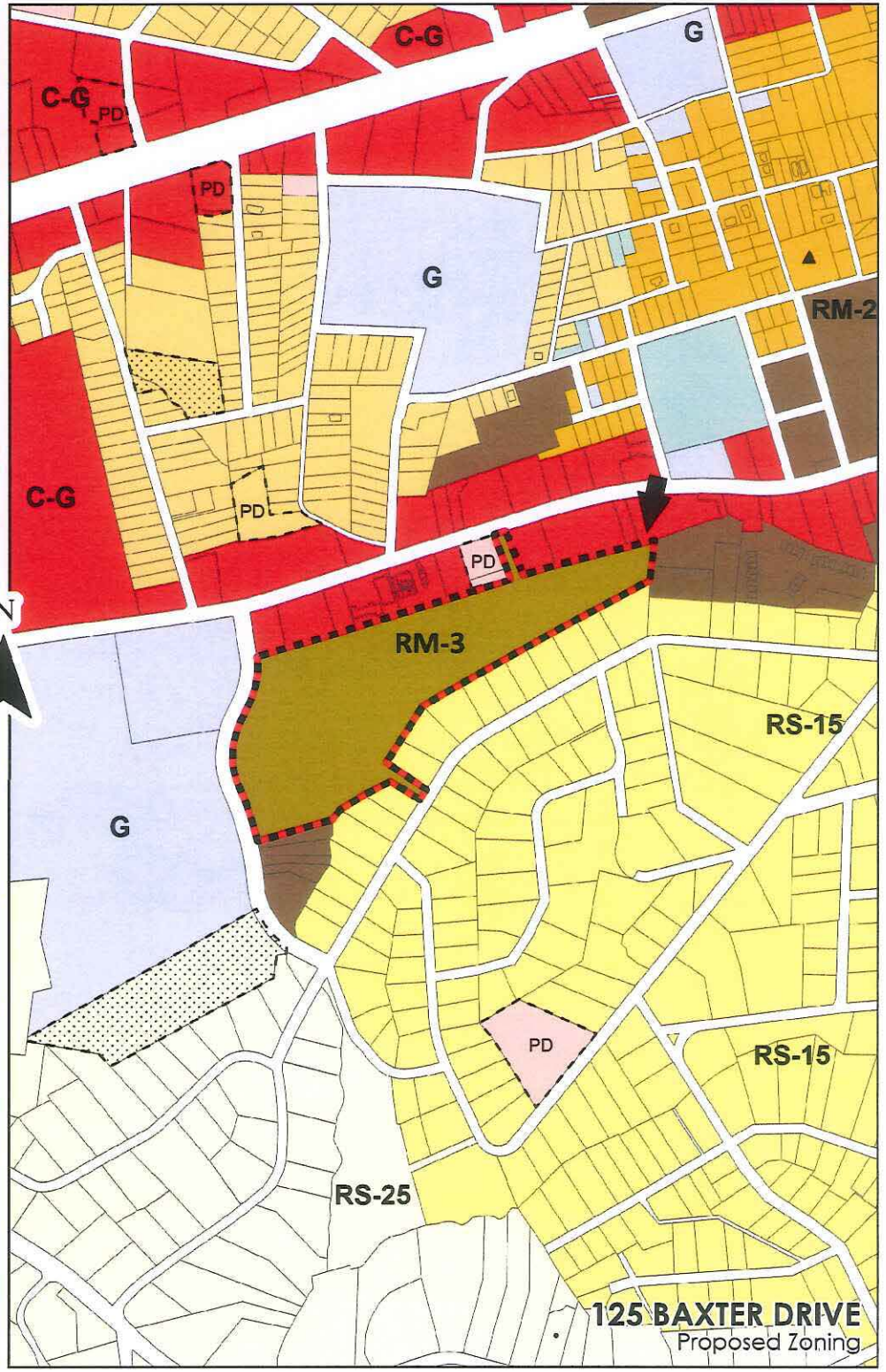
Reviewed — Zoning Criteria Considered by Staff

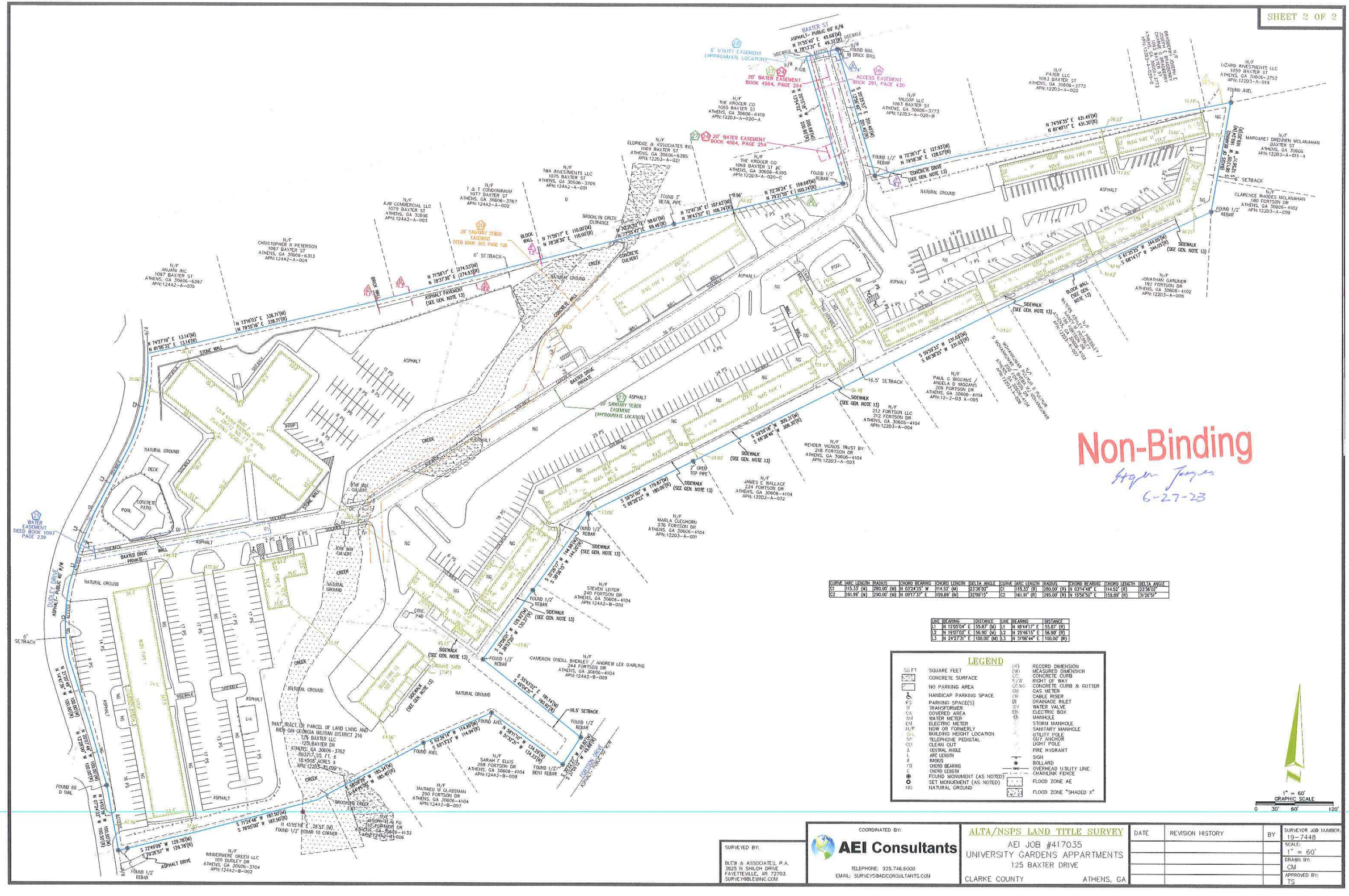
The following factors have been considered as set forth in Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322, 232 S.E.2d 830 (1977).

Reviewed	
☒	The proposed zoning action conforms to the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.
☒	The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.
☒	The proposal will not adversely affect the balance of land uses in Athens-Clarke County.
☒	The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures.
☒	The existing land use pattern surrounding the property in issue.
☒	The possible creation of an isolated district unrelated to adjacent and nearby districts.
☒	The aesthetic effect of existing and future use of the property as it relates to the surrounding area.
☒	Whether the proposed zoning action will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
☒	Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if zoned as requested will not alone constitute a significant detriment.
☒	Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.
☒	Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.
☒	The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.
☒	The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.


General Business
W Broad St
Old W Broad St
Holman Ave
King Ave
W Hancock Ave
The Plaza
Government
Dearing Ext
Traditional Neighborhood
Waddell Ext
Henderson Ext
Columbus Ave
Parks St
Rocksprings Ct
Magnolia St
Rose St
Evans St
Baxter St
Main Street Business
Mixed Density Residential
Baxter Dr
Government
Dudley Dr
Springdale St
W Cloverhurst Ave
Cloverhurst Cir
Fortson Cir
Meadowbrook Rd
Bobbitt Mill Rd
McWhorter Dr
Traditional Neighborhood
Tillman Ln
Highland Ave
West Lake Dr
125 BAXTER DRIVE
Current Future Development
General Business
Main Street Business
Baxter Dr
Fortson Dr
Meadowview Rd
McWhorter Dr
Woodlawn Ave
125 BAXTER DRIVE
Proposed Future Development


C-G
PD
G
RM-2
PD
C-G
PD
PD
RM-2
N
G
Springdale
McWhorter Dr
PD
RS-25
125 BAXTER DRIVE
Existing Zoning


C-G
G
C-G
PD
PD
RM-2
PD
C-G
PD
RM-3
RS-15
G
PD
RS-15
RS-25
125 BAXTER DRIVE
Proposed Zoning


BAXTER ST
ASPHALT- PUBLIC 60' R/W
6' UTILITY EASEMENT (APPROXIMATE LOCATION)
20' WATER EASEMENT BOOK 4564, PAGE 254
ACCESS EASEMENT BOOK 291, PAGE 430
20' SANITARY SEWER EASEMENT DEED BOOK 305, PAGE 528
WATER EASEMENT DEED BOOK 1097 PAGE 239
20' SANITARY SEWER EASEMENT (APPROXIMATE LOCATION)
DUDLEY DRIVE
ASPHALT- PUBLIC 40' R/W
BAXTER DRIVE PRIVATE
FOREST DRIVE
ASPHALT- PUBLIC 25' R/W
N/F THE KROGER CO 1055 BAXTER ST ATHENS, GA 30606-6419 APN:122D3-A-020-A
N/F THE KROGER CO 1069 BAXTER ST #C ATHENS, GA 30606-6395 APN:122D3-A-020-C
N/F ELDRIDGE & ASSOCIATES INC 1069 BAXTER ST ATHENS, GA 30606-6395 APN:122D3-A-021
N/F TWA INVESTMENTS LLC 1075 BAXTER ST ATHENS, GA 30606-3709 APN:124A2-A-001
N/F T & T CONDOMINIUM 1077 BAXTER ST ATHENS, GA 30606-3767 APN:124A2-A-002
N/F AJW COMMERCIAL LLC 1079 BAXTER ST ATHENS, GA 30606 APN:124A2-A-003
N/F CHRISTOPHER R PETERSON 1087 BAXTER ST ATHENS, GA 30606-6313 APN:124A2-A-004
N/F ANJANI INC 1097 BAXTER ST ATHENS, GA 30606-6397 APN:124A2-A-005
N/F VILCOR LLC 1063 BAXTER ST ATHENS, GA 30606-3773 APN:122D3-A-020-B
N/F PATER LLC 1063 BAXTER ST ATHENS, GA 30606-3773 APN:122D3-A-020
N/F LIZARD INVESTMENTS LLC 1059 BAXTER ST ATHENS, GA 30606-3752 APN:122D3-A-019
N/F MARGARET BRENNEN MCLANAHAN BAXTER ST ATHENS, GA 30606 APN:122D3-A-011-A
N/F CLARENCE RHODES MCLANAHAN 180 FORTSON DR ATHENS, GA 30606-4102 APN:122D3-A-009
N/F JONATHAN GARDNER 192 FORTSON DR ATHENS, GA 30606-4102 APN:122D3-A-008
N/F PAUL G WIGGANS / ANGELA D WIGGANS 205 FORTSON DR ATHENS, GA 30606-4104 APN:12-2-03 A-005
N/F 212 FORTSON LLC 212 FORTSON DR ATHENS, GA 30606-4104 APN:122D3-A-004
N/F RENDER VIGNOS TRUST BY: 218 FORTSON DR ATHENS, GA 30606-4104 APN:122D3-A-003
N/F JAMES E WALLACE 224 FORTSON DR ATHENS, GA 30606-4104 APN:122D3-A-002
N/F MARLA CLEGHORN 236 FORTSON DR ATHENS, GA 30606-4104 APN:122D3-A-001
N/F STEVEN LEITER 240 FORTSON DR ATHENS, GA 30606-4104 APN:124A2-B-010
N/F CAMERON ONEILL BYERLEY / ANDREW LEE DARLING 244 FORTSON DR ATHENS, GA 30606-4104 APN:124A2-B-009
N/F SARAH E ELLIS 258 FORTSON DR ATHENS, GA 30606-4104 APN:124A2-B-009
N/F MATHIEU M GLASSMAN 290 FORTSON DR ATHENS, GA 30606-4104 APN:124A2-B-007
N/F WINDERMERE GREEN LLC 100 DUDLEY DR ATHENS, GA 30606-3704 APN:124A2-B-002
N/F 125 BAXTER LLC 125 BAXTER DR ATHENS, GA 30606-3762 603717 SQ. FT. ± 13.4508 ACRES ± APN:122D3-A-022
THAT TRACT OR PARCEL OF LAND LYING AND BEIN GIN GEORGIA MILITIAN DISTRICT 216
NATURAL GROUND
ASPHALT
CONCRETE
CREEK
BROOKLYN CREEK ENTRANCE
CONCRETE CULVERT
BLOCK WALL
STONE WALL
CONCRETE WALL
CONCRETE DRIVE (SEE GEN. NOTE 13)
ASPHALT PAVEMENT (SEE GEN. NOTE 13)
SIDEWALK (SEE GEN. NOTE 13)
6' SETBACK
16.5' SETBACK
BLOCK WALL (SEE GEN. NOTE 13)
WATER METER
ELECTRIC METER
POOL
DECK
CONCRETE PATIO
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.7
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.4
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.6
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.8
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.9
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.5
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.3
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.2
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.1
1 STORY BRICK BUILDING FINISH FLOOR ELEV. = 957.0
1 STORY BRICK BUILDING FINISH FLOOR ELEV. =

NEW APARTMENTS (TO REPLACE THOSE DESTROYED BY FIRE)

AREAS IDENTIFIED FOR POTENTIAL REDEVELOPMENT UNDER RM-3 ZONING

Non-Binding

Steph Jaques 6-27-23

160 DUDLEY DRIVE "THE 500 BUILDING"

BUILDING 13 (TOWNHOMES)

VEHICULAR ACCESS TO FORTSON DRIVE IS NOT PROPOSED AS PART OF THIS REZONING APPLICATION. THE PROPERTY OWNER HAS NO INTENTION OF INCLUDING VEHICULAR ACCESS TO FORTSON DRIVE AS PART OF FUTURE REDEVELOPMENT FOR THE OVERALL SITE.

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	115.33' (M)	280.00' (M)	N 03°24'25" W	114.52' (M)	23°36'02"	C1	115.33' (R)	280.00' (R)	N 03°14'48" E	114.52' (R)	23°36'02"
C2	161.99' (M)	290.00' (M)	N 69°17'37" E	159.89' (M)	32°00'15"	C2	161.91' (R)	295.00' (R)	N 15°56'50" E	159.89' (R)	31°26'51"

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 12°05'04" E	55.87' (M)	L1	N 18°44'17" E	55.87' (R)
L2	N 19°07'02" E	56.90' (M)	L2	N 25°46'15" E	56.90' (R)
L3	N 24°27'31" E	100.00' (M)	L3	N 31°06'44" E	100.00' (R)

LEGEND

SQ.FT.	SQUARE FEET	(R)	RECORD DIMENSION
CS	CONCRETE SURFACE	(M)	MEASURED DIMENSION
NP	NO PARKING AREA	CC	CONCRETE CURB
HC	HANDICAP PARKING SPACE	R/W	RIGHT OF WAY
PS	PARKING SPACE(S)	CCGG	CONCRETE CURB & GUTTER
TF	TRANSFORMER	GM	GAS METER
CA	COVERED AREA	CR	CABLE RISER
WM	WATER METER	DI	DRAINAGE INLET
EM	ELECTRIC METER	WV	WATER VALVE
N/F	NOW OR FORMERLY	EB	ELECTRIC BOX
BHL	BUILDING HEIGHT LOCATION	MH	MANHOLE
TP	TELEPHONE PEDISTAL	SMH	STORM MANHOLE
CO	CLEAN OUT	SSMH	SANITARY MANHOLE
Δ	CENTRAL ANGLE	UP	UTILITY POLE
L	ARC LENGTH	GA	GUY ANCHOR
R	RADIUS	LP	LIGHT POLE
CB	CHORD BEARING	FH	FIRE HYDRANT
C	CHORD LENGTH		SIGN
	FOUND MONUMENT (AS NOTED)		BOLLARD
	SET MONUMENT (AS NOTED)	OHU	OVERHEAD UTILITY LINE
NG	NATURAL GROUND		CHAINLINK FENCE
			FLOOD ZONE AE
			FLOOD ZONE "SHADED X"

1" = 60' GRAPHIC SCALE
0 30' 60' 120'

SURVEYED BY:
BLEW & ASSOCIATES, P.A.
3825 N SHILOH DRIVE
FAYETTEVILLE, AR 72703.
SURVEY@BLEWINC.COM

COORDINATED BY:
AEI Consultants
TELEPHONE: 925.746.6000
EMAIL: SURVEYS@AEICONSULTANTS.COM

ALTA/NSPS LAND TITLE SURVEY
AEI JOB #417035
UNIVERSITY GARDENS APPARTMENTS
125 BAXTER DRIVE
CLARKE COUNTY ATHENS, GA

DATE	REVISION HISTORY	BY

SURVEYOR JOB NUMBER: 19-7448
SCALE: 1" = 60'
DRAWN BY: CM
APPROVED BY: TS

TERMINUS
DESIGN GROUP

UNIVERSITY GARDENS – 125 BAXTER
TYPE 1 REZONING APPLICATION REPORT

Non-Binding
Stephen Jaques
6-27-23

3/3/2023 (Revised 4/17/2023)

Project Information: Tax Map #: 122D3 A022
125 Baxter Drive
Athens, GA 30606

Terminus Design Group is pleased to provide the following details regarding how this application meets the approval criteria for Type I Rezoning. The applicant is seeking a by-right rezoning from RM-2 to RM-3.

1. How the proposed rezoning will conform to the Future Land Use Map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.
    a. While no formal proposals are included in this rezoning application and no binding site plans, the applicant has spoken with Athens-Clarke County Zoning officials at length regarding the new construction of a +/- 40-unit apartment building to replace an apartment building that was destroyed by fire in 2012. The current owner purchased the property in 2013 and was unable to rebuild the destroyed building by right within the required time frame.
        i. To construct a new apartment building, ACC officials advised the Owner to work within the existing RM-2 zoning designation of the 18.56 acre site and balance the existing bedroom and parking counts on property to achieve an increase in density.
        ii. After working through various design exercises it was determined the only way to move forward in replacing the burned building was to apply for a rezoning to RM-3, which would allow for increased density on property.
        iii. Further discussions with Mr. Bruce Lonnee and Mr. Stephen Jaques revealed the increased density could allow the property owner to redevelop the property to include more affordable housing in the future.
        iv. As part of this rezoning request, the property owner is committed to providing 10-15% of new residential units as deed restricted affordable housing to comply with ACC's Inclusionary Zoning Ordinance 9-27. The current portfolio of properties predominantly serves as workforce housing and the property owner's intention with any new development is to continue to operate the property as workforce housing.
        v. The owner and their architect have identified several potential buildings on property which could be demolished to make way for new construction. Those buildings have been identified on a site plan exhibit included with this application.
        vi. Numerous possibilities for redevelopment exist including, but certainly not limited to:
            1. New construction to replace the building destroyed by fire with a +/- 40 unit apartment building consisting of approximately 26,000 square feet distributed over 3 levels with parking for 40 automobiles.
            2. Demolition of the western most apartment building and surface parking lots at 160 Dudley Drive (APN 124A2 B001A), known as "The 500 Building", which currently includes 70 apartments. This site could be redeveloped with a 3 to 4 story garage wrap apartment building. Unit count has not been determined, but this type of development is desirable as it allows for density within a smaller

footprint, reduces surface runoff and environmental impact, and includes a parking deck hidden from view from the public right of way.

3. Demolition of "Building 13" to replace the existing low density townhome style rentals with a new rental model of increased density.
4. Each of these proposals presents an opportunity to include more affordable housing for the community.
5. A Main Street Business classification could also provide opportunity for more retail space to support an increase in density, if proposed.

b. Athens-Clarke County defines Main Street Business as the following:
   i. *"Commercial areas that front on a Main Street corridor* [Baxter Street], *where development of a storefront commercial type is encouraged. The uses are generally small scale, but moderately scaled uses can be integrated within a Main Street if a storefront is developed along the street facade, with the larger scaled use located behind. Larger scale uses should only be permitted in instances where they are compatible with the adjacent uses. Retail and office uses should dominate the ground floors of the Main Street facades, with residential uses permitted in second and third stories. Auto-oriented uses are not included in this designation. Some freestanding housing uses can also be accommodated on the edges of the main street area."*

c. The subject property fronts on Baxter Street, with its primary entrance located between the Kroger gas station and a strip shopping center. The Main Street Business Land Use encourages commercial storefronts at street level and allows larger, compatible uses to be located behind the commercial areas and permits the inclusion of residential uses within this type of development to create a true mixed-use condition.

d. The subject property's current use is multi-family and includes a mix of apartments of varying unit types and sizes. The proposed use is multi-family.

e. The proposed rezoning to RM-3 would provide the option to include more residential density which would pave the way for the production of much needed additional housing to serve the community.

f. Increased density in this location would provide incentives for owners and developers to include more affordable housing in future plans for redevelopment of the subject property.

g. The property's proximity to existing public transit routes make this an ideal location to provide housing for lower income residents and an important piece of the affordable housing development and redevelopment objectives identified in the Athens-Clarke County Comprehensive Plan.

h. This is a strategically important multi-family site for Athens-Clarke County because of its size, location, and transit access and it would be hard to imagine a more suitable property for the RM-3 Zoning designation and reclassification to Main Street Business land use.

i. Furthermore, the owner purchased the property a decade ago, taking it from foreclosure into one of the best naturally affordable options in the market, and is dedicated to long-term holding and redevelopment to provide additional affordable housing to support sustainable growth for the Athens-Clarke County community.

2. The proposed rezoning will not adversely affect the balance of land uses in Athens-Clarke County.
   a. The subject property will continue to be used as multi-family and therefore will not adversely affect the balance of land uses in Athens-Clarke County.
3. Public facility elements of the Comprehensive Plan and how the proposed change will affect the provision of the services anticipated in the plan.
   a. Since the proposed use of the property will not change from its current use, no effect is expected on the provision of services and public facility elements of the Comprehensive Plan.
4. The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.
   a. Mixed-uses and moderate to large scale developments are permitted in the Main Street Business use category.
   b. Adjacent properties located on Baxter Street are designated with Commercial zoning, where multi-family dwellings are permitted outright.

   c. Other adjacent properties in landlocked areas behind Baxter Street and those with street frontage on Dudley Drive are designated with Mixed Density Residential zoning, which allows multi-family dwellings to be permitted outright.

5. The existing land use pattern surrounding the property in issue.
   a. The existing land use pattern surrounding the property consists of commercial and multi-family uses. Since no change in use is proposed on the subject property, this application meets the approval criteria.
6. The possible creation of an isolated district unrelated to adjacent and nearby districts.
   a. Since no change in use is proposed on the subject property, this application will not create an isolated district and therefore meets the approval criteria.
7. The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.
   a. Since no change in use is proposed on the subject property, the population density pattern will not be affected.
   b. The possible future redevelopment proposals mentioned in item 1a could affect these patterns and load on public facilities. However, no substantial density increases are expected at this time that would significantly alter the historic patterns or loads present on this existing multi-family property.
   c. Any future redevelopment proposals that aim to significantly increase density would include the proper studies and surveys to determine impact to loads on public facilities.
8. The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets, and other public safety measures.
   a. Since no change in use is proposed of the subject property, the cost of the Unified Government and other entities will not be affected.
   b. The possible future redevelopment proposals mentioned in item 1a could affect the cost of the Unified Government and other entities, though under these proposals no significant changes are expected at this time which would significantly add to this cost.
   c. Any future redevelopment proposals that aim to significantly increase density would include the proper studies and surveys to determine potential cost of the Unified Government.
9. The possible impact on the environment, including but not limited to drainage, soil erosion, and sedimentation, flooding, air quality and water quality.
   a. Since no change in use is proposed on the subject property, no impact is expected on the environment.
   b. Any future redevelopment proposals that aim to significantly increase density would include the proper studies and surveys to determine environmental impact.
   c. Replacing the destroyed building with new construction would not materially change the historic land use and therefore no impact to the environment is expected at this time.
10. Whether the proposed zoning amendment will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
   a. Since no change in use is proposed on the subject property, and the proposed land use is compatible with those of adjacent properties, the value or improvement of any adjacent properties or deterrent thereof will not be affected.

May 23, 2023

Rhodes McLanahan
180 Fortson Drive
Athens, GA 30606
rmclanahan@gmail.com

Planning Commission
Athens-Clarke County
120 West Dougherty Street
Athens, GA 30601

Re: Proposed Zoning Action – 125 Baxter Street

Dear Members of the Planning Commission,

I am writing to you as a concerned resident of 180 Fortson Drive, regarding the pending request for rezoning filed by Terminus Design Group to increase the zoning density from RM-2 to RM-3 for the property at 125 Baxter Drive. The first I learned of this request was from a Planning Department Letter received last week stating the request would be on the agenda of the June 1, 2023 Planning Commission meeting. Unfortunately, I will be unable to attend the meeting as it has been scheduled during a holiday week.

While I understand and appreciate the need for increased housing and growth within Athens-Clarke County, I have significant concerns about this proposal as it currently stands. Specifically, the lack of clarity surrounding the developer's non-binding project plans and the potential impact of the increased density on our neighborhood. There is currently limited information provided about the nature of the proposed development, such as the number of units, the height of the buildings, the design, and the traffic impact analysis. This makes it extremely difficult for me to assess the potential implications and effectively participate in a discussion about this proposal.

Moreover, the introduction of the increased density and the resulting higher structures could significantly alter the character of our neighborhood and surrounding area. Such buildings can potentially block views, increase shadows, compromise privacy, and possibly contribute to traffic congestion. Our neighborhood currently enjoys a unique character and a family-friendly atmosphere, which could be at risk should this rezoning request be granted without thorough and thoughtful consideration.

I respectfully request that the Planning Commission decline the rezoning request until the developer provides a more detailed plan. This should include specifics on the building design,

the number of units planned, the height of the buildings, the strategies to manage potential traffic increase, and steps to mitigate any potential negative impacts on our community.

Further, I urge the Planning Commission to arrange for a community meeting with the developer, so that we can have an open dialogue about the potential project. It is vital that the community's concerns and insights are heard and considered before any decision is made. Currently, you are giving us essentially a two week notice to form an opinion and provide feedback on a seemingly intentionally vague, non-binding proposal by the developer. Following are examples of the vagueness of the proposal:

"While no formal proposals are included in this rezoning application and no binding site plans, the applicant has spoken with Athens-Clarke County Zoning officials at length regarding the new construction of a +/- 40-unit apartment building to replace an apartment building that was destroyed by fire in 2012. The current owner purchased the property in 2013 and was unable to rebuild the destroyed building by right within the required time frame." What does this even mean? Why can't the planning commission just approve the reconstruction of the fire damaged property without changing the zoning density. The owner obviously would have purchased the property at a discount if it was destroyed in a fire.

"Numerous possibilities for redevelopment exist including, but certainly not limited to:

1. New construction to replace the building destroyed by fire with a +/- 40 unit apartment building consisting of approximately 26,000 square feet distributed over 3 levels with parking for 40 automobiles.
2. Demolition of the western most apartment building and surface parking lots at 160 Dudley Drive (APN 124A2 B001A), known as "The 500 Building", which currently includes 70 apartments. This site could be redeveloped with a 3 to 4 story garage wrap apartment building. Unit count has not been determined, but this type of development is desirable as it allows for density within a smaller footprint, reduces surface runoff and environmental impact, and includes a parking deck hidden from view from the public right of way.
3. Demolition of "Building 13" to replace the existing low density townhome style rentals with a new rental model of increased density.
4. Each of these proposals presents an opportunity to include more affordable housing for the community.
5. A Main Street Business classification could also provide opportunity for more retail space to support an increase in density, if proposed."

There is no commitment or anything that would bind the developer to anything proposed in the above wording, nor is there any study that has been provided to provide some sort of proof that the increased zoning density benefit would outweigh any potential negative consequences of such zoning.

"The subject property fronts on Baxter Street, with its primary entrance located between the Kroger gas station and a strip shopping center. The Main Street Business Land Use encourages commercial storefronts at street level and allows larger, compatible uses to be located behind the commercial areas and permits the inclusion of residential uses within this type of

development to create a true mixed-use condition." The subject property does not FRONT on Baxter Street. The property that FRONTS on Baxter Street is zoned Commercial-General.

"Furthermore, the owner purchased the property a decade ago, taking it from foreclosure into one of the best naturally affordable options in the market, and is dedicated to long-term holding and redevelopment to provide additional affordable housing to support sustainable growth for the Athens-Clarke County community." Based upon the Rezoning Application Report, the resulting property could actually have FEWER affordable options considering the developer is only committing 10-15% to affordable housing.

"Other adjacent properties in landlocked areas behind Baxter Street and those with street frontage on Dudley Drive are designated with Mixed Density Residential zoning, which allows multi-family dwellings to be permitted outright." RS-15 allows for 2 dwelling units per acre. There is only one property on Fortson Drive that is zone RS-15 and is over an acre which is my property that my residence is on which was built by my great grandfather who assuredly would have never envisioned a zoning request that would have the potential to negatively impact the character of the neighborhood.

"The possible future redevelopment proposals mentioned in item 1a could affect these patterns and load on public facilities. However, no substantial density increases are expected at this time that would significantly alter the historic patterns or loads present on this existing multi-family property. c. Any future redevelopment proposals that aim to significantly increase density would include the proper studies and surveys to determine impact to loads on public facilities." Why not hit pause on this proposal and let the developer provide a more detailed plan of use for the property IF a future rezoning request is approved? That way proper studies and surveys can be completed BEFORE a rezoning request is approved that could negatively impact traffic pattern and loads on public facilities.

"b. The possible future redevelopment proposals mentioned in item 1a could affect the cost of the Unified Government and other entities, though under these proposals no significant changes are expected at this time which would significantly add to this cost. c. Any future redevelopment proposals that aim to significantly increase density would include the proper studies and surveys to determine potential cost of the Unified Government." Why not hit pause on this proposal and let the developer provide a more detailed plan of use for the property IF a future rezoning request is approved? That way proper studies and surveys can be completed BEFORE a rezoning request is approved that could increase the cost of the Unified Government and other entities.

"Any future redevelopment proposals that aim to significantly increase density would include the proper studies and surveys to determine environmental impact. c. Replacing the destroyed building with new construction would not materially change the historic land use and therefore no impact to the environment is expected at this time." Why not hit pause on this proposal and let the developer provide a more detailed plan of use for the property IF a future rezoning request is approved? That way proper studies and surveys can be completed BEFORE a rezoning request is approved that could have a negative impact on the environment.

Each of these items assumes they follow through with their proposed development which their rezoning application specifically states there are no binding site plans. A request to rezone of this magnitude deserves a more detailed analysis based upon plans that would bind the developer to the proposed project. As mentioned previously, I can certainly understand the need for workforce and affordable housing in our community. In fact, I'm not entirely opposed to a methodical, thoughtful approach to a redevelopment of 125 Baxter Street. However, neighboring residents should be protected by our Planning Commission with a more thorough evaluation of this request.

Thank you for your time and consideration of these concerns. I am confident that, working together, we can find a solution that both meets the city's needs for housing and growth while preserving the character and quality of life in our neighborhood.

Sincerely,

Rhodes McLanahan
180 Fortson Drive
Athens, GA 30606
rmclanahan@gmail.com

212 Fortson Dr.
Athens, GA 30606
May 30, 2023

SUBJECT: 125 Baxter Drive - Proposed rezoning from RM-2 to RM-3

Dear ACC Planning Commission chairperson and members:

I am a resident homeowner at 212 Fortson Drive in Athens, Georgia. I strongly oppose the proposed rezoning because it will likely change the fundamental character of our neighborhood. More specific reasons include:

1. The property joins my home lot in the Five Points neighborhood, which is zoned residential. The Baxter Drive property is currently zoned RM-2, which is a transitional designation needed to buffer and preserve the residential character of our neighborhood.
2. The rental development would almost certainly cause a surge in vehicle and foot traffic on Fortson Drive, where through traffic has already increased significantly in recent years. Our street has become a major access route from the Beechwood and Baxter Drive areas to the UGA campus and Five Points business district. In addition, Fortson Drive is a narrow, two-lane residential street with little or no potential for widening. Many residents park on the street which reduces traffic flow to one lane.
3. Our neighborhood would be disturbed by demolition and construction noise from the rental development, and by ongoing noise from the forty new apartment units that will be added to the property. Some of these buildings could reach seven stories high, which would be an eyesore to our residential neighborhood bordering the property.
4. The rental development would likely decrease residential property values in our neighborhood. Our property taxes have increased sharply in recent years. Therefore, I am very concerned about preserving the value of my property.
5. The Alps Road School is planning an expansion that will further increase the urban density of our neighborhood. This rental development would add to that pressure and could eventually overwhelm our neighborhood.

The size of the proposed development would dwarf the surrounding neighborhood and fundamentally change its character. The larger neighborhood now consists of single-family homes on Fortson Drive, mixed-use housing within the proposed development itself, numerous locally owned businesses contiguous to the proposed development, the Athens-Clarke County public library and a Catholic hospital on Baxter Street, and a Jewish synagogue and community center on lower Dudley Drive. All said, I believe this is a diverse neighborhood worth saving.

Thank you for considering my objections to the proposed redevelopment. I hope you will act accordingly.

Kind regards,

Gene A. Brewer

To: Athens-Clarke County Planning Commission 125 BAXTER DRIVE – ZONE-2023-03-0433.

We oppose the 125 Baxter Drive rezoning request, 125 BAXTER DRIVE – ZONE-2023-03-0433.
1. 125 Baxter Drive is a residential street and does not front on Baxter Street. This is an open rezoning request which requires no formal proposal and no binding site plans. Citizens and the government of Athens-Clarke County (ACC) need to know the precise result for granting a major zoning change from RM-2 to RM-3 on this 18.56 acre site. RM-2 allows 24 units per acre. RM-3 grants 50 multi-family units per acre thus, multi-family units would increase from the existing 445 units (18.56 x 24) to 928 units (18.56 x 50), an increase of 208% (928/445) in the density. The applicant provides no information at this time.This rezoning appears to be a request to increase density to seek increased profitability for investors.

2. The applicant states repeatedly that the increase in density would allow for an increase in low-income rental units. However, the applicant does not address the use of an existing law that allows an increase of 50% density with low-income units under the existing RM-2 zoning. The citizens and government of ACC has already provided incentives for increasing low-income units under existing RM-2 zoning. There is no need to grant RM-3 zoning with its 280% increase in density to provide an incentive for low-income housing. Such incentives already exist. Existing housing on this property is affordable housing and HOME to people needing affordable, safe, convenient housing. Would any of the proposed, but not required, redevelopments provide more affordable housing at this site than exists now? We think not.

3. Paragraph numbers here refer to the Type1 Rezoning Application Report submitted by Terminus Design Group, LLC, Atlanta. In paragraphs 2-10 the applicant breezily addresses the impacts of the rezoning on the community. In short, there are no impacts, because the use of the property does not change. It's multi-family before and after. So, no impact regardless of the 208% increase in density. For example, the applicant states there will be no impact on the provision of public services (paragraph 3); no change on public facilities for schools, utilities, and streets (paragraph 7); no change in cost of government (paragraph 8); no impact on the environment (paragraph 9); no impact on value of adjacent property (paragraph 10). Really? Density does not matter?

4. In paragraph 5, the applicant implies that ALL surrounding property consists of commercial and multi-family use property. This is false. The entire southern boundary of the applicant's property consists of single-family residential property. Increase in density will result in an increase in traffic and noise/light/visual pollution and reduction of privacy, which will unfavorably impact the single-family residential neighborhood. RM-2 serves as an appropriate buffer to single-family use.
We strongly urge the planning commission to deny applicant's request for the zoning change.

Respectfully submitted,

Stephen and Johnnie Zarzeka
130 Fortson Drive Athens, GA 30606

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA, WITH RESPECT **TO REZONING A PARCEL OF LAND COMPRISING APPROXIMATELY 6.44 ACRES LOCATED AT 2460 WEST BROAD STREET FROM C-G* (COMMERCIAL-GENERAL WITH CONDITIONS) TO C-G (COMMERCIAL-GENERAL)**; AND FOR OTHER PURPOSES.

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

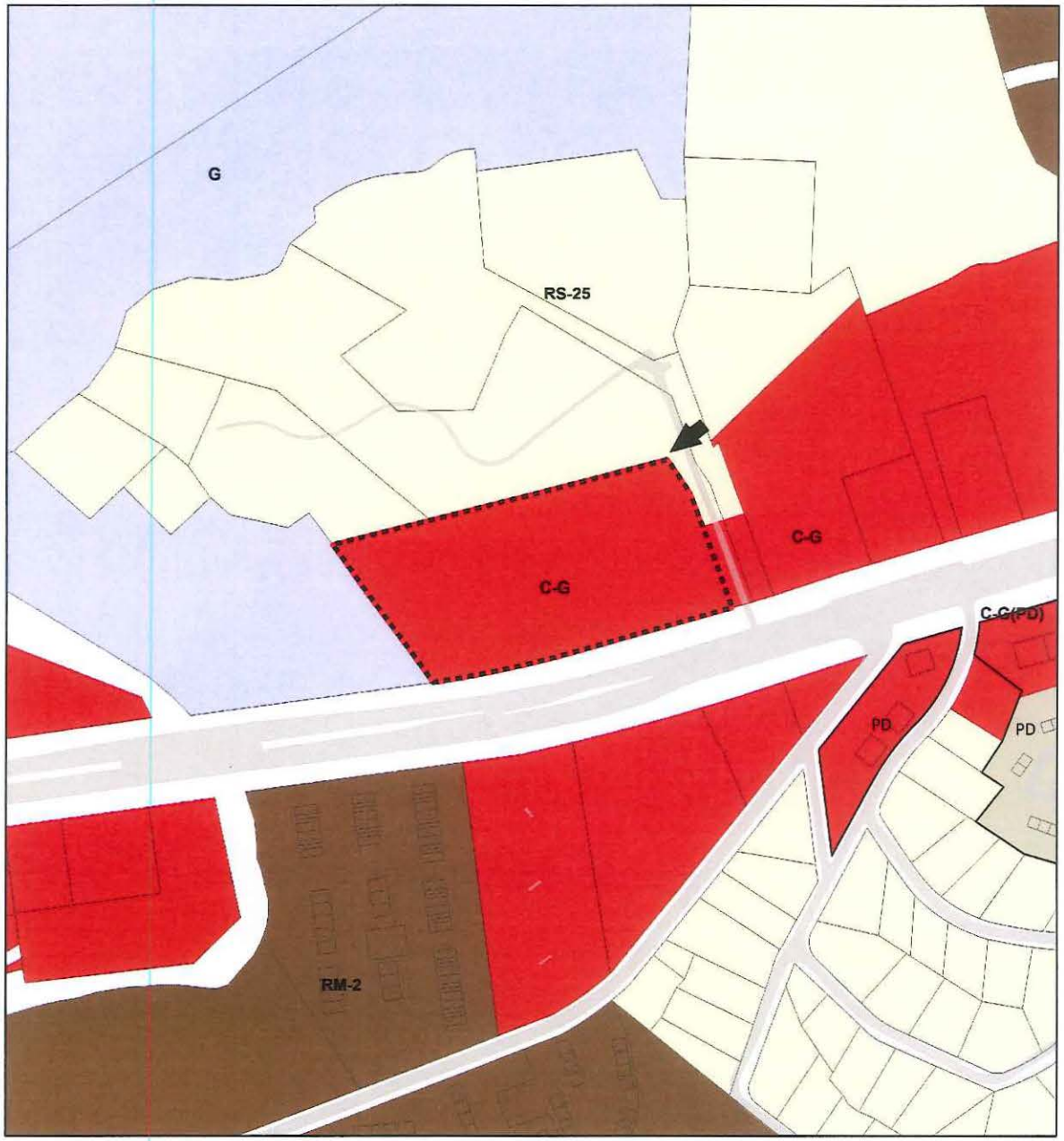
SECTION 1. The map constituting the component part of the Zoning Ordinance of Athens-Clarke County, Georgia, by virtue of and in compliance with Sections 9-3-3 and 9-3-6 thereof, is hereby amended by changing the zoning of a parcel of land comprising approximately 6.44 acres located at 2460 West Broad Street from C-G* (Commercial-General with Conditions) to C-G (Commercial-General) as shown on Attachment A hereto.

Said parcel is more particularly described according to that certain document entitled "Town Place Suites, Aerial, Athens, GA 01.11.2023," prepared by Carter Engineering, and being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. Said parcel is known as parcel number 121 004A on the Athens-Clarke County tax maps, being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A shall be noted on said Official Zoning Map in the office of the Clerk of Commission, 301 College Avenue, Athens, Georgia, and duly noted in the minutes of the Commission meeting.

SECTION 2. The following conditions of zoning are associated with this ordinance:

1. The plan shall have a buffer on the western property line which meets the standards of Athens-Clarke County Code Section 9-15-3(A)(1).
2. The plan shall be designed to allow for a future pedestrian or vehicular connection to the Beech Haven Natural Area along the western property line.
3. The applicant shall amend their plan to create a design for the W. Broad St. driveway that allows entry via left- and right-turns, but only allows right-turns when exiting the property.

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



The Official Zoning Map
of Athens-Clarke County

Legend

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

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

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

250 125 0 250 500 750 Feet

ATTACHMENT A	ZONE-2023-05-0865 REZONE 2460 WEST BROAD STREET Mark Campbell / Carter Engineering Jack Frierson as Trustee of the Susan Steiner Trust U/W Pinckney Alston Steiner, III
541	
FROM: C-G*	TO: C-G

TAX PARCEL #	PLANNING COMMISSION MEETING DATE	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE
121 004A	June 1, 2023	August 1, 2023

DATE: 6.1.23	**FILE NO:** ZONE-2023-05-0865

LOCATION: 2460 West Broad Street
APPLICANT: Mark Campbell / Carter Engineering
OWNER: Jack Frierson as Trustee of the Susan Steiner Trust U/W Pinckney Alston Steiner, III
REQUEST: From C-G* to C-G (Commercial-General with Conditions to Commercial-General)
COMMISSION DISTRICT:

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Absent				Kristen Morales Present	x		
Sarah Gehring Present	x			Taylor Pass Present	x		
Catherine Goodrum Absent				Lucy Rowland Present			x
Matthew Hall, Vice-Chair Present				Monique Sanders Absent			
Alice Kinman Present	x			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	4	0	1

For: Mark Campbell, Kevin Patel, Diego Kirsh
Against: John Ross, Annetta Ross, Bob Ross, Nat Belger

Discussion: The applicant mentioned multiple attempts to develop the site in the past, most of which involved piping the stream, this one would not. Speakers in favor of the project want to see more development to improve the area and provide hotel rooms for larger events in town. Those in opposition cited the value of the greenspace and environment as well as limiting lighting and potential for traffic conflicts turning in/out of W Broad St. The Planning Commission asked about some technical standards that will need to be met. Additionally, they cited the current zoning and FLU and were also concerned about turns in and out of the proposed project.

Motion: After modifying Condition #3, Ms. Morales made a motion to approve with conditions. Ms. Gehring seconded the motion, which passed 4-0. Ms. Rowland abstained because of a family relationship to the property owner.

Conditions:

1. The plan shall have a buffer on the western property line which meets the standards of Athens-Clarke County Code Section 9-15-3(A)1.
2. The plan shall be designed to allow for a future pedestrian or vehicular connection to the Beech Haven Natural Area along the western property line.
3. The applicant shall amend their plan to create a design for the W. Broad St. driveway that allows entry via left- and right-turns, but only allows right-turns when exiting the property.

STAFF REPORT
REZONE
2460 WEST BROAD STREET
ZONE-2023-05-0865
JUNE 1, 2023

APPLICANT: .....Mark Campbell / Carter Engineering
OWNER: .....Jack Frierson, as Trustee of the Susan Steiner Trust U/W Pinckney Alston Steiner, III
ZONING REQUEST: .....C-G* to C-G
TYPE OF REQUEST: .....Type II
LOCATION: .....2460 West Broad Street
TAX MAP NUMBERS: 121 004A
COUNTY COMMISSION DISTRICT: 2
SIZE OF REZONING AREA: 6.44
PRESENT USE: .....Undeveloped
PROPOSED USE: .....Hotel
PUBLIC NOTICE POSTED: .....May 15, 2023
STAFF RECOMMENDATION: .....***APPROVAL WITH CONDITIONS***
PLANNING COMM. RECOMMENDATION: .....***APPROVAL WITH CONDITIONS***
MAYOR & COMMISSION AGENDA SETTING: ...July 18, 2023
MAYOR & COMMISSION VOTING SESSION: .....August 1, 2023

I. Summary Recommendation

The applicant is requesting a rezone from Commercial-General with Conditions (C-G*) back to Commercial-General (C-G) at 2460 West Broad Street for the purpose of building a hotel. In 2008, three conditions were placed on the property as follows: The first condition mandates subdivision of the parcel, the second condition restricts access solely through the existing road to the east (Beech Haven Drive), and the third condition establishes a 50-foot buffer along the western property line. Condition Two, in particular, was placed to consolidate traffic movement onto existing roadways and address traffic concerns on West Broad Street. The purpose of this rezone is to remove the conditions in order to gain access directly from West Broad Street.

The parcel has been subdivided in accordance with Condition One, so this condition is no longer in effect. Conditions Two and Three remain in effect. Due to the challenges of accessing the site from Beech Haven Drive, the applicant is requesting to remove the restriction on access directly from W Broad Street. The proposed driveway has been designed to comply with the 150-foot driveway separation standard, avoid the stream, and align with the median break on West Broad Street. However, due to the potential for high-speed crashes at this particular location, Transportation and Public Works Staff recommend conditioning the driveway design to be exclusively right-in/right-out. The site plan abides by the 50-foot buffer along the western property line, but Staff supports including a buffer condition to protect the Beech Haven Natural Area in the event that the hotel fails to materialize.

Staff supports the Sustainability Office request for a future connection to the Beech Haven Natural

Area, and encourages the applicant to design in a manner that respects this Natural Area. While this connection would go through the 50-foot buffer, Staff believes that the applicant can design the connection to minimize disruption to the buffer. If this connection must include vehicular access, an easement would need to be created. Overall, Staff recommends **approval with the following conditions:**

Conditions:

1. The plan shall have a buffer on the western property line which meets the standards of Athens-Clarke County Code Section 9-15-3(A)1.
2. The plan shall be designed to allow for a future pedestrian or vehicular connection to the Beech Haven Natural Area along the western property line.
3. The applicant shall amend their plan to create a right-in, right-out only driveway design for the W Broad St driveway.

Planning Commission Recommendation: After getting clarity on several technical standards, **Commissioners voted to recommend approval with conditions**. Commissioners voted to modify Staff Condition #3 after consideration of the safety impacts of the project on West Broad Street.

Conditions:

1. The plan shall have a buffer on the western property line which meets the standards of Athens-Clarke County Code Section 9-15-3(A)1.
2. The plan shall be designed to allow for a future pedestrian or vehicular connection to the Beech Haven Natural Area along the western property line.
3. The applicant shall amend their plan to create a design for the W. Broad St. driveway that allows entry via left- and right-turns, but only allows right-turns when exiting the property.

II. Purpose of Applicant Request

A. Proposal

The requested zoning action is to remove the three conditions placed on the property in a previous zoning action back in 2008. These conditions are to subdivide the property, restrict driveway access to an existing drive, and to have a 50-foot-wide buffer along the western property line. The applicant is proposing to build a 16,390 square foot Marriot hotel that will hold 89 rooms with an entrance directly from W Broad Street with 116 proposed surface parking spots. A stream abuts much of the property's frontage, impacting both site layout and access. This property is also adjacent to the 2020 SPLOST-approved Beech Haven Park on the western property line, which is owned by Athens-Clarke County.

B. Existing Conditions

This property is currently undeveloped and is fully wooded except for the stream in the front of the property. In 2008, three conditions were approved for this property:

1. A subdivision plat to create a separate parcel for the subject property shall be recorded in the records of the Clerk of Superior Court of Athens-Clarke County prior to construction plans approval.
2. Access across the frontage of the subject property shall be restricted, and a shared access shall be

provided through the existing drive on the adjacent property.

3. A buffer at least 50 ft wide which meets the standards of Athens-Clarke County Code Section 9-5-3(A)(1) shall be provided along the western property line.

Condition One has been met and is no longer in effect. Conditions Two and Three remain in effect.

The properties to the north are zoned Single Family Residential (RS-25), to the south is zoned Commercial General (C-G), properties to the east are zoned C-G and Single Family Residential (RS-25), and the property to the west is zoned Government (G). Currently there are multiple occupied and vacant residential tracts to the north, hotel and offices to the south, a multi-tenant commercial center to the east and undeveloped land to the west.

III. Policy Analysis

A. Compatibility with Comprehensive Plan

The 2023 Comprehensive Plan calls for the following policies:

Land Use

- Infill and redevelopment should be prioritized over greenfield expansion.

This proposal has little impact on the Athens-Clarke County Comprehensive Plan as the proposed conceptual use is allowed by-right in the current zoning. The parcel has both sewer and water access. This property is along a major corridor in the County and is attempting to use a parcel in an existing urban area, rather than trying to build in a more rural area.

B. Consistency with Future Land Use Map

The 2023 Future Land Use Map designates the subject parcel as *General Business*, which is described as follows:

General Business

These are commercial areas that serve a variety of needs for the residents of the region. It is intended for small- and large-scale retailing and service uses that are auto-oriented, such as Atlanta Highway, Lexington Road and US 29 North. Pedestrian-oriented design is particularly appropriate when these streets contain neighborhood-shopping areas or are adjacent to multifamily housing or residential neighborhoods. Pedestrian circulation in these centers is a primary concern, therefore, connectivity within and to surrounding areas should be encouraged. Internal pedestrian walkways should be provided from the public right-of-way to the principal customer entrance of all principal buildings on the site. Walkways should connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building, store entry points, and plaza space. Walkways shall feature adjoining landscaped areas that contribute to the establishment or enhancement of community and public spaces. The street level facade of these areas should have a scale and architectural elements that relate to pedestrians. Buildings should be oriented to the street corridors which should be lined with street-trees. Small and medium scale retail stores should frame the streets with large-scale retailers located behind with focus given to pedestrian circulation rather than automobiles. Parking lots should not be located at the street front and shared parking should be encouraged.

No change to the Future Land Use Map is required since the proposed zoning action is already consistent with the Map. The proposal is consistent with the Future Land Use description for this use.

C. Consistency with the Zoning Map

The applicant has requested a rezone from C-G with Conditions back to plain Commercial-General. This is consistent with the Zoning Map.

D. Consistency with Other Adopted ACCGov Plans, Studies, or Programs

This property is currently in a Tax Allocation District (TAD) for the West Broad/Hawthorne Ave district. Since the property is vacant, a percentage of taxed revenues from this development will be allocated directly back into the district. This parcel also has the potential to have a connection to the Beech Haven Natural Area.

IV. Technical Assessment

A. Environment

Currently most of the frontage of this property has a stream running through it, creating a 75' riparian buffer which any commercial development has to design around.

The Arborist has reviewed the tree management plan without comment.

B. Grading and Drainage

The Transportation and Public Works Department has reviewed the proposal and offered the following grading and drainage related comments:

- *Please note that the project must meet the ACC runoff reduction requirement. All onsite impervious areas must drain to facilities that provide runoff reduction. Due to the existing topography, it appears an additional stormwater management facility will be needed to infiltrate runoff from the proposed driveway. Where it is downslope of the two facilities shown.*
- *A stormwater management concept meeting with the Transportation & Public Works Department is needed prior to any site plan submittal.*

C. Water and Sewer Availability

The Public Utilities Department has reviewed the proposal and recommend approval with the following comments:

- *ACC Water and Sewer is available*
- *ACC sanitary sewer capacity is becoming limited in this area. Due to the small (<10,000 GPD) estimated demand from this conceptual development, PUD's capacity analysis determined that the sewer system is able to accommodate this development. However, larger developments may exceed the available capacity in this sub-basin. Further development will need to be evaluated on a case-by-case basis.*

D. Transportation

The Transportation and Public Works Department has reviewed the proposal and offered the following transportation-related comments:

- *Must have at least 150' separation from all driveways. GDOT must approve the driveway. We believe the median cut/driveway location will result in high numbers of left turn crashes. Must*

design driveway so that traffic exits to the right only. Right-in, right-out only.

- *Documentation of GDOT approval of the W Broad St access will be needed prior to permitting.*

E. Fire Protection

The Fire Marshal has reviewed the proposal and offered the following comment:

- *Fire Department access shall meet IFC 2018 Appendix D.*

F. Sustainability Office

The Sustainability Office has reviewed the proposal and offered the follow comments:

- *The Sustainability Office is concerned that the ACCGov access drive would be adversely impacted by the proposed drive. The existing drive located at 2480 West Broad currently provides access to residents along Beech Haven Drive and it will also serve as one of ACCGov's access points to the Beech Haven Natural Area. This natural area has entered the planning process and will be open to the public within the next 3 years and is projected to provide access to a future trail head and parking area for the Beech Haven Natural Area access.*
- *Consider planning for a potential link to the Beech Haven Natural Area.*
- *The entire site is within a Legacy Forest. It is recommended that large caliper trees be identified, incorporated into the design, and protected during construction rather than simply stripping the site and replanting.*
- *Consider developing a landscape plan that utilizes a diverse mixture of native plants and a maintenance plan that includes ongoing treatment and removal of Category One invasive plants.*

G. Compliance with the Zoning Ordinance and Development Standards

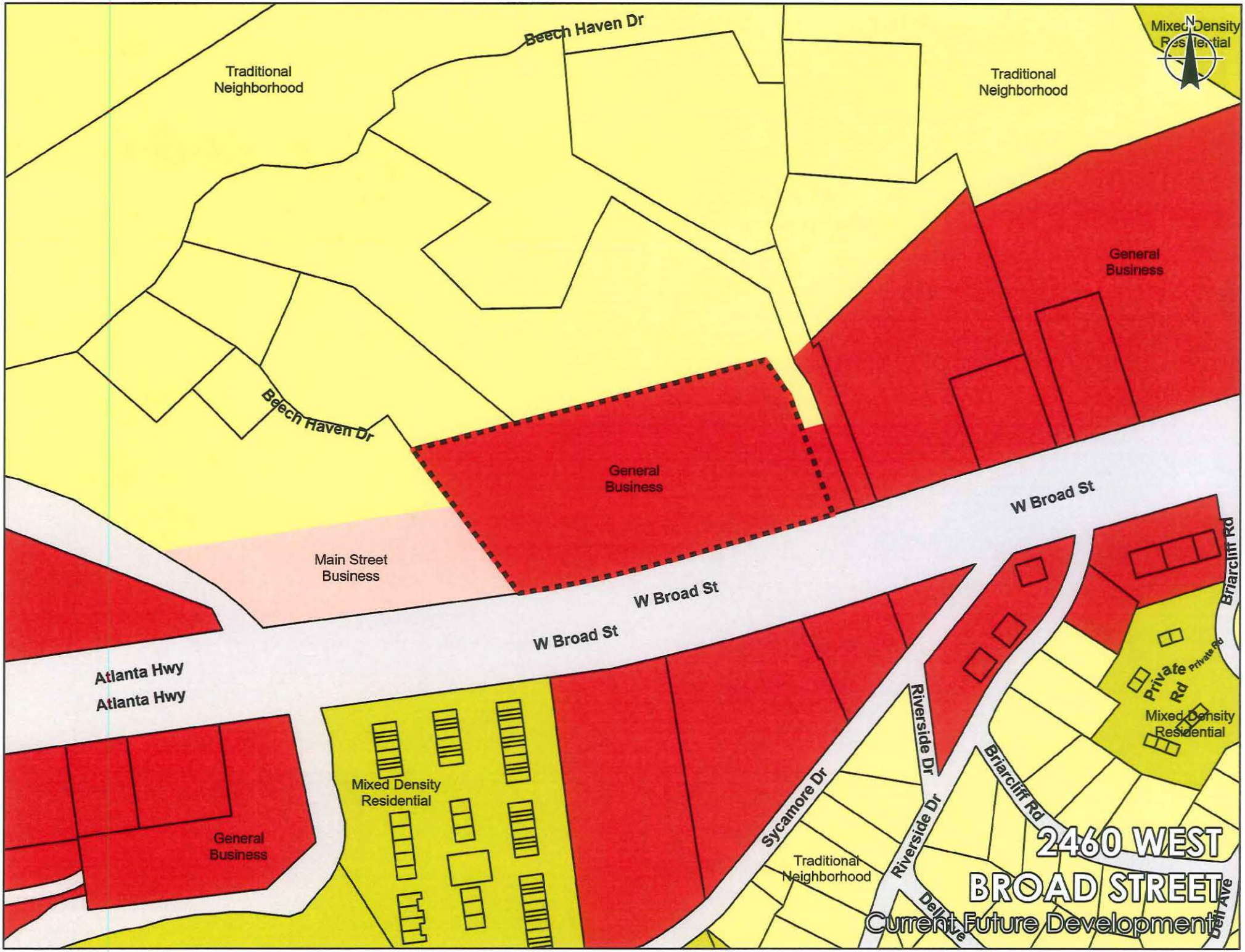
Since a binding plan is not required or proposed with this request, Staff have reviewed the plan for general compliance with the Code. If approved the proposal will be reviewed for code compliance at the time of permitting review. The applicant has not made any waiver requests, so they will have to comply with all of the applicable standards.

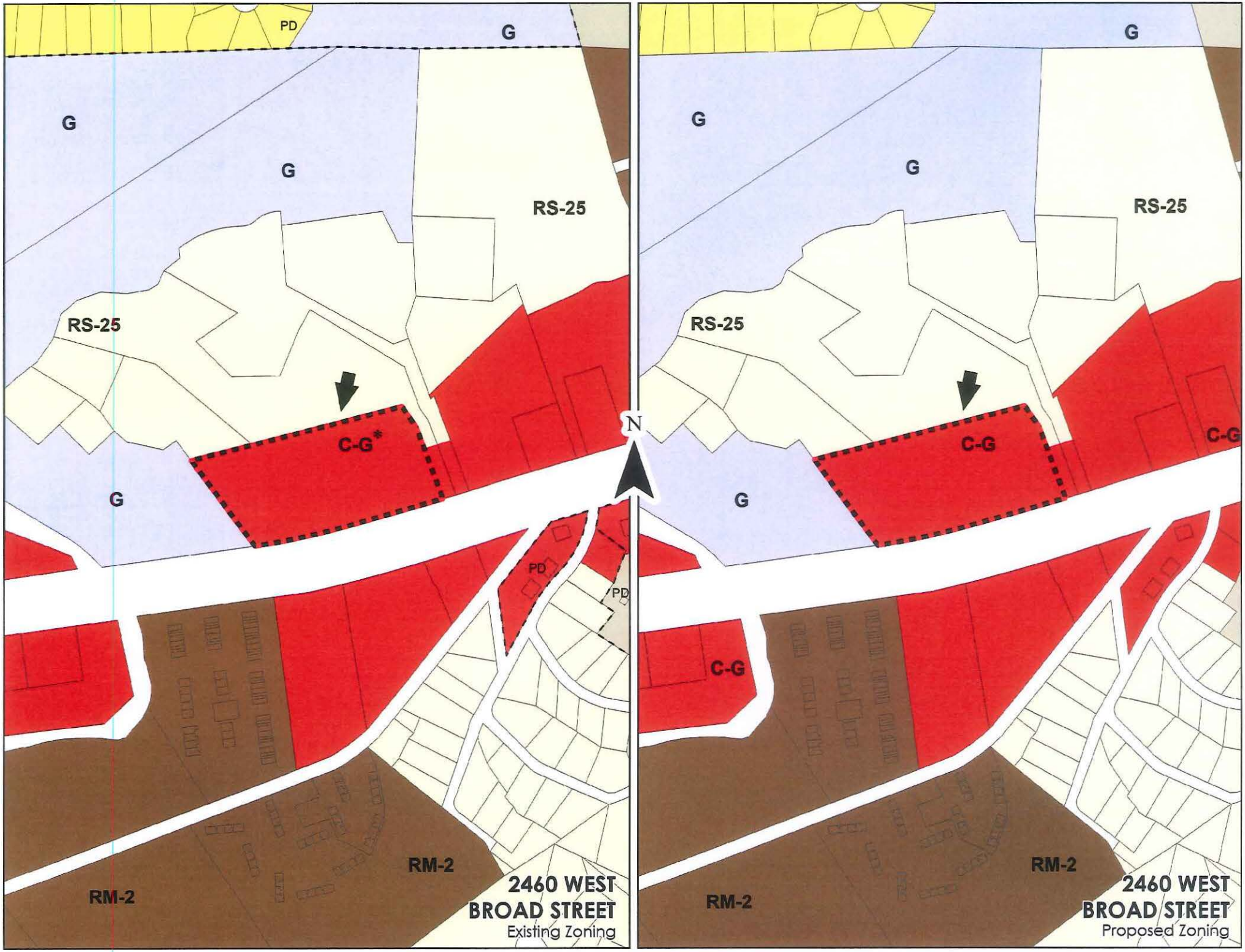
End of Staff Report.

Reviewed — Zoning Criteria Considered by Staff

The following factors have been considered as set forth in Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322, 232 S.E.2d 830 (1977).

Reviewed	
☒	The proposed zoning action conforms to the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.
☒	The proposed use meets all objective criteria set forth for that use provided in the zoning ordinance and conforms to the purpose and intent of the Comprehensive Plan and all its elements.
☒	The proposal will not adversely affect the balance of land uses in Athens-Clarke County.
☒	The cost of the Unified Government and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures.
☒	The existing land use pattern surrounding the property in issue.
☒	The possible creation of an isolated district unrelated to adjacent and nearby districts.
☒	The aesthetic effect of existing and future use of the property as it relates to the surrounding area.
☒	Whether the proposed zoning action will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
☒	Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if zoned as requested will not alone constitute a significant detriment.
☒	Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.
☒	Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.
☒	The population density pattern and possible increase or over-taxing of the load on public facilities including, but not limited to, schools, utilities, and streets.
☒	The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.

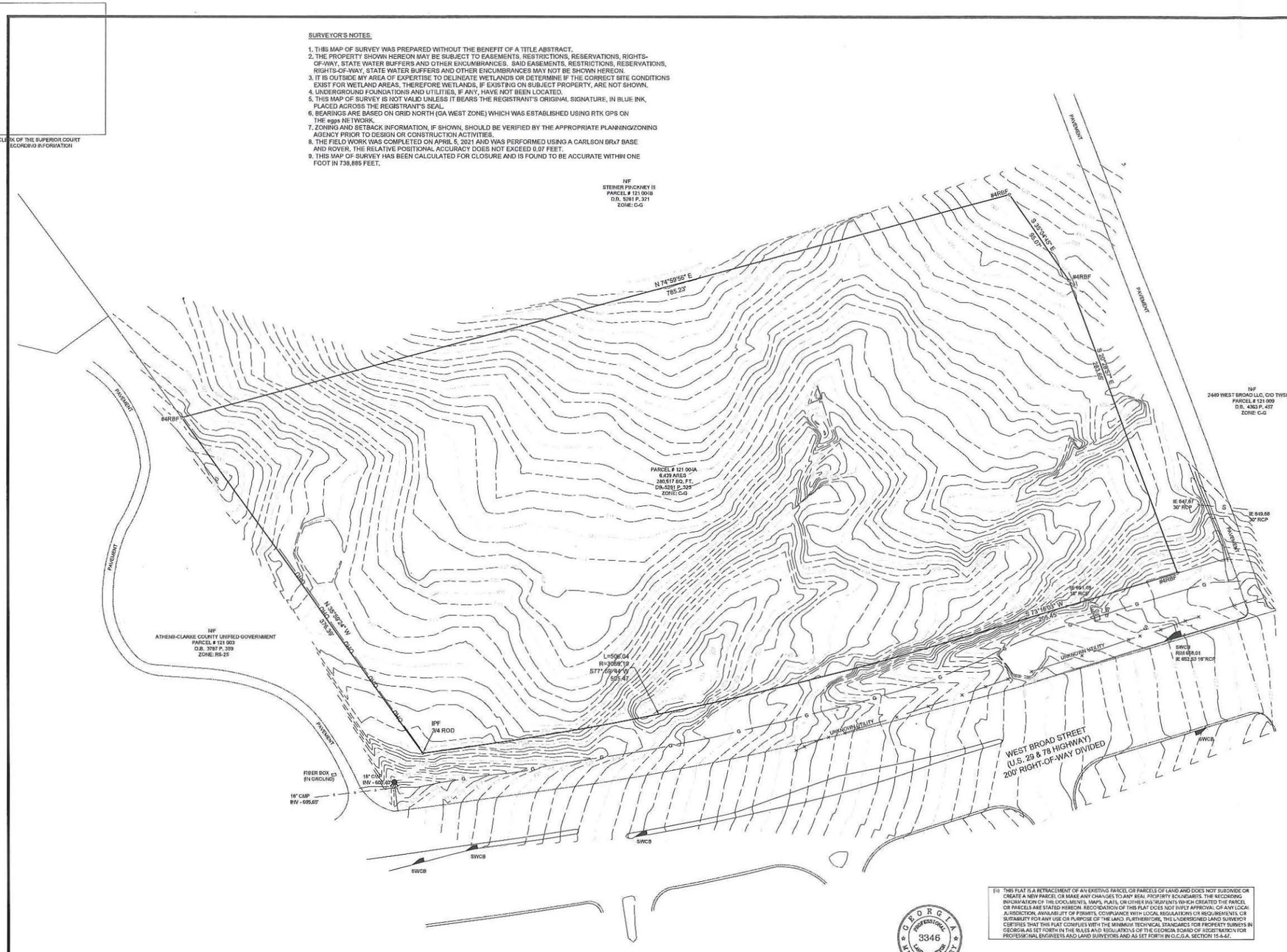

Traditional Neighborhood
Beech Haven Dr
Traditional Neighborhood
Mixed Density Residential
General Business
Beech Haven Dr
General Business
W Broad St
Main Street Business
W Broad St
W Broad St
Briarcliff Rd
Private Rd
Private Rd
Mixed Density Residential
Atlanta Hwy
Atlanta Hwy
Riverside Dr
Sycamore Dr
Briarcliff Rd
Mixed Density Residential
General Business
Traditional Neighborhood
Riverside Dr
Dell Ave
Dell Ave
2460 WEST BROAD STREET
Current Future Development


PD
G
G
G
RS-25
RS-25
C-G*
G
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PD
RM-2
RM-2
2460 WEST
BROAD STREET
Existing Zoning
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G
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RS-25
RS-25
C-G
C-G
G
C-G
RM-2
RM-2
2460 WEST
BROAD STREET
Proposed Zoning

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

SURVEYOR'S NOTES:

1. THIS MAP OF SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
2. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY, STATE WATER BUFFERS AND OTHER ENCUMBRANCES. SAID EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY, STATE WATER BUFFERS AND OTHER ENCUMBRANCES MAY NOT BE SHOWN HEREON.
3. IT IS OUTSIDE MY AREA OF EXPERTISE TO DELINEATE WETLANDS OR DETERMINE IF THE CORRECT SITE CONDITIONS EXIST FOR WETLAND AREAS, THEREFORE WETLANDS, IF EXISTING ON SUBJECT PROPERTY, ARE NOT SHOWN.
4. UNDERGROUND FOUNDATIONS AND UTILITIES, IF ANY, HAVE NOT BEEN LOCATED.
5. THIS MAP OF SURVEY IS NOT VALID UNLESS IT BEARS THE REGISTRANT'S ORIGINAL SIGNATURE, IN BLUE INK, PLACED ACROSS THE REGISTRANT'S SEAL.
6. BEARINGS ARE BASED ON GRID NORTH (GA WEST ZONE) WHICH WAS ESTABLISHED USING RTK GPS ON THE egps NETWORK.
7. ZONING AND SETBACK INFORMATION, IF SHOWN, SHOULD BE VERIFIED BY THE APPROPRIATE PLANNING/ZONING AGENCY PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.
8. THE FIELD WORK WAS COMPLETED ON APRIL 5, 2021 AND WAS PERFORMED USING A CARLSON BRx7 BASE AND ROVER. THE RELATIVE POSITIONAL ACCURACY DOES NOT EXCEED 0.07 FEET.
9. THIS MAP OF SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 738,885 FEET.



THE PROPERTY SHOWN HEREON LIES WITHIN AN "X" FLOOD PLAIN ACCORDING TO FEMA AND FLOOD INSURANCE RATE MAP #13119C 0150C WHICH HAS NOT BEEN PRINTED.

GEORGIA PROFESSIONAL 3346 LAND SURVEYOR MICHAEL FOLEY

(=) 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 EGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Carter Engineering Consultants, Inc.
3851 Mars Hill Road
Suite 2000
Watkinsville, GA 30677

P: 770-725-1200
www.carterengineering.net

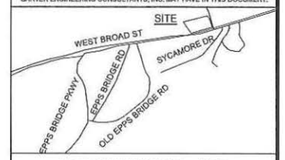
BOUNDARY AND TOPO SURVEY FOR:

FOURTH QUARTER HOSPITALITY, LLC

2460 WEST BROAD STREET
ATHENS, GEORGIA 30606
ATHENS-CLARKE COUNTY
G.M.D. 216

TOTAL AREA: 6.4390 ACRES
TAX PARCEL #: 121 004A
EXISTING ZONING: C-G

REPRODUCTIONS, MODIFICATIONS OR ASSIGNMENTS OF THIS DOCUMENT WITHOUT THE WRITTEN APPROVAL OF CARTER ENGINEERING CONSULTANTS, INC. ARE PROHIBITED AND MAY INVALIDATE THE SEAL AND ANY LIABILITY THAT CARTER ENGINEERING CONSULTANTS, INC. MAY HAVE IN THIS DOCUMENT.



LOCATION MAP - NTS

LEGEND OF SURVEY ABBREVIATIONS/SYMBOLS

A	ARC LENGTH	◆	BACKFLOW PREVENTER
A/C	AIR CONDITIONER	◆	BENCH MARK/CONTROL
B/L	BUILDING SETBACK LINE	●	BOLLARD
CL	CENTERLINE	■	BURIED CABLE POST
C/H	CONCRETE YOKE/MONUMENT	Ⓒ	CABLE T.V. PEDESTAL
CMP	CORRUGATED METAL PIPE		CATCH BASIN (SINGLE W/GRATE)
CONC	CONCRETE		CATCH BASIN (DOUBLE W/GRATE)
COV	COVERED		CATCH BASIN (DOUBLE W/VANE)
DB	DEED BOOK	— X —	CHAIN LINK FENCE
DE	DRAINAGE EASEMENT	▣	ELECTRIC BOX
DI/CB	DOUBLE W/VANE CATCH BASIN	Ⓔ	ELECTRIC MANHOLE
E/OH	ENCROACHMENT	⊶	ELECTRIC METER
EP	EDGE OF PAVEMENT	⊶	ELECTRIC PEDESTAL
ESMT	EASEMENT		FIRE HYDRANT
ET	ELECTRIC TRANSFORMER	▢	GAS BOX
FES	FLARED END SECTION	— G —	GAS LINE (BURIED)
FD	FOUND	⊗	GAS METER
FF	FINISHED FLOOR	⊗	GAS POST
INV	INVERT	U	GAS VALVE
IP	IRON PIPE	⊶	GAS VENT STACK
IPC	IRON PIPE WITH CAP	⊟	GATE/WATER VALVE
IR	IRON REBAR	⊶	GREASE TRAP MH
IRC	IRON REBAR WITH CAP	⊶	GUY ANCHOR
M	MEASURED	⊕	IRRIGATION CONTROL VALVE
MH	MANHOLE	⊠	METAL LIGHT POLE
M/F	NOW OR FORMERLY	— OHU —	OVERHEAD UTILITIES
NTS	NOT TO SCALE	— PH —	PHONE LINE (BURIED)
O/S	OFFSET	— P —	POWER (BURIED)
P	PLAT	◆	SANITARY SEWER CLEAN-OUT
PB	PLAT BOOK	— SS —	SS LINE (BURIED)
PDI	PEDESTAL DROP INLET	Ⓢ	SANITARY SEWER MANHOLE
PG	PAGE	▬	SIGN
POB	POINT OF BEGINNING	Ⓢ	STORM SEWER MANHOLE
POC	POINT OF COMMENCEMENT	— S —	STORM SEWER LINE (BURIED)
R	RADIUS/CURVE	⊶	STREET/PARKING LIGHT
RCP	RCP-REINFORCED CONCRETE PIPE	X	STUB (UNKNOWN)
R/W	RIGHT-OF-WAY	⊛	TELEPHONE PEDESTAL
SWB	STATE WATERS BUFFER	⊟	TRAFFIC SIGNAL BOX
SWCB	SINGLE W/VANE CATCH BASIN	— W —	WATER LINE (BURIED)
SS	SANITARY SEWER	⊛	WATER METER
SSMH	SANITARY SEWER MANHOLE	⊛	WELL
TYP	TYPICAL	— S —	W/OOD FENCE
U/E	UTILITY EASEMENT	⊡	W/OOD LIGHT POLE
		⊛	W/OOD POLE
#4RBF	#4 REBAR FOUND	✱	WHITE TREE
		✱	PINE TREE

Non-Binding
Stephen Jaques
6-28-23

N
GRID NORTH - GA WEST

DATE PREPARED: 4-21-22

PROJECT #: 22001RREAF

REVISIONS:	DATE:

GRAPHIC SCALE
0' 20' 40' 80' 120'
SCALE: 1" = 40'

SHEET # 1 / 1



CARTER ENGINEERING

TOWN PLACE SUITES
AERIAL

ATHENS, GA - 01.11.2023

0 50 100 200 300

SCALE: 1" = 100'

ATHENS-CLARKE COUNTY
Type II Rezone Request

FOURTH QUARTER HOSPITALITY, LLC

PROJECT NARRATIVE & WRITTEN REPORT
April 25, 2023

ADDRESS
2460 W Broad St, Athens, GA 30606
Parcel No. 121 004A

CURRENT ZONING
*C-G * (Commercial-General w/ Conditions)*

PROPOSED ZONING
C-G

Non-Binding
Stephen Jaques
8-28-23

CARTER
ENGINEERING

3651 Mars Hill Rd. Ste. 2000 | Watkinsville, GA 30677 | 770.725.1200 | carterengineering.com

2460 WEST BROAD STREET, PROPOSED TOWNEPLACE SUITES BY MARRIOT HOTEL DEVELOPMENT

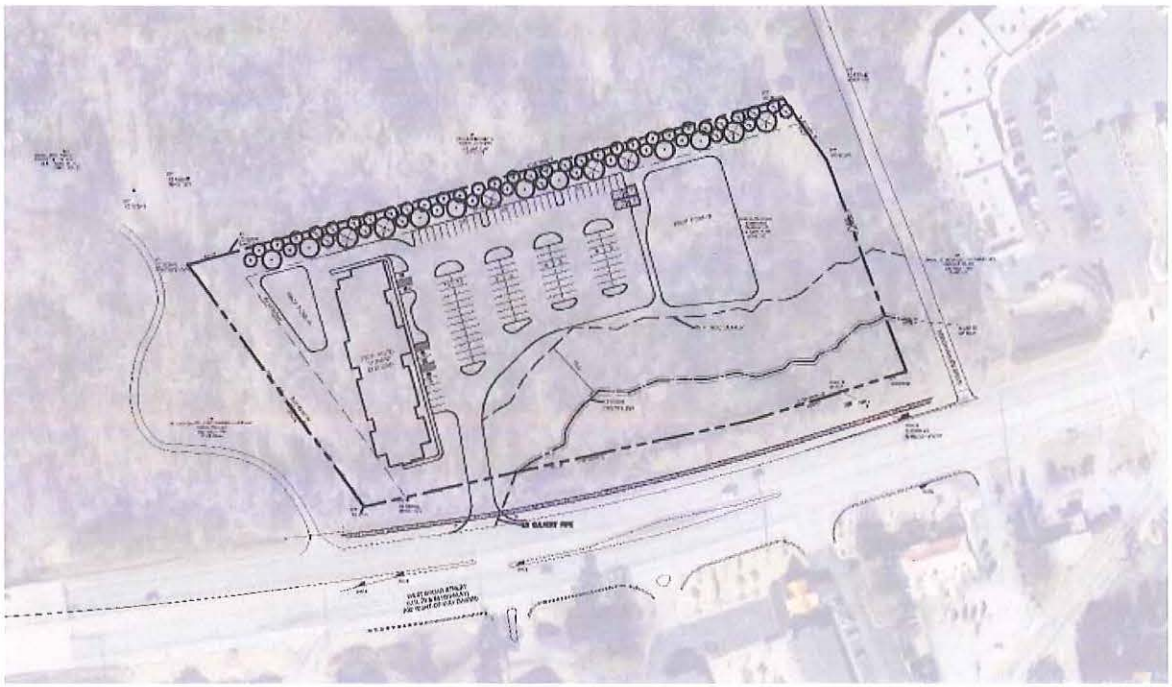


Figure 1 Aerial Map and Site Overlay

FOURTH QUARTER HOSPITALITY, LLC is proposing development of a TownePlace Suites by Marriott project located at 2460 W Broad Street. This parcel is located approximately 700 ft east of the Middle Oconee River and across from the existing Howard Johnson Hotel at 2465 W Broad St. The proposed hotel is designed for 4 stories in height and 89 rooms. The property has approximately 710 feet of frontage along West Broad Street and extends back to a depth of approximately 375 linear feet. The existing C-G zoning with conditions from 2008 includes 3 conditions, however condition #2 limits access from West Broad Street to a shared private drive on the adjacent property. The existing stream buffer in the southeast portion of the property parallel to West Broad Street will be conserved and supplemental plantings will be added along the perimeter to provide and preserve the natural visual aesthetics and buffers specifically to the adjacent properties to the north and east.

CURRENT USE + SITE DESCRIPTION

The 6.36-acres site is located at 2460 West Broad Street. The tract of land is currently vacant and has remained undeveloped since the 2008 rezoning. The tract of land is predominately covered with vegetation and populated with numerous deciduous hardwoods and coniferous pines. There are significant elevation changes throughout the site. The lowest point of the property is along the western portion and rises approximately 40-feet in elevation to the highest point in the northeast boundary.

ATHENS-CLARKE COUNTY FUTURE LAND USE MAP + ZONING

The proposed rezone request DOES conform to the Future Land Use Map of Athens-Clarke County. The Land Use Map designates this parcel as General Business.#

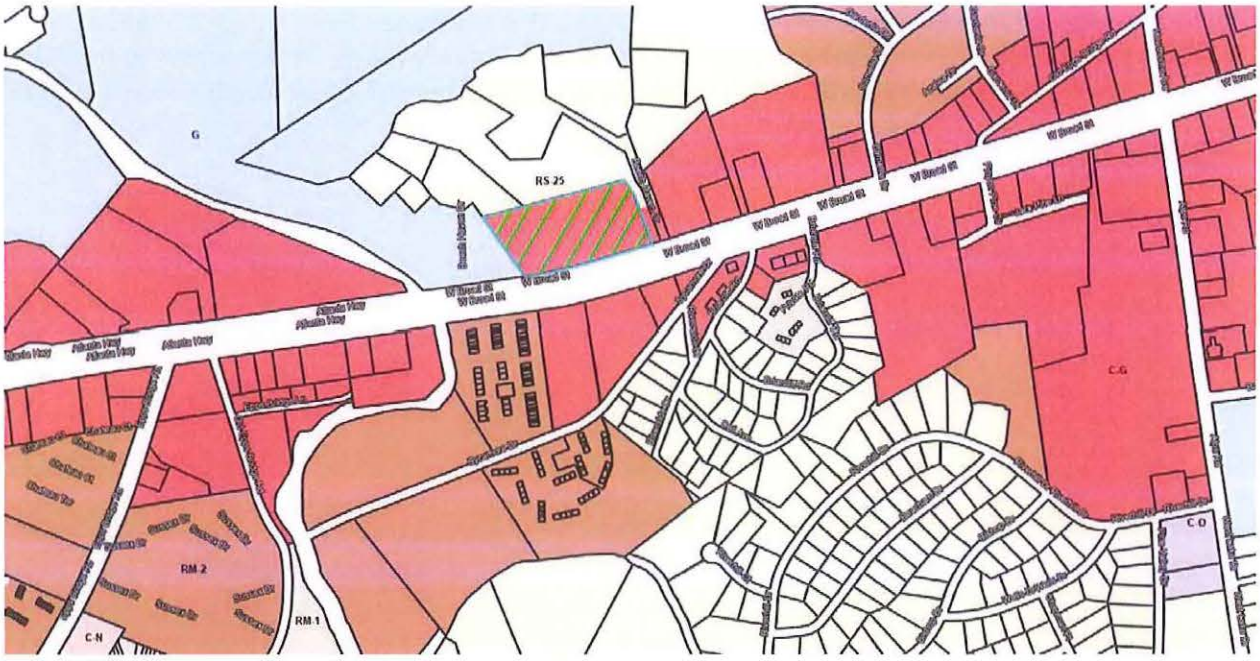


Figure 2. Existing Zoning Map

Figure 3. Zoning Map with Aerial Imagery



The property is across from similar Commercial – General properties along West Broad Street with the Athens-Clarke County Government property to the west between the subject property and the Middle Oconee River. The existing zoning of the property to the north is RS-25 (Single-Family Residential) which is currently accessed by private residential Beech Haven Drive both to the east and the west. A Type II rezone is being requested to allow for direct access to West Broad Street for a commercial driveway rather than limiting

access to existing private residential drive which is not directly adjacent to the boundary. Due to constraints involving the topography and existing stream buffer and topography, a rezone to remove the conditions, specifically condition #2 which does not allow direct commercial driveway access to W. Broad Street would be the most practical and most efficient course of action for Athens-Clarke County and its citizens.

By granting this rezone request, the property would allow for a single hotel development on the more than 6 acres with buffers along the most sensitive environmental portion of the site in the southeast portion and a single dedicated commercial driveway on West Broad Street aligning with an existing median break.

PROPOSED USE + SITE DESIGN

The proposed development of the existing C-G zoned property with a change of the conditions to allow direct access to West Broad Street would allow the building to be located in the southwest portion of the property and parking located to the east of the proposed building. Rezoning the property as requested allows the design to work with the existing topography and to conserve the existing stream buffer along the southeast portion of the property. The proposed TownePlace Suites by Marriott hotel would include 89 keys (rooms) with necessary access for commercial vehicles not encroaching on any adjacent residential properties. The development would also include two stormwater management facilities due to the existing topography.

VEHICULAR + PEDESTRIAN ACCESS

The proposed commercial driveway on W. Broad Street will be designed and installed per GDOT standards and regulations. All non-motorized vehicle access including bicycle and pedestrian access points will be designed and installed per the standards and regulations set forth by the ACC Transportation and Public Works Department and Planning.#

TRAFFIC GENERATION

A Trip Generation Analysis has been prepared for the site by referencing the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition). The ITE is the industry standard source for providing and analyzing trip generation for various land uses. In summary, the analysis does not find any adverse impacts associated with the traffic generated by this development and the adjacent properties, streets, and intersections.

LAND USE	ITE CODE	WEEKDAY TRIPS	PM PEAK HOUR	
			IN	OUT
HOTEL	310	744	27	26

**Calculations based on 89 proposed rooms*

UTILITIES + PUBLIC SERVICES

The development will require sewage disposal and water supply by Athens-Clarke County. All utilities planned and required for the project shall be installed underground.

WATER. Water is proposed to connect to an existing main that is within the W Broad Street Right-of-Way.

Probable Water Demands and Assumptions:

Assume 100 GPD/Room
89 Room Proposed
Formula: 100 x 89 = 8,900 GPD (6.2 GPM) Daily
PEAK HOUR DEMAND: 6.2 x 3 (Peak Factor) = 18.6 GPM

SEWER. There is currently an existing gravity sewer main that traverses along West Broad Street. The gravity line is lower in elevation than the proposed development. Design and installation shall conform to all sewer regulations and requirements set forth in the Athens-Clarke County Code of Ordinances and all other warranted regulations.

Probable Sanitary Sewer Demands and Assumptions:
Assume 6.2 GPM Average Water + Sanitary Sewer Daily Usage

PEAK HOUR DEMAND: 6.2 x 4 (Peak Factor) = 24.8 GPM#

#

STORMWATER MANAGEMENT

The development has two (2) proposed stormwater management facilities; one in the western portion of the development and another closer to the center. This is necessary due to an existing ridge and the existing flow patterns with the smaller western portion drainage to the west while the larger central portion draining into the existing stream buffer before entering an existing culvert near the proposed commercial driveway entrance. The proposed stormwater management system will be designed to meet local, state, and federal regulations and requirements. Throughout the site, stormwater is collected and traversed through pipes and swales and directed to the proposed stormwater detention areas as shown on the plan. Post development run-off and water quality will be maintained in accordance with Athens-Clarke County and State of Georgia standards.#

ENVIRONMENTAL IMPACTS + BUFFERING

The subject property has an existing stream buffer along the natural flow path located north and east of the culvert along West Broad Street near the proposed commercial driveway location. Unlike other proposed developments of this property since 2008, this proposed development does not seek to pipe the existing stream and eliminate the associated state and ACC stream buffers. The only potential buffer encroachment would be in the area of the proposed commercial driveway where the bufferable waters enter into an existing culver at which point the buffer no longer exists. A Stormwater Management Plan and Erosion Control Plan will be prepared to mitigate any necessary or expected offsite impacts during construction.

All landscaped and structural buffers as required by County code shall be proposed and planted in accordance with local code and regulations. Since this property was originally rezoned in 2008, Athens-Clarke County Government purchased the adjacent property to the west. A landscape buffer will be provided along the western property line, abutting the ACC Government property although the existing topography may require a retaining wall and landscaped buffer rather than an undisturbed buffer. This proposed development also includes a 30 ft landscaped buffer along the northern boundary to provide additional screening. Finally the most significant buffer with this development would be the undisturbed portion along the eastern boundary line. By allowing the commercial driveway access to West Broad Street a greater buffer to the east and along the existing private residential Beech Haven Drive is possible. The buffer shall be designed and installed in accordance with Athens-Clarke County Code. Site utilities and stormwater management facilities will not encroach into landscape buffers. Buffers shall be maintained in accordance with County code and regulations.#

LIGHTING

Any proposed outdoor lighting fixtures for this development shall be fully shielded and shall adhere to all standards and specifications set forth in Section 9-19-4 and Section 9-25-8(E)(5) of the Athens-Clarke County Code of Ordinances.#

ADJACENT PROPERTIES

The development shares a common property line with (1) C-G property to the east, (1) Government property to the west and (2) RS-25 Properties to the north. West Broad Street is to the South with CG zoned properties on the southern side of W Broad St. The proposed development does not conflict with or negatively impact any of these properties.#

TRASH DISPOSAL + RECYCLING

All solid waste disposal and screening required by ACC shall be in accordance with Athens-Clarke County code and shall be applied for as development plans are submitted.#

IN ACCORDANCE WITH THE PLANNED DEVELOPMENT CRITERIOR FOR THE PLANNING COMMISSION OF ATHENS-CLARKE COUNTY, THE WRITTEN REPORT ITEMS REQUIRED ARE LISTED BELOW:

1. *FUTURE LAND USE MAP (FLUM) DESIGNATION:*
   The proposed rezone request does conform to the Future Land Use Map and is generally adaptable to the physical development of Athens-Clarke County. The FLUM designates the subject property as General Business. The proposed development and rezone with change of conditions is for a General Business use and no change to the use is requested.

2. *REZONE CORRESPONDS WITH ACC ORDINANCE & COMPREHENSIVE PLAN:*
   The proposed scale, density, and overall design of the proposed development meets all required criteria the - C-G zoning.

3. *ADEQUATE AND SUFFICENT AVAILABILITY OF PUBLIC SERVICES:*
   The subject property is currently available to be served by the Athens-Clarke County Public Utilities Department (ACCPUD) for water and sewer services. Currently, ACCPUD has facilities long West Broad Street.

4. *LAND USE BALANCE:*
   The proposed development and rezone will not adversely affect the balance of land uses in Athens-Clarke County as the requested rezone does not change the use of the property. The proposed development is consistent with properties along the West Broad Street commercial corridor.

5. *SURROUNDING LAND USE PATTERNS:*
   The existing land use pattern surrounding the property is primarily commercial along West Broad Street with the adjacent property to the west zoned Government as ACC is the owner and RS-25 properties to the north. There will be no consequential cause or issue with the surrounding land uses because of this rezone since the property is currently zoned C-G and the change in conditions will eliminate the potential encroachment of a commercial driveway on existing private residential drives.

6. *ZONING DISTRICT ISOLATION:*
   There are several C-G zoned properties along West Broad Street, with the property on the opposite side being the same hotel use as the proposed development. This eliminates any sense or notion of spot-zoning or district isolation.

7. *TAXING OF EXISTING PUBLIC FACILITIES:*
   The current zoning of the property (C-G) allows for this type of development. It is not anticipated that the addition of an 89 room hotel along West Broad Street would over tax existing public facilities.

8. *COST OF UNIFIED GOVERNMENT:*
   Existing sewer and water capacity is expected to be adequate for the development.

9. *ENVIRONMENTAL IMPACT:*
   The increase of stormwater runoff will be mitigated through the use, design, and installation of the two stormwater management ponds proposed on the plans. Water quality will be addressed using infiltration structures, filtration devices, and/or water quality monitoring as required by ACC standards and regulations. Stream Buffer Areas shall be maintained and protected and best management practices employed for Erosion and Sedimentation Control in accordance with county, state, and federal regulations.

10. *IMPACT TO ADJACENT PROPERTIES:*
    There are no expected or projected adverse impactions to adjoining properties as the property is already zoned C-G. The change in conditions proposed would reduce the potential impact on existing private residential drives on adjacent properties.

11. *CURRENT USE OF PROPERTY:*
    Current zoning of the property does not allow for practical development of the site and compromises the integrity of the C-G zoning from 2008 by limiting access directly from the commercial corridor. By rezoning the subject property to eliminate the access condition, the integrity of the ACC code and the purpose of both the C-G zoning and General Business Future Land Use Map is best supported.

12. *AESTHETIC EFFECT OF PROPERTY:*
    The design of the proposed development takes into consideration numerous aesthetic principles as noted above in the report. It is expected that the proposed rezone will allow the use of the property as General Business. As mentioned before, with the expectation that this development will provide a buffer between the neighboring properties, it is also expected that it will provide a visual barrier between properties to the north and east.

13. *ADDITIONAL CONCERNS WITH DEVELOPMENT OF PROPERTY:*
    There are several existing constraints that warrant the rezoning of the property to change the conditions established in 2008. Due to the topographic constraints of the site and existing stream buffer along the majority of the southern portion, the development of the site requires that access be in the western portion of the property and is best served by direct access to West Broad Street. The topography and maintaining the existing stream buffer results in the eastern front half of the property unable to be developed. This rezone would allow our client the ability to practically develop the property in the best way possible.

ATHENS CLARKE COUNTY

May 23, 2023

Mark Campbell
3651 Mars Hill Rd, Suite 2000
Watkinsville, GA 30677

Re: Water Capacity Evaluation
2460 West Broad St

Dear Ms. Hood:

Per your request, the Public Utilities Department evaluated the water capacity for the above referenced project. This evaluation was made utilizing the following criteria and/or assumptions:

1. Development Type: Zone C-N (Commercial – Neighborhood)
2. Domestic Water Demand: Commercial = 8,900 GPD Total
3. The Athens-Clarke County water system's available fire flow (AFF) capacity to serve this project is currently limited to 2,000 GPM
4. Sanitary Sewer Demand: Commercial = 8,900 GPD

As of this date, the Athens-Clarke County water and sanitary sewer system do have capacity available to serve the proposed development with water and sanitary based on the above referenced demands.

The Unified Government of Athens-Clarke County does not reserve utility line capacity for this or any other development. This evaluation is valid for one (1) year from the date of this letter. Service capacity is committed to a particular development only, when the owner/developer secures a building permit for the Athens-Clarke County Building Permits and Inspection Office.

This evaluation is based on information you provided. If the development requires rezoning or is not compatible with the Athens-Clarke County Land Use Plan an additional evaluation may be required.

ENGINEERING MANAGEMENT
124 E. Hancock Ave. * P.O. Box 1868 * Athens, Georgia 30601 - 1868
(706) 613-3490 FAX (706) 613-3198

May 23, 2023

Please be aware that the Athens-Clarke County Fire Marshal is responsible for determining and approving the Needed Fire Flow (NFF) for the proposed development. You should contact the Fire Marshal for a determination of the NFF to insure that the NFF does not exceed the Available Fire Flow (AFF).

If an extension(s) is required to obtain utility service from the public system, the extension(s) will be at the sole responsibility and expense of the property owner/developer. Permanent easements conveying ownership, operation, and maintenance responsibility of the utility lines and meters to the Unified Government of Athens-Clarke County are required for any extension.

If you have any questions or need additional information, please call.

Sincerely,

John P. Halley
Engineering Administrator

Cc: Hollis Terry IV, Director
Hugh Ogle, Assistant Director
Brad Griffin, Planning Director
Inspector, Fire Department
Office File

JH/ma

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY GEORGIA, WITH RESPECT **TO SPECIAL USE APPROVAL IN THE AR (AGRICULTURAL-RESIDENTIAL) DISTRICT ON APPROXIMATELY 2.26 ACRES OF LAND LOCATED AT 115 JOE CAREY ROAD**; AND FOR OTHER PURPOSES.

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

SECTION 1. The map constituting the current AR (Agricultural-Residential) district in which one parcel of land totaling approximately 2.26 acres of land located at 115 Joe Carey Road, Athens, Georgia, is hereby amended to provide for Special Use approval to permit a Personal Care Home (Family) to operate on said parcel, as shown on Attachment A hereto.

The subject parcel is more fully described according to that certain document entitled "Marina S. Moore" dated April 18, 2023, prepared by James M. Paul, registered land surveyor, designated in the lower left-hand corner as drawing number "M-181-B," and being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. Said parcel is known as parcel number 302 006T on the Athens-Clarke tax map, being on file and available for inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A shall be noted on said Official Zoning Map in the office of the Clerk of Commission, 301 College Avenue, Athens, Georgia, and duly noted in the minutes of the Commission meeting.

SECTION 2. The binding site plan associated with this ordinance and incorporated herein by reference is comprised of one page. Said page is entitled "Marina S. Moore," dated April 18, 2023, prepared by James M. Paul, registered land surveyor, is designated in the lower left-hand corner as drawing number "M-181-B," and is stamped "Binding 6-28-23."

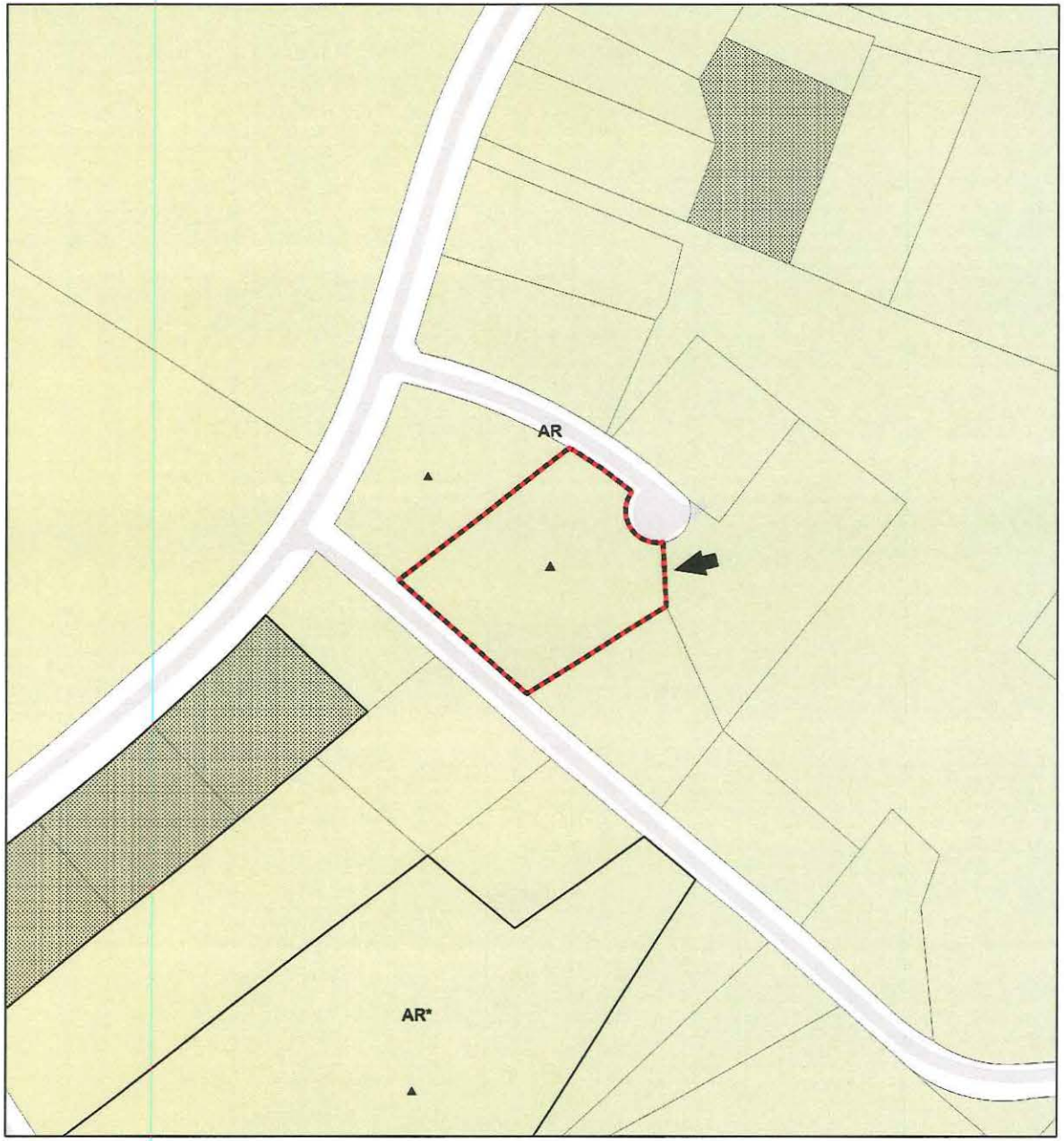
The binding written report associated with this ordinance and incorporated herein by reference is entitled "MSM Health Services," is dated April 26, 2023, consists of one page in total, and is stamped "Binding 6-28-23."

Said binding site plan and binding written report are on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia.

SECTION 3. The following conditions of zoning are associated with this ordinance:

1. The septic system shall be improved to support the number of proposed clients and staff in compliance with the Department of Public Health standards.
2. The applicant shall meet all applicable sections of the 2018 NFPA 101 Chapter 32. *New Residential Board and Care.*

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



The Official Zoning Map of Athens-Clarke County

Legend

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

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

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

160 80 0 160 320 480 Feet

ATTACHMENT A	SUP-2023-05-0863 SPECIAL USE
542	115 JOE CAREY ROAD Marina Moore/MSM Health Services LLC Marina Moore
FROM: AR	TO: Special Use in AR

TAX PARCEL #	PLANNING COMMISSION MEETING DATE	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE
302 006T	June 1, 2023	August 1, 2023

DATE: 6.1.23	FILE NO: SUP-2023-05-0863

LOCATION: 115 Joe Carey Road
APPLICANT: Marina Moore / MSM Health Services LLC
OWNER: Marina Moore
REQUEST: Special Use in AR (Agricultural-Residential)
COMMISSION DISTRICT: 3

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Absent				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Absent				Lucy Rowland Present	X		
Matthew Hall, Vice-Chair Present				Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	5	0	0

For: Marina Moore
Against: None

Discussion: The discussion was about the Fire Marshal condition. The Planning Commission wanted to understand and make sure it was not overreaching.

Motion: After modifying Condition #2, Ms. Kinman made a motion to approve with conditions. Ms. Rowland seconded the motion, which passed 5-0.

Conditions:

1. The septic system shall be improved to support the number of proposed clients and staff in compliance with the Department of Public Health standards.
2. The applicant shall meet all applicable sections of the 2018 NFPA 101 Chapter 32. *New Residential Board and Care*

STAFF REPORT
SPECIAL USE
115 JOE CAREY RD
SUP-2023-05-0865
JUNE 1, 2023

APPLICANT: .....Marina Moore / MSM Health Services LLC
OWNER: .....Marina Moore
ZONING REQUEST: .....Special Use in A-R
TYPE OF REQUEST: .....Type II
LOCATION: .....115 Joe Carey Road
TAX MAP NUMBERS: 302 006T
COUNTY COMMISSION DISTRICT: 3
SIZE OF REZONING AREA: .....2.26 Acres
PRESENT USE: .....Residential Single-Family House
PROPOSED USE: .....Personal Care Home
PUBLIC NOTICE POSTED: .....May 17, 2023
STAFF RECOMMENDATION: .....***APPROVAL WITH CONDITIONS***
PLANNING COMM. RECOMMENDATION: .....***APPROVAL WITH CONDITIONS***
MAYOR & COMMISSION AGENDA SETTING: .....July 18, 2023
MAYOR & COMMISSION VOTING SESSION: .....August 1, 2023

I. Summary Recommendation

The applicant is requesting a Special Use Permit at 115 Joe Carey Rd on a 2.26-acre property zoned Agricultural-Residential for the purposes of owning and operating a Personal Care Home (Family) which allows 4-6 clients. The Personal Care Home is proposed to open in an existing 5-bed/3-bath single-family house to serve four clients plus staff.

In Staff's opinion, the application meets the criteria for approving a Special Use. However, the applicant will need to amend their plan to comply with requirements from the Fire Department and the Department of Public Health prior to permitting. To that end, **Staff recommends approval with conditions**:

Conditions

1. The septic system shall be improved to support the number of proposed clients and staff in compliance with the Department of Public Health standards.
2. The applicant shall meet the 2018 NFPA 101 Chapter 32. *New Residential Board and Care*

Planning Commission Recommendation: After getting clarity on the fire code concerns and modifying Condition #2, **Commissioners recommended approval with conditions**.

Conditions

1. The septic system shall be improved to support the number of proposed clients and staff in compliance with the Department of Public Health standards.

2. The applicant shall meet all applicable sections of the 2018 NFPA 101 Chapter 32. *New Residential Board and Care*

II. Purpose of Applicant Request

A. Proposal

The purpose of this request is to seek approval of a Special Use Permit to open and operate a Personal Care Home at 115 Joe Carey Rd. The parcel is 2.26 acres with an existing single-family modular home and detached garage. No changes to the site or building are proposed.

B. Existing Conditions

This property currently has a single-family house and detached garage. The property is adjacent to eight parcels, all of which are zoned AR. Five of the eight parcels have single-family residences—one of which is operating as a personal care home (300 Joe Carey Dr)—and three properties are vacant. This property is unique in having road frontage in the front and rear; however, all access is from the front. The parcel sits toward the eastern edge of Athens Clarke County in an area of mostly AR properties as well as two Government (G)-zoned properties; one for the County landfill and one for the UGA Dairy Teaching facility. There are currently no zoning conditions or restrictions on this property.

III. Policy Analysis

A. Compatibility with Comprehensive Plan

The 2023 Comprehensive Plan calls for the following policies:

Health & Wellbeing

- Coordinate communication on health care issues to increase the public's understanding of service providers, translation services, and program requirements for clients.
- Continue to support healthy living.

The applicant has indicated that with Special Use approval and licensure through the Department of Community Health, MSM Health Services will be able to provide services for the developmentally disabled, medically compromised, and other impaired individuals 18 years of age or older. They will be afforded proper care, proper nutrition and other medically related services.

Social Services

- Create a community that is effectively supportive of and provides accessible and productive opportunities for individuals with limited access to opportunity and who are underrepresented in quality-of-life indicators such as income, food security, stable housing, community inclusion, etc.

Personal Care Homes are group living arrangements that provide opportunities for individuals that otherwise may not have access to the resources or stability required for healthy living. This Special Use would serve members of the community that are in need.

C. Consistency with Future Land Use Map

The 2023 Future Land Use Map designates the subject parcel as *Rural*, which is described as follows:

Rural

Rural lands are intended to have a very low residential density. To maintain open space, clustering of dwellings is encouraged with common open spaces protected by conservation easements. Agricultural functions are encouraged, as well as compatible uses, such as limited low-impact commercial uses, equestrian facilities and other animal boarding uses.

No change to the Future Land Use Map is required since the proposed zoning action is already consistent with the Map. The proposal is consistent with the Future Land Use description for this use.

D. Consistency with the Zoning Map

The applicant has requested a Special Use in an existing AR zone. The following information has been provided to show the development allowance existing in Agricultural-Residential zone. Broadly, a demonstration of size, use, and design is offered here to help decision makers evaluate the request if approved. In terms of building scale, the following chart illustrates what is required in AR for construction:

Standard	AR Zoning
Minimum Lot Size	10 Acres
Density	1 Dwelling per 10 Acres
Max Lot Coverage	10%
Max Building Height	50 ft.
Setbacks	15-30 ft.
Conserved Canopy	0%
Total Canopy	0%

The Athens-Clarke County Zoning Ordinance includes a list of defined uses and designates where they can or cannot be established. A personal care home (family) is listed as a special use in the AR zone.

E. Consistency with Other Adopted ACCGov Plans, Studies, or Programs

There are no known conflicts with any other ACCGov plans or programs in regards to the proposed Special Use.

IV. Technical Assessment

A. Environment

The Arborist has reviewed the proposal without comment.

B. Grading and Drainage

The Transportation and Public Works Department has reviewed the proposal without comment.

C. Water and Sewer Availability

The Public Utilities Department has reviewed the proposal without comment.

The Department of Public Health prepared a Performance Evaluation Report for the onsite septic system in March of this year and concluded that "As a Community Living Arrangement (CLA), the septic system can accommodate three (3) full-time residents and one (1) full-time staff." In addition, it was also discovered that the 2014 addition to the home "was constructed on top of approximately 40 feet of drain line."

D. Transportation

The Transportation and Public Works Department has reviewed the proposal without comment.

E. Fire Protection

The Fire Marshal has reviewed the proposal and offered the following comment:

- *This property will need to meet the 2018 NFPA 101 Chapter 32. New Residential Board and Care*

F. Compliance with the Zoning Ordinance and Development Standards

All exemptions to the zoning and development standards must be identified in the application prior to approval of a binding proposal since the development will otherwise be expected to adhere to the ordinance standards.

Special Use requests are evaluated using the following criteria:

a) *Similarity in scale, bulk, and coverage.*

The proposed structure and parking are similar in size or smaller than the adjacent residential uses.

b) *Character and volume of traffic and vehicular parking generated by the proposed use and the effects on surrounding streets. Increases in pedestrian, bicycle, and mass transit use are considered beneficial regardless of capacity of facilities.*

Similar to the size, the proposed use is on par with the residences in the area in regards to traffic. Most clients will be limited in driving occurrences due to the nature of care.

c) *Architectural compatibility with the surrounding area.*

The structure is a single-family home as are the surrounding properties that have been developed. It blends well with adjacent residences.

d) *The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality, including the generation of smoke, dust, odors, or environmental pollutants.*

The use will not give off smoke, dust, odors or environmental pollutants. No environmental areas are present on the parcel.

e) *Generation of noise, light, and glare.*

The proposal will not generate excessive noise, light or glare.

f) *The development of adjacent properties compatible with the future development map and the zoning district.*

The development of this parcel, as proposed, will not impact the future considerations of the adjacent properties. The use fits in with the more rural nature of homes in the area.

g) *Impact on future transportation corridors.*

The proposal will not impact transportation corridors. It is located off a low traffic cul-de-sac.

h) *Impact on the character of the neighborhood by the establishment or expansion of the proposed use in conjunction with similar uses.*

As stated previously, this proposal fits in with the adjacent residential properties.

i) *Other factors found to be relevant by the hearing authority for review of the proposed use.*

No other factors have been found to be relevant.

In Staff's opinion, the proposal meets all of the required Special Use criteria.

End of Staff Report.

Zoning Criteria Considered by Staff

The following factors have been considered as set forth in Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322, 232 S.E.2d 830 (1977).

Reviewed

☒ The proposed zoning action conforms to the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.

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

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

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

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

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

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

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

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

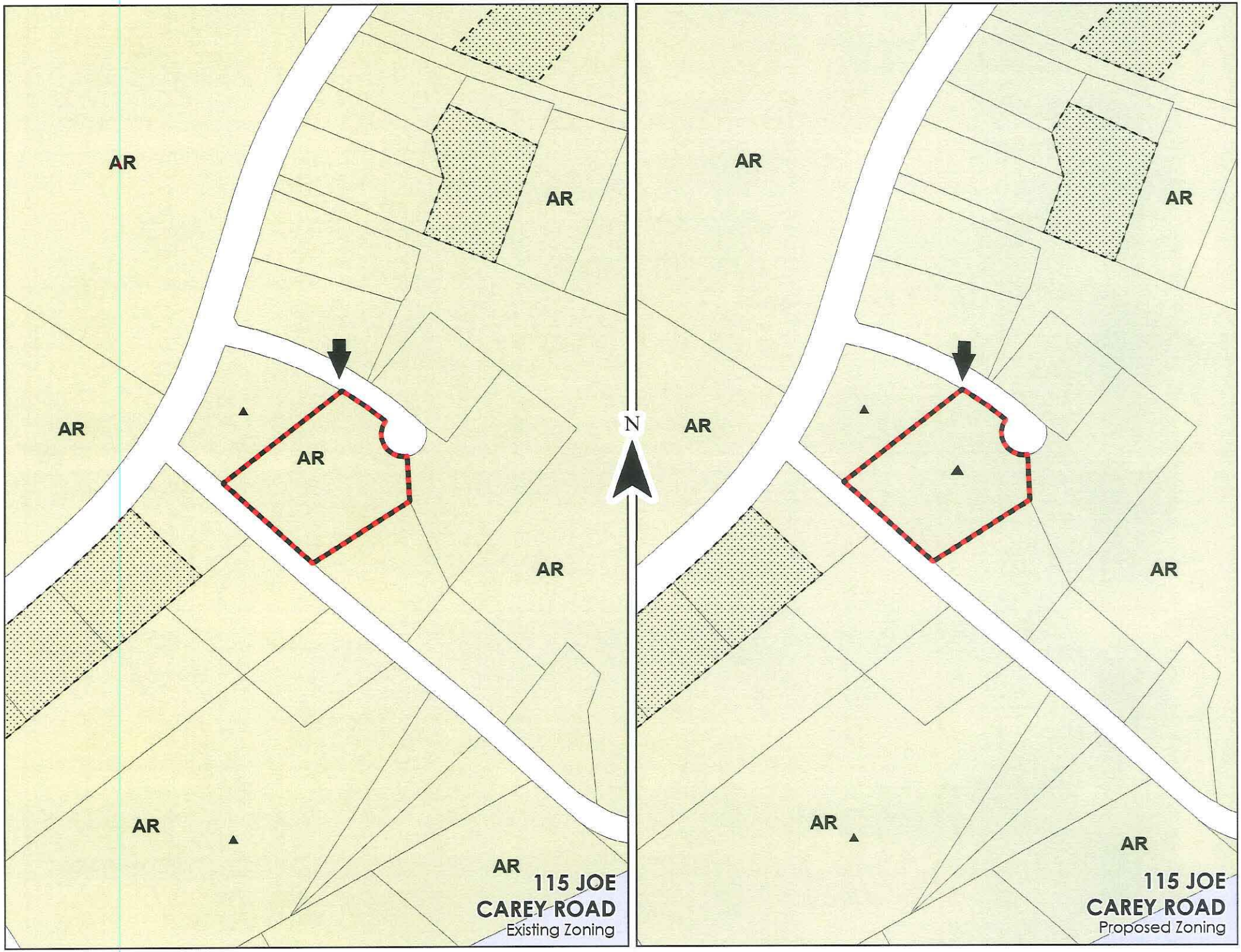
☒ Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.

☒ Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.

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

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


N
Rural
Government
Rural
Joe Carey Dr
Dunlap Rd
Rural
Rural
Joe Carey Rd
Lexington Rd
Rural
115 JOE CAREY ROAD
Government
Future Development


AR
AR
AR
AR
AR
AR
AR
AR
AR
AR
N
115 JOE
CAREY ROAD
Existing Zoning
115 JOE
CAREY ROAD
Proposed Zoning

MAGNETIC NORTH

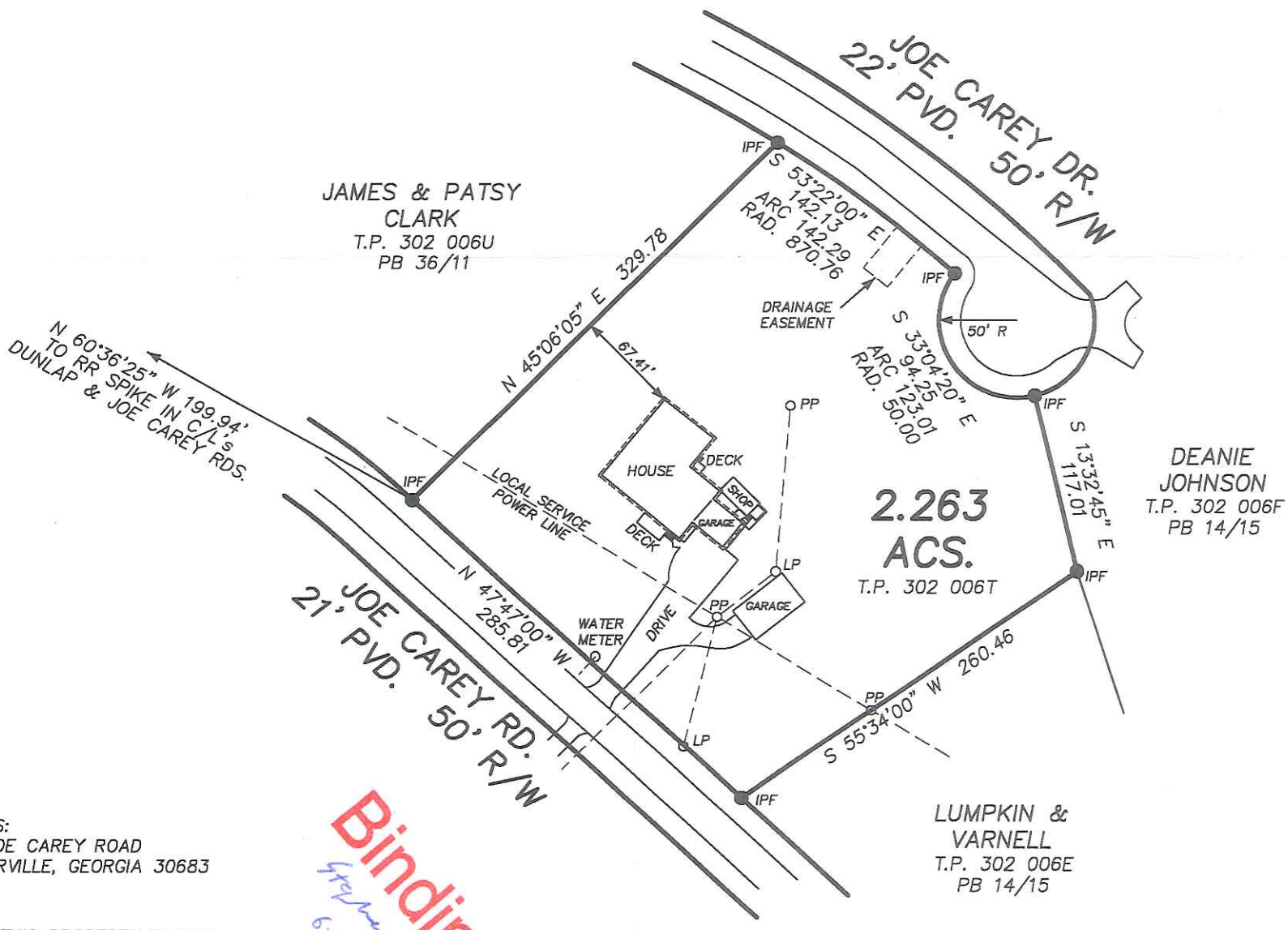
NOTES:
- THIS PLAT IS A RETRACEMENT OF TAX PARCEL 302 006T SHOWN ON A PLAT FOR MARINA MOORE BY BEN McLEROY DATED 05-27-98 (PB 34 P 299)
- ALL IMPROVEMENTS SHOWN HEREON WERE LOCATED ON THIS DATE. NO NEW BOUNDARY SURVEY WAS PERFORMED AT THIS TIME (TAKEN FROM PLAT OF REFERENCE).
- ALL IMPROVEMENTS AND UTILITIES SHOWN ARE THE EXTENT OF ANY SUCH FEATURES THAT EXIST OR ARE PROPOSED FOR THE PROPERTY AS OF THIS DATE.
- DASHED LINES AROUND HOUSE DENOTE THE LIMITS OF ROOF OVERHANG.
- WATER SOURCE IS ACC PUBLIC UTILITIES & INDIVIDUAL SEPTIC SYSTEM EXISTS ON SITE.
- ALL IRON PINS SHOWN HEREON ARE 1/2" REBAR
- THIS PROPERTY AND ALL ADJOINING PARCELS ARE ZONED AR.
- NO NEW PARCELS ARE BEING CREATED BY THIS SURVEY.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY BE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, ENCROACHMENTS, ETC. THAT A THOROUGH TITLE SEARCH MAY REVEAL.

REFERENCES:
- PB 34 P 299
- PB 14 P 15

SURVEYORS CERTIFICATION

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.

James M. Paul, Jr. Georgia RLS 3088



ADDRESS:
115 JOE CAREY ROAD
WINTERVILLE, GEORGIA 30683

NOTE: THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY FIRM OFFICIAL FLOOD HAZARD MAPS.

Binding
6-28-23

- o LP – LIGHT POLE
- o PP – POWER POLE
- ● IPF – IRON PIN FOUND
- O IPS – IRON PIN SET – 3/4" O.D. GALV. PIPE
- ⊘ – TRAVERSE POINT

100 0 100 200
SCALE: 1"= 100'

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

GEORGIA REGISTERED NO. 3088 PROFESSIONAL LAND SURVEYOR JAMES M. PAUL

SURVEY FOR: MARINA S. MOORE

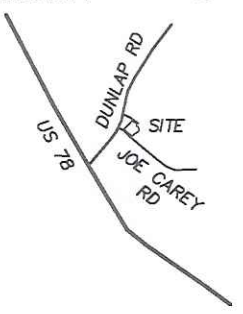
G.M.D.:	COUNTY:	STATE:	DATE:
220	CLARKE	GEORGIA	04-18-23

DRAWN BY: J. Paul, Jr
DRAWING NUMBER: M-181-B
FIELD BOOK: 589/35,36

SURVEYED BY:
JAMES M. PAUL
ENGINEERING & SURVEYING
CRAWFORD, GEORGIA 30630
783-5125 743-5125

THEODOLITE: NIKON DTM
DISTANCE EQUIPMENT: NIKON DTM
CLOSURE: 1/22,327
ANGLE CLOSURE: 1"/ANGLE
ADJUSTMENT: ANGLES
ADJUSTED CLOSURE: 1/193,412

LOCATION MAP:



MSM Health Services LLC
115 Joe Carey Rd
Winterville Ga, 30683

Binding
Stephen Jacques
6-28-23

April 26, 2023

As an applicant MSM Health Services meets approval criteria for Special Use TypeII. MSMHS meets all the objective criteria set forth for the use provided in the zoning ordinance and conforms to the purpose and intent of the comprehensive plan. I have five bedrooms and three bath home that will accommodate four clients and staff. This proposed Special Use will not adversely affect the the balance of land in ACC.

MSM Health Services is looking to become a licensed CLA home (Community Living Arrangement) by the Department of Community Health. MSMHS will provide services for the developmental disability medically compromised, or impaired individuals 18 years of age or older. Individuals who meet the standards to be placed with MSMHS will be provided proper care, proper nutrition, and medically related activities.

MSMHS take pride in ensuring that members receive the best care that is structured to support their independence. The safety and overall well-being of our members is our job and we strive for excellence of service rendered to the population we serve.

There will be no changes to this property or house with this business.

Sincerely,

Marina Moore
Owner/Admin
706-338-6763
Msmhealth@gmail.com



Non-Binding

Stephen Jaques

6-28-23



Non-Binding

Stephen Jaques
6-28-23

Water and Septic Tank Report Form

Water and sewage systems must meet applicable federal, state and local standards or regulations. This report form should be completed by the County Environmentalist from the County Public Health Department in which the facility is located if the community is served by a well and/or a septic tank. **If the community is served by public water and sewer, you only need to submit a copy of a current water bill.**

To be completed by applicant:

Facility Name: _____

Address: _____ City: _____

County: _____ Telephone: _____

To be completed by the County Environmentalist:

WATER (check only one):

✓ The facility's water supply is from an approved source.

_____ The facility's well has been tested and the report is attached.

SEWAGE (check only one):

_____ The facility is connected to a public or community sewage disposal system.

✓ The facility is served by an on-site sewage system adequate for the proposed use for see attached DPH septic evaluation report form residents.

Maximum Number of Residents

County Environmentalist: John Hinson (Print Name) EHS IV (Title)

Signature: _____ Date: 3/15/23

02/01/2012

Georgia Department of Public Health On-Site Sewage Management System Performance Evaluation Report Form

APPLICANT NAME:	PROPERTY/SYSTEM ADDRESS:	EVALUATION ID:
Marina Moore	**115 JOE CAREY RD WINTERVILLE, GA 30683**	**003468**
APPLICANT PHONE: **(706) 338-6763**		COUNTY: **Clarke**
APPLICANT EMAIL ADDRESS:	SUBDIVISION/LOT/BLOCK: //	REASON FOR EVALUATION: **Required by Other Agency (DCH)**

	Inspection Records
Yes	1. Inspection records exist for this septic system.
Yes	2. Inspection records indicate that all components of the septic system were properly constructed and approved at the time of original inspection. A copy of the original inspection report is attached.
	Maintenance Records (applicable copies are attached)
Yes	3. Maintenance or installation records indicate that the tank has been pumped out or installed within the past 5 years. Note: it is recommended that septic tanks be pumped at least once every 5 years.
N/A	4. Systems with aerobic treatment unit(s) (ATU): Records indicate the ATU has been serviced in accordance with the manufacturer's recommended maintenance schedule OR an authorized representative of the manufacturer has provided documentation that the ATU is operating sufficiently.
N/A	5. Systems with grease trap(s): Maintenance records indicate the grease trap(s) has been pumped out within the last 6 months OR documentation has been provided by a qualified individual confirming that the grease trap contains less than 75% of the designed grease holding capacity and is operating sufficiently.
	System Assessment and Existing Site Conditions (applicable copies are attached)
N/A	6. The septic tank was uncovered at the time of this County Board of Health Evaluation OR maintenance records exist and the tank appears to meet the required design, construction, and installation criteria. The appropriateness of the sizing and installation criteria of the absorption field cannot be verified since no initial inspection records exist.
N/A	7. A Georgia certified septic tank installer has provided written documentation of the system design, location, and components.
Yes	8. This site evaluation by the County Board of Health revealed no evidence of system failure.
No	9. This site evaluation by the County Board of Health revealed no evidence of adverse conditions which would affect the functioning of the system.
	Addition to Property
N/A	10. This site evaluation as well as the provided information indicate that the proposed construction to the home or property should not adversely affect the functioning of the existing system.
	Relocation of Home or Change of Use
No	11. This site evaluation as well as the provided information indicate that the system appears to meet the required design, construction, and installation criteria to accommodate the proposed relocation of the home or change of use for the facility should not adversely affect the functioning of the existing system.

See 2nd page for evaluation notes, disclaimer, and signature.

Georgia Department of Human Resources

ON-SITE SEWAGE MANAGEMENT SYSTEM INSPECTION REPORT

County Code (2-4)	Construction Permit (5-8)	Case Number (FHA, VA, etc.) (9-20)	Health Dist. (21-22)	Day (23-24)	Month (25-26)	Year (27-28)
029	82216		10	28	09	98

Property Location	Property Owner	County
115 1055 Joe Carrey Rd	Marina Moore	Clarke
	Sewage Disposal Contractor: Patrick Campbell	

ALL ITEMS: Blank = Not Applicable; 0 = Unknown — *ITEMS: 1 = Yes; 2 = No

SECTION A – GENERAL

1. Type Water Supply: (1) Public, (2) Community, (3) Indiv.	1
2. Financial Assistance: (1) FHA, (2) VA, (3) Farmers Home, (4) Conventional, (5) Other	4
3. House Structure: (1) New, (2) Existing < 1 year, (3) Existing > 1 year	1
4. Sewage Disposal Installation: (1) New, (2) Repair to existing sys.	1
5. If Repair of Existing System – Years System Installed: (1) < 1 year, (2) 1 – 2, (3) 2 – 3, (4) 3 – 5, (5) 5 – 10, (6) >10	
6. Percolation Rate Min./In.:	
7. *Is Property Part of a Subdivision:	2

SECTION B – FACILITY

1.**Type Facility: See Code Below	01
2. Water Usage Determined by: (1) No. Bedrooms, (2) No. Gallons	
3. Number Bedrooms or Gallons:	

SECTION C – LOT SIZE

1. Lot Depth (Average):	
2. Lot Width (Average):	
3. Building Line (Feet):	

SECTION D – PRIMARY TREATMENT

1. Sewage Disposal Method: (1) Septic Tank, (2) Construction Privy, (3) Pit Privy, (4) Aerobic Unit, (5) Other	1
2. Septic Tank Capacity (gallons):	1000
3. Unit 1 Tank/Compartment Capacity:	
4. Septic Tank Inside Length (feet):	
5. Septic Tank Inside Width (feet):	
6. Septic Tank Liquid Depth (feet):	
7. Septic Tank Material: (1) Precast concrete, (2) Poured in place, (3) Other	1
8. Dosing Tank Capacity (gallons):	
9. Grease Trap Capacity (gallons):	
10. Distance Septic Tank from Well:	

SECTION E – SECONDARY TREATMENT

1. Field Layout Method: (1) Distribution Box, (2) Level Field, (3) Serial, (4) Mound, (5) Other	2
2. Absorption Field:	
a. Total Square Feet	0918

b. Total Linear Feet	0318
c. Length each Trench (feet)	
d. Width of Trenches (inches)	36
e. Number of Trenches	01
f. Distance between Trenches	plan 08ft
g. Average Trench Depth (inches)	60
h. * Aggregate Proper Size	1
i. * Aggregate Proper Depth	24 inches 1
j. Distance from Building Foundation	04ft
k. Nearest Property Line: (1) Front, (2) Rear, (3) R. Side, (4) L. Side	4
l. Distance Nearest Property Line	0210
m. Distance Privy or Absorption Field from Well	

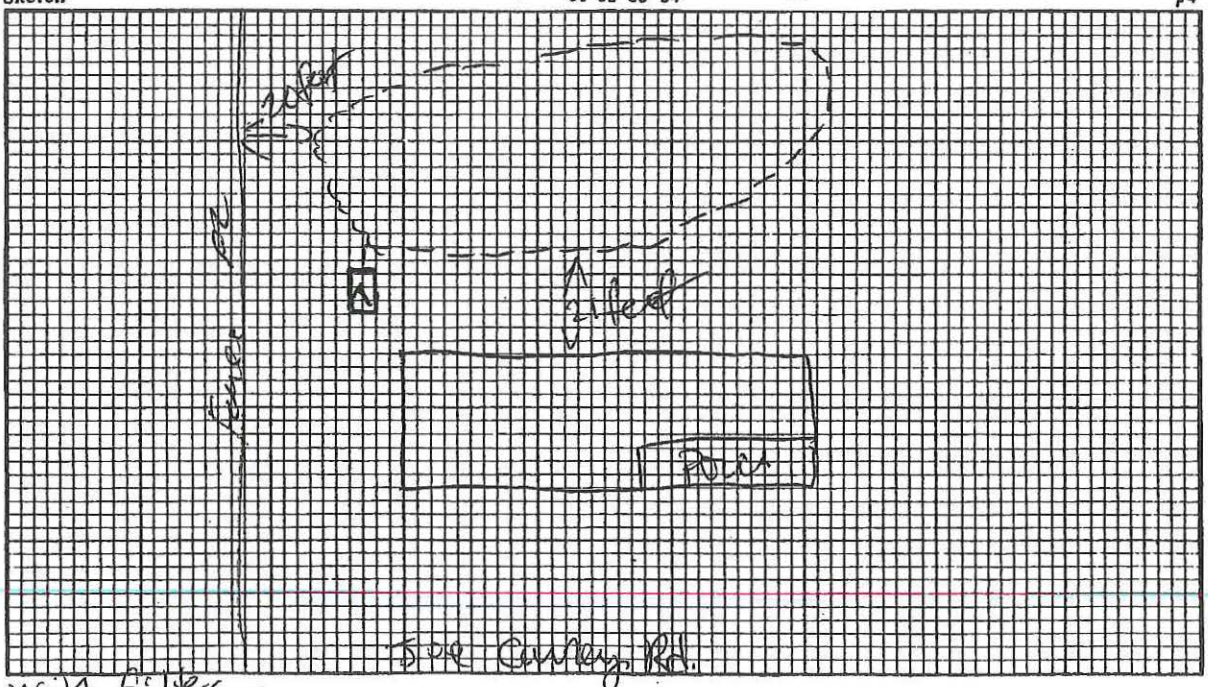
SECTION F – HEALTH AGENCY TIME

1. Total Inclusive Time (min.):	060

SECTION G – SYSTEM APPROVED

1. * Yes / 2. No	1

Sketch



1.**Type Facility
(1) Residence
(2) Apartment
(3) Institution
(4) Service Station
(5) Restaurant
(6) Church
(7) Tourist Accommodation
(8) Launderette
(9) Mobile Home Park
(10) Other (Specify) Modular Home

Remarks: Tee's in – with filter. –

ATHENS PROFESSIONAL SEPTIC & DRAIN SERVICE, INC.
45 Poplar Lane Colbert, GA 30628
706-207-3739

Date: May 8, 2018
Name: Marina Moore
Phone: 706-338-6763
Job Address: 115 Joe Carey Road Winterville, GA 30683

An inspection of the septic system was performed at the above job address by Athens Professional Septic & Drain Service, Inc. Section A is a description of the septic system before repairs, if any, were made. The findings are checked. Section B is a description of repairs made. Repairs made are checked. Section C is for recommendations given. Recommendations given are checked. Section D is a description of the cost of work completed.

SECTION A

1. Condition of ground above system: _X_ No signs of sewage ____Standing water ____Standing sewage ____Depressions ____Other____
2. Depth of tank: ___X_0-1 ft. ____ 1- 1.5 ft. ____ 1.5 -3 ft. ____ 3-4 ft. ____4 ft. ____>5 ft.
3. Condition of lids: ___X_ No visible cracks or damage ____Cracks in lid __Lid damaged ____Other_____
4. Type of lid: ____Sectional __X__2-door ____3-door ____Other_____
5. Thickness of sludge (bottom layer of solids): ____0 ft. __X___1-2 ft. ____2-3 ft. ____>3 ft.
6. Thickness of scum (top layer of solids): ____0 ft. __X__1-2 ft. ____2-3 ft. ____>3ft.
7. Condition of front tee: _X__ Good condition ____Needs repair ____Needs replacement ____None present
8. Grease build-up or roots in the front tee: ____None __X__Grease ____Roots ____Other_____
9. Condition of back tee: __X_ Good condition ____Needs replacement
10. Condition of drain field: __X__Accepts effluent from tank without difficulty. ____Slowly accepting effluent from tank.
    ____Not accepting effluent from tank. ___ Effluent flowing back into tank from drain field.
    ____Effluent standing on ground above septic system.
    ____Other:_____
11. Condition of sides and bottom of tank: ____Not observed____ No cracks or damage __X__ Cracks ____Damage ___Other_____
12. Filter present: ___X_Yes ____ No Filter Causing Back Up: _____Yes _____No
13. Condition of outlet line: _X__ No observation needed ____Needs replacement
14. Condition of distribution box: _X__ No observation needed ____Needs jetting ____Needs pumping and cleaning ___Other_____
15. Size of tank in gallons: ____500 ____650 ____750 _X_1000 ____1500 ____2000 ____Other_____
16. Additional tank: ____yes, see additional description __X__ no
17. Condition of main sewage line from house to tank: __X__No evidence of obstruction ____ Grease blockage- needs clearing
    ____Root blockage- needs clearing ____Needs replacement
18. Cleanout present: ___ Yes __X__ No 19. Number of hoses _5___
20. Comments: _____

SECTION B

1. Repair to lids: ____Lid replaced ____Lid repaired with concrete
2. Repair to front tee: ____Tee replaced ____Tee cleaned of roots _X___Tee cleaned of grease ____Other_____
3. Repair to back tee: ____Tee replaced ____Tee cleaned of roots ____Tee cleaned of grease ____Other_____
4. Repair to drain field: ____Jetted drain field ____Pumped solids out of drain field ____Pulled roots out of drain field ____Other_____
5. Repair to tank: ____Filled in cracks with concrete ____Other_____
6. Filter: ____Cleaned ___ No filter _X__other____Customer cleaned filter before we arrived_____
7. Repair to outlet line: ____Outlet line replaced ____Other_____
8. Repair to distribution box: ____Jetted d-box ____Cleaned roots out of d-box ____Pumped out d-box ____Other_____
9. Repair to main line: ____Unstopped with sewer machine ____Unstopped with jetter ____Replaced main line ____Other_____
10. Septic tank pumped: __X___ Yes ____No 11. Additional gallons: ____Yes_____ __X_ No
12. Comments: _____

SECTION C

1. ____Drain field needs repair or replacement. Contact:_____ 2. ____Main line needs to be replaced.
3. ___ Pumping out the septic tank may allow the drain field to dry out and then accept effluent from the tank. If the drain field still does not accept effluent from the tank, then we recommend drain field repair. Contact: _____
4. __?__Recommend diverting gutters away from drain field. 5. __?__Recommend adding dirt and grading ground above drain field.
6. __X__Leak In Home, Recommend Getting Repaired 7. ____Other:_____

Technician's Signature:_____ Customer's Signature:_____

SECTION D

Description				Quantity	Price	Amount	
Septic Tank Pumped	Septic Tank Inspection Only			1000 Gallon	400.00	400	00
Additional Gallons	Dosing Tank Inspection						
Auger 50 Machine	100 Machine	300 Machine	Jetter				
Pump Truck	Clean Filter						
Outlet Line Replaced	Distribution Box Repair						
Sectional Lid	Locater	Bacteria Additive	Degreaser				
Front Tee Replaced	Back Tee Replaced	Sewer Popper Added					
Lid Replacement	Risers Installed						
Main Line Replaced	Depth Greater Than 18"						
Irrigation Line Over Top	Water Line Over Top	Electrical Line Over Top					
Telephone Line Over Top	Cable Line Over Top	Discount					
Charge for Excessive Wipes							
					TOTAL	400.00	

Paid 10/10 Dbl inc

QB 2018

emailed 05/08

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY GEORGIA, WITH RESPECT **TO SPECIAL USE APPROVAL IN THE C-N (COMMERCIAL NEIGHBORHOOD) DISTRICT ON APPROXIMATELY 6 ACRES OF LAND LOCATED AT 3080 DANIELSVILLE ROAD**; AND FOR OTHER PURPOSES.

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

SECTION 1. The map constituting the current C-N district in which one parcel of land totaling approximately 6 acres of land located at 3080 Danielsville Road, Athens, Georgia, is hereby amended to provide for Special Use approval to permit a veterinary clinic to operate on said parcel, as shown on Attachment A hereto.

The subject parcel is more fully described according to that certain document entitled "Site Development Plans for Lo Alliance Athens – Blue Frog, 3080 Danielsville Road, Athens, GA" dated June 12, 2023, prepared by James J. Carter, registered professional engineer, designated in the lower right-hand corner as sheet number "SUP1," and being on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. Said parcel is known as 211 028 on the Athens-Clarke County tax map, being on file and available for inspection in the office of the Athens-Clarke County Planning Department, 120 West Dougherty Street, Athens, Georgia. The date of this amendment to the Official Zoning Map of Athens-Clarke County as shown by Attachment A shall be noted on said Official Zoning Map in the office of the Clerk of Commission, 301 College Avenue, Athens, Georgia, and duly noted in the minutes of the Commission meeting.

SECTION 2. The binding site plan associated with this ordinance and incorporated herein by reference is comprised of four sheets in total, with each sheet being titled and numbered in the lower right-hand corner and stamped "Binding 6-28-23." The respective title, sheet number, and date of each sheet is listed below:

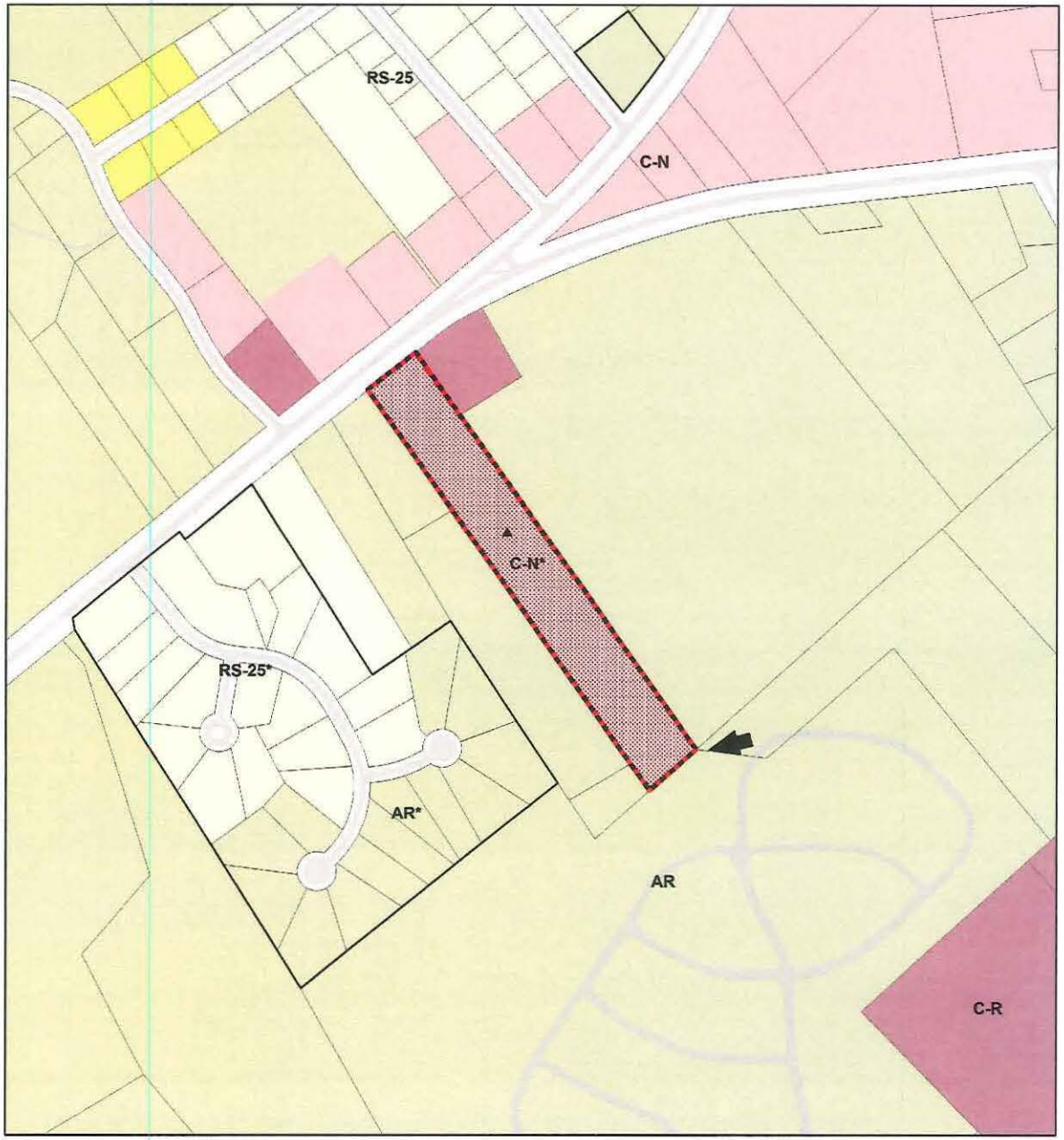
Sheet Title	Sheet Number	Date
Special Use Site Plan	SUP1	06/12/2023
Tree Management Plan	TMP	06/12/2023
Front and Right Side Elevations	A-6.1	04/28/2023
Rear and Left Side Elevations	A-6.2	04/28/2023

The binding written report associated with this ordinance consists of six pages in total, is entitled "Lo Alliance Veterinary Facility, Project Narrative & Written Report," dated April 28, 2023, revised June 12, 2023, and is stamped "Binding 6-28-23." Said report is on file and available for public inspection in the office of the Athens-Clarke County Planning Department, 120 W, Dougherty Street, Athens, Georgia.

SECTION 3. The following conditions of zoning are associated with this ordinance:

1. The existing condition of a binding site plan for mini-warehouse/self-storage is removed.
2. The applicant shall amend their plan to show a parcel division with a minimum 50’ wide strip to the rear of the lot for access and utilities. The front lot, as shown on the site plan, shall be provided a driveway easement across the strip to ensure access.
3. The applicant shall amend their plan as necessary, in consultation with TPW Staff, to address the comment relating to the driveway expansion.

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



The Official Zoning Map of Athens-Clarke County

Legend

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

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

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

330 165 0 330 660 990 Feet

ATTACHMENT A	SUP-2023-05-0866 SPECIAL USE
543	3080 DANIELSVILLE ROAD Jessica Hood / Carter Engineering John Chandler & Susan Willis
FROM: C-N	TO: Special Use in C-N

TAX PARCEL #	PLANNING COMMISSION MEETING DATE	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE
211 028	June 1, 2023	August 1, 2023

DATE: 6.1.23	FILE NO: SUP-2023-05-0866

LOCATION: 3080 Danielsville Road
APPLICANT: Jessica Hood / Carter Engineering
OWNER: John Chandler & Susan Willis
REQUEST: Special Use in C-N (Commercial-Neighborhood)
COMMISSION DISTRICT: 9

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Absent				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Absent				Lucy Rowland Present	X		
Matthew Hall, Vice-Chair Present				Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	5	0	0

For: Freja Carlson (Carter Engineering)
Against: None

Discussion: The discussion focused on the driveway separation and use of rear portion of parcel. Both need some attention by the applicant prior to submission for Mayor & Commission

Motion: After modifying Condition #3, Ms. Morales made a motion to approve with conditions. Ms. Kinman seconded the motion, which passed 5-0.

Condition:

1. The existing condition of a binding site plan for mini-warehouse/self-storage is removed.
2. The applicant shall amend their plan to show a parcel division with a minimum 50' wide strip to the rear of the lot for access and utilities. The front lot, as shown on the site plan, shall be provided a driveway easement across this strip to ensure access.
3. The applicant shall amend their plan as necessary, in consultation with TPW Staff, to address the comment relating to driveway separation.
4. The applicant shall amend their plan to demonstrate compliance with the following tree canopy standards:
    a. 8.7.15 (Table 1). Calculations for minimum canopy conserved requirements for tract A are incorrect in terms of square feet. Please show correct calculations.
    b. 8.7.15 (Table 1). 2.10 acres of conserved canopy in tract B account for 37% of the total area of tract B's 5.63 acres. The plan does not demonstrate how the remainder of the total tree canopy cover for tract B, which is 45%, will be met. Please demonstrate with math how the requirement of 45% total conserved and planted tree canopy cover will be met.

STAFF REPORT
SPECIAL USE PERMIT
3080 DANIELSVILLE ROAD
SUP-2023-05-0866
JUNE 1, 2023

APPLICANT: .....Jessica Hood / Carter Engineering

OWNER: .....John Chandler & Susan Willis

ZONING REQUEST: .....Special Use in C-N

TYPE OF REQUEST: .....Type II

LOCATION: .....3080 Danielsville Road

TAX MAP NUMBERS: 211 028

COUNTY COMMISSION DISTRICT: 9

SIZE OF REZONING AREA: .....6 Acres

PRESENT USE: .....Single Family Residential

PROPOSED USE: .....Veterinary Clinic

PUBLIC NOTICE POSTED: .....May 16, 2023

STAFF RECOMMENDATION: .....***APPROVAL WITH CONDITIONS***

PLANNING COMM. RECOMMENDATION: .....***APPROVAL WITH CONDITIONS***

MAYOR & COMMISSION AGENDA SETTING: ...July 18, 2023 (tentative)

MAYOR & COMMISSION VOTING SESSION: .....August 1, 2023 (tentative)

I. Summary Recommendation

This Special Use request is for a veterinary clinic in the Commercial Neighborhood (C-N) zone in the northern portion of the County at 3080 Danielsville Rd. The site is on the edge of the Norwood neighborhood commercial node, which includes a few smaller commercial and industrial businesses amongst large single-family parcels and a few platted neighborhoods (1/3 acre lots and above).

A veterinary clinic can mix well with these neighboring properties without negatively impacting the development intensity or traffic. The commercial node has maintained a rural feel and continued to function with detached smaller-scale uses. Staff has a few suggestions and conditions in the report to assist the project in overall function including removal of the 1987 conditional use for a self-storage facility, and the creation of a flag lot with a driveway easement to minimize the expense of connecting the rear lot to utilities in the future. Staff recommends **approval with conditions**:

Conditions

1. The existing condition of a binding site plan for mini-warehouse/self-storage is removed.

2. The applicant shall amend their plan to show a parcel division with a minimum 50' wide strip to the rear of the lot for access and utilities. The front lot, as shown on the site plan, shall be provided a driveway easement across this strip to ensure access.
3. The applicant shall amend their plan to address the comment relating to driveway separation.
4. The applicant shall amend their plan to demonstrate compliance with the following tree canopy standards:
   A. 8.7.15 (Table 1). Calculations for minimum canopy conserved requirements for tract A are incorrect in terms of square feet. Please show correct calculations.
   B. 8.7.15 (Table 1). 2.10 acres of conserved canopy in tract B account for 37% of the total area of tract B's 5.63 acres. The plan does not demonstrate how the remainder of the total tree canopy cover for tract B, which is 45%, will be met. Please demonstrate with math how the requirement of 45% total conserved and planted tree canopy cover will be met.

Planning Commission Recommendation: Commissioners discussed driveway separation and the use of the rear of the property. After modifying Condition #3, **Commissioners recommended approval with conditions.** [STAFF NOTE: The applicant has amended their plan to comply with Condition #4, so it is no longer in effect.]

Conditions

1. The existing condition of a binding site plan for mini-warehouse/self-storage is removed.
2. The applicant shall amend their plan to show a parcel division with a minimum 50' wide strip to the rear of the lot for access and utilities. The front lot, as shown on the site plan, shall be provided a driveway easement across this strip to ensure access.
3. The applicant shall amend their plan as necessary, in consultation with TPW Staff, to address the comment relating to driveway separation.
4. The applicant shall amend their plan to demonstrate compliance with the following tree canopy standards:
   A. 8.7.15 (Table 1). Calculations for minimum canopy conserved requirements for tract A are incorrect in terms of square feet. Please show correct calculations.
   B. 8.7.15 (Table 1). 2.10 acres of conserved canopy in tract B account for 37% of the total area of tract B's 5.63 acres. The plan does not demonstrate how the remainder of the total tree canopy cover for tract B, which is 45%, will be met. Please demonstrate with math how the requirement of 45% total conserved and planted tree canopy cover will be met.

II. Purpose of Applicant Request

A. Proposal

The applicant is requesting a Special Use Permit for a veterinary clinic in a Commercial Neighborhood (C-N) district. The request is located in the Norwood neighborhood business node in the northern portion of the county. The area contains single family-detached homes, small businesses (gas station, restaurants, convenience store) and a few industrial/employment businesses. The

surrounding properties are zoned Agricultural Residential (AR), Commercial Rural (C-R), Single Family Residential (RS-25) and C-N. Existing uses on directly adjacent properties include a single-family residence, a landscaping business and multi-tenant commercial center with a gas station.

The project proposes one main structure (3,100 sf) and 17 associated surface parking spaces. No outdoor kennels are proposed. The clinic is shown to use 1.42 acres of the 6-acre site. Other plans have been discussed for the rear portion of the site including a personal care home. However, they are not part of this request.

B. Existing Conditions

The 6-acre parcel contains one single family dwelling. It has approximately 180 ft. of frontage on Danielsville Rd and almost 1544 ft. of depth. It is zoned C-N as are the properties across the street. Adjacent properties are zoned AR and C-R; they consist of two single family dwellings, three vacant parcels, a commercial multi-tenant center with gas station, a landscaping business and a manufactured home park. Much of the property in this portion of the county is heavily wooded including the non-commercial surrounding properties.

This parcel did receive approval for a rezone in 1987 from Agricultural Residential (AR) to Local Business (LB) for means of constructing a mini-warehouse/self-storage operation. That approval had two associated conditions which still apply, one to the binding site plan which staff has mentioned must be removed and the other dealt with associated ingress/egress for the specific plan which does not apply to this current request.

III. Policy Analysis

A. Compatibility with Comprehensive Plan

The 2023 Comprehensive Plan calls for the following policies:

Land Use

- *Re-examine zoning standards to ensure that they are delivering on community objectives such as affordable housing, provision of parkland and greenspace, environmental sustainability, etc.*

The zoning of this property and location in the County are a bit unique. This request gives Staff, Planning Commission and eventually Mayor & Commission an opportunity to see if the proposed use fits and will not create incongruencies with neighboring parcels. Staff thinks that the location is sufficient and compatible for a veterinary clinic.

B. Consistency with Future Land Use Map

The 2023 Future Land Use Map designates the subject parcel as *Future Land Use Rural*, which is described as follows:

Rural

Rural lands are intended to have very low residential density. To maintain open space, clustering of dwellings is encouraged with common open spaces protected by conservation easements. Agricultural functions are encouraged, as well as other compatible uses, such as limited low-impact commercial uses, equestrian facilities and other animal boarding uses.

No change to the Future Land Use Map is required since the proposed zoning action is already consistent with the Map. The proposal is consistent with the Future Land Use description for this use.

C. Consistency with the Zoning Map

The applicant has requested a Special Use in the C-N for a veterinary clinic. The following information has been provided to show the development intensity the C-N zone.

Standard	C-N Zoning
Minimum Lot Size	5,000 sq. ft.
Density	16 units (bedrooms) / acre
Max Lot Coverage	75%
Max Building Height	65 ft.
Setbacks	FY = 10 ft. Side = 6-10 ft
Conserved Canopy	15%
Total Canopy	45%
Parking	1 / 300 sq. ft. of floor area

The Athens-Clarke County Zoning Ordinance utilizes Commercial Neighborhood for smaller area business nodes. Typically, those occur in town and are surrounded by denser residential neighborhoods. This business district is more of a rural crossroads providing some amenities to residents in a less dense situation. The veterinary clinic use fits in well for this proposed request with surrounding neighbors that have small commercial/industrial operations and larger lot residences.

D. Consistency with Other Adopted ACCGov Plans, Studies, or Programs

This request does not touch on additional plans, studies or programs.

IV. Technical Assessment

A. Environment

The Arborist has reviewed the tree management plan and offered the following comments:

To be zoning compliant, the following should be addressed in the tree management plan.

- *8.7.15(table 1). Calculations for minimum canopy conserved requirements for tract A are incorrect in terms of square feet. Please show correct calculations.*
- *8.7.15(table 1). 2.10 acres of conserved canopy in tract B account for 37% of the total area of tract B's 5.63 acres. The plan does not demonstrate how the remainder of the total tree canopy cover for tract B, which is 45%, will be met. Please demonstrate with math how the requirement of 45% total conserved and planted tree canopy cover will be met.*

B. Grading and Drainage

The Transportation and Public Works Department has reviewed the proposal and is satisfied in regards to grading and drainage.

C. Water and Sewer Availability

The Public Utilities Department has reviewed the proposal and recommended approval.

D. Transportation

The Transportation and Public Works Department has reviewed the proposal and offered the following comment:

- *The required driveway separation on Danielsville Rd is 150 feet. Given the location of the existing adjacent driveways, this will need to be addressed.*

E. Fire Protection

The Fire Marshal has reviewed the proposal and offered the following comment:

- *The access road shall be 26 ft. wide*

F. Compliance with the Zoning Ordinance and Development Standards

In regards to code compliance the proposal is in good shape with the exception of the technical standards comment mentioned above. The project does appear to be using an alternative parking allowance for professional service, office and medical uses that permits 6 spaces/1,000 sf of building floor area given additional spaces over the maximum allowable are constructed with a pervious paving system. 9 of the 17 proposed spaces are shown as pervious.

Special Use requests are evaluated using the following criteria:

a) *Similarity in scale, bulk, and coverage.*

The proposed structure and parking are similar in size or smaller than the adjacent business uses. They are a little bit larger than the surrounding residential uses.

b) *Character and volume of traffic and vehicular parking generated by the proposed use and the effects on surrounding streets. Increases in pedestrian, bicycle, and mass transit use are considered beneficial regardless of capacity of facilities.*

Similar to the size, the proposed use is on par with the businesses in the area in regards to traffic, but more impactful than the residential dwellings. The area is served by Transit via the North Side circulator which is an on-demand route.

c) *Architectural compatibility with the surrounding area.*

The structure is fairly simple in form—single-story with a lower pitched roof and using elements common to a single-family home. It should blend well between the businesses and the residences.

d) *The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality, including the generation of smoke, dust, odors, or environmental pollutants.*

The proposal shows an area for stormwater detention and will have to comply with all current standards. The use will not give off smoke, dust, odors or environmental pollutants.

e) *Generation of noise, light, and glare.*

The proposal will not generate excessive noise, light or glare. There is an outdoor run for animal trips, but there is no sustained, outdoor animal retention or kennels.

f) *The development of adjacent properties compatible with the future development map and the zoning district.*

The development of this parcel, as proposed, will not impact the future considerations of the adjacent properties. The use fits in with the more rural nature of homes in the area and small-scale commercial/industrial uses.

g) *Impact on future transportation corridors.*

Danielsville Rd is a northbound connection to GA Hwy 106, but is mirrored by GA Hwy 29. Limited turning actions will accompany the proposed use, however the impact is minimal to the use of Danielsville Rd.

h) *Impact on the character of the neighborhood by the establishment or expansion of the proposed use in conjunction with similar uses.*

As stated previously, this proposal fits in with the commercial and industrial uses while also not overwhelming adjacent residential properties.

i) *Other factors found to be relevant by the hearing authority for review of the proposed use.*

No other factors have been found to be relevant.

In Staff's opinion, the proposal meets all of the required Special Use criteria.

End of Staff Report.

Reviewed — Zoning Criteria Considered by Staff

The following factors have been considered as set forth in Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322, 232 S.E.2d 830 (1977).

☒ The proposed zoning action conforms to the Future Land Use map, the general plans for the physical development of Athens-Clarke County, and any master plan or portion thereof adopted by the Mayor and Commission.

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

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

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

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

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

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

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

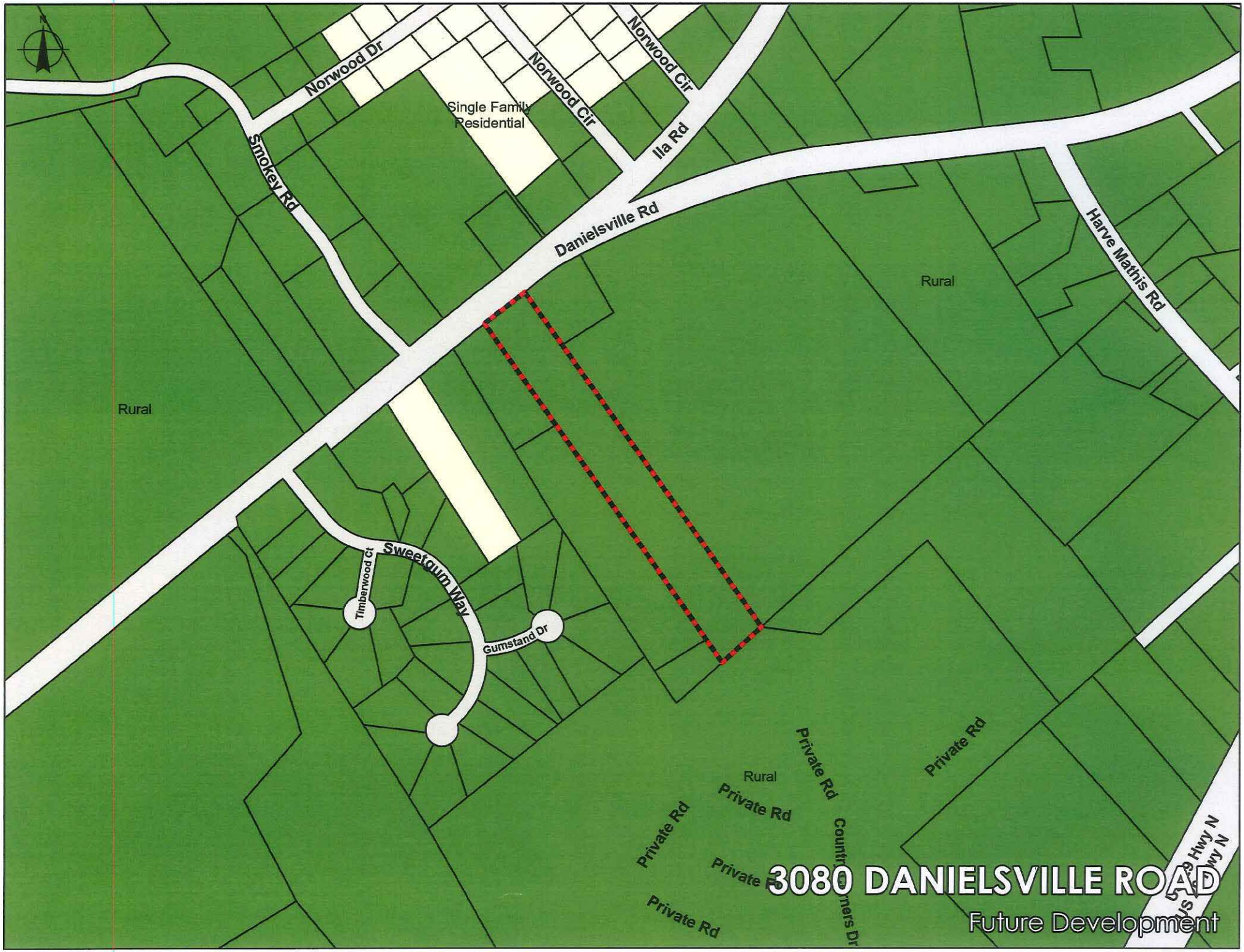
☒ Whether there are substantial reasons why the property cannot be used in accordance with existing zoning; provided, however, evidence that the economic value of the property, as currently zoned, is less than its economic value if zoned as requested will not alone constitute a significant detriment.

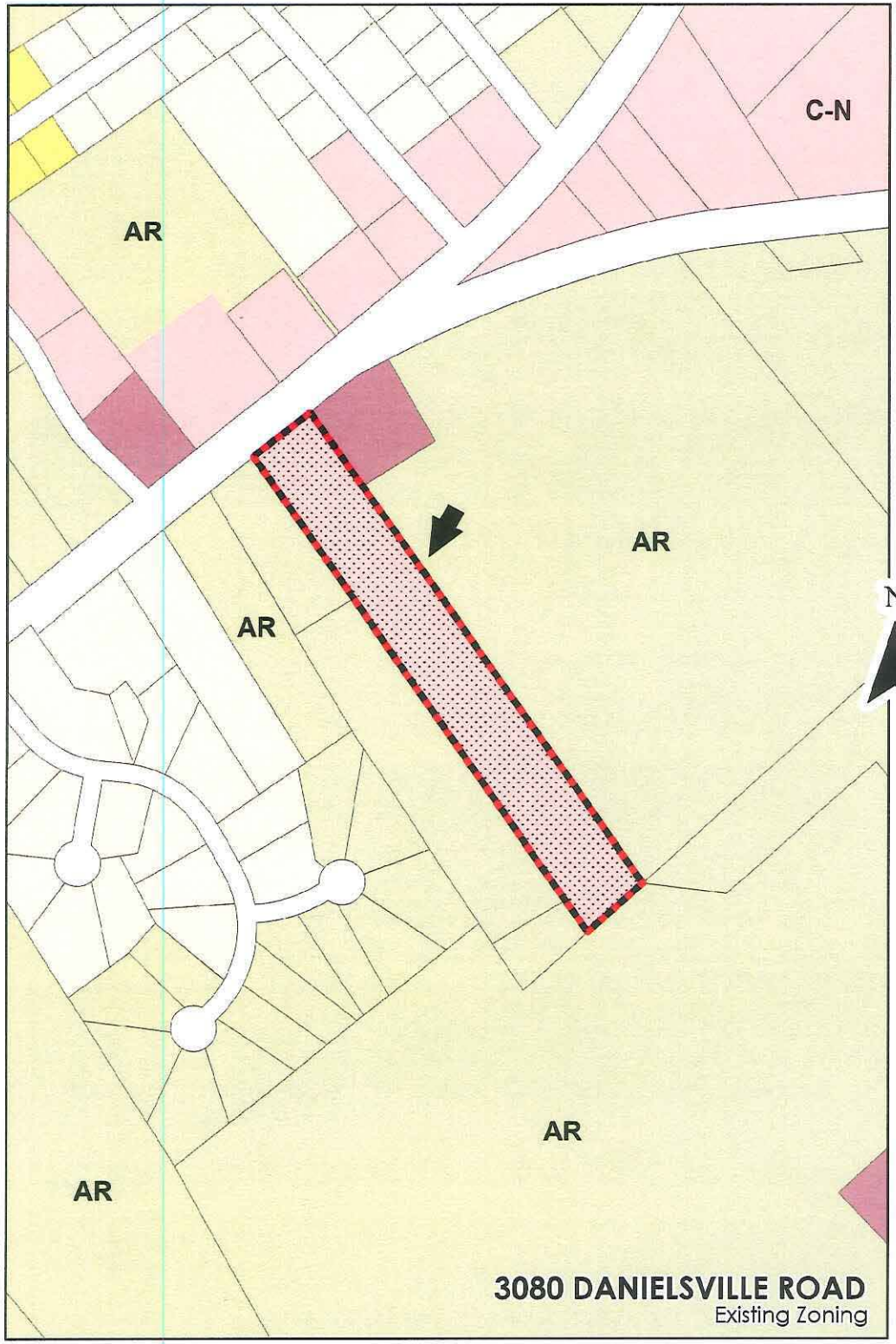
☒ Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal.

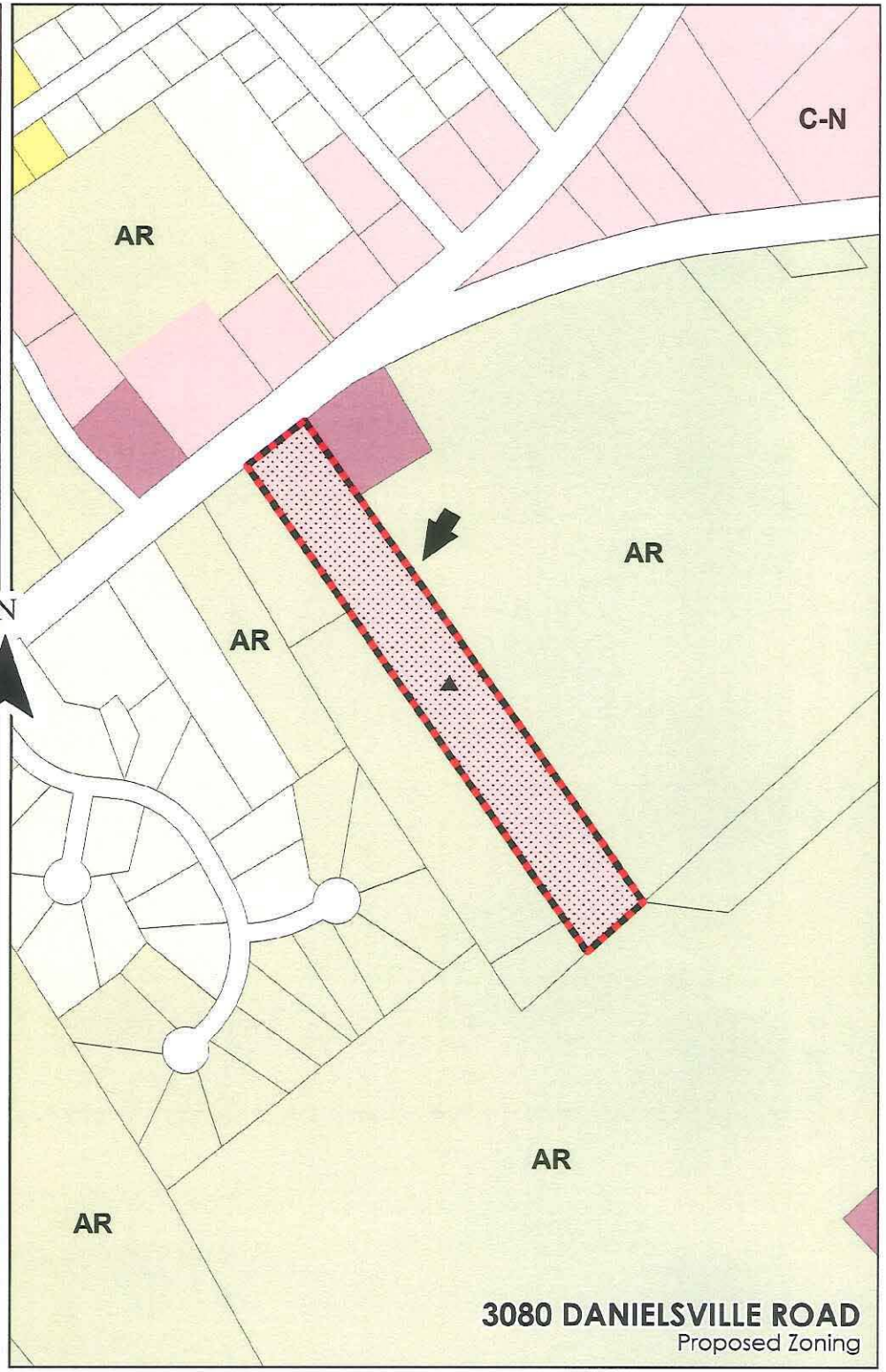
☒ Public services, which include physical facilities and staff capacity, exist sufficient to service the proposal.

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

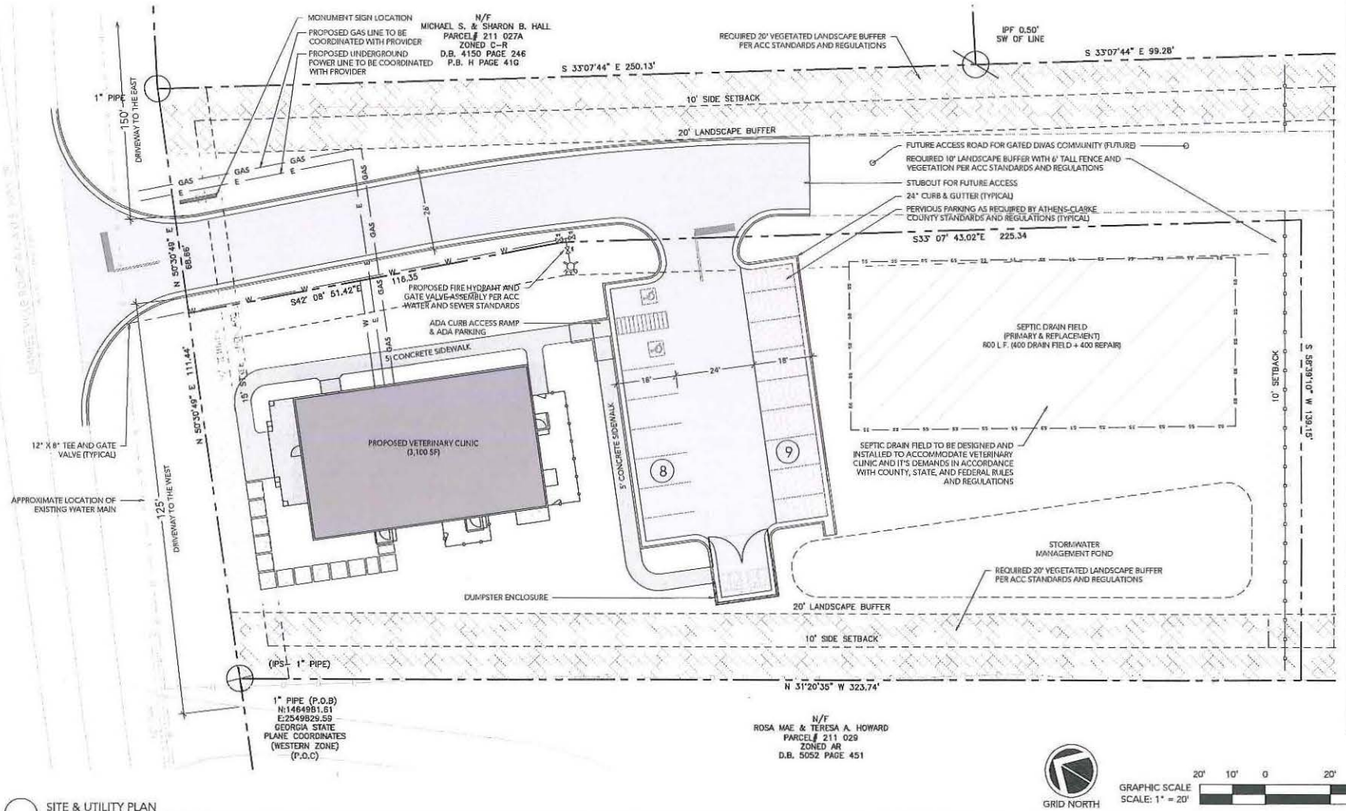
☒ The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.


Norwood Dr
Norwood Cir
Norwood Cir
Single Family Residential
Ila Rd
Smokey Rd
Danielsville Rd
Harve Mathis Rd
Rural
Rural
Sweetgum Way
Timberwood Cir
Gumstand Dr
Rural
Private Rd
Private Rd
Private Rd
Private Rd
Private Rd
Private Rd
Countryside Corners Dr
US 29 Hwy N
3080 DANIELSVILLE ROAD
Future Development

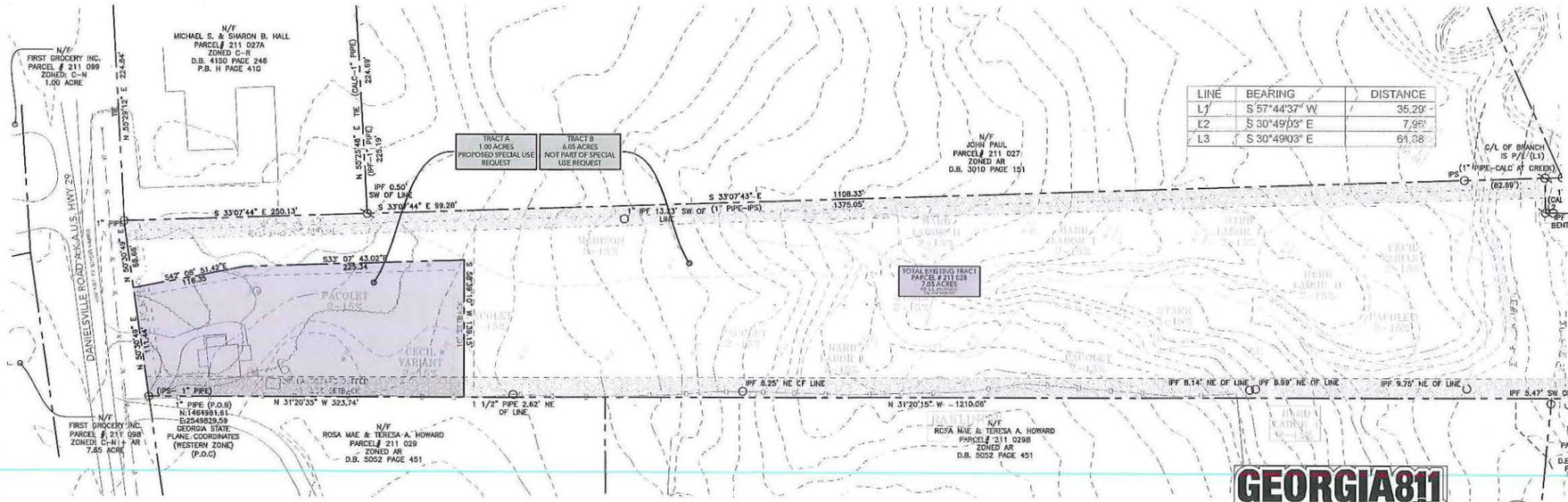

C-N
AR
AR
AR
AR
AR
3080 DANIELSVILLE ROAD
Existing Zoning


C-N
AR
AR
AR
AR
AR
N
3080 DANIELSVILLE ROAD
Proposed Zoning

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SITE & UTILITY PLAN
1"=20'-00"



LINE	BEARING	DISTANCE
L1	S 57°44'37" W	35.29'
L2	S 30°49'03" E	7.95'
L3	S 30°49'03" E	61.08

OVERALL EXISTING CONDITIONS PLAN
1"=60'-00"

GEORGIA811
Utilities Protection Center, Inc.
Know what's below
Call before you dig

ATHENS-CLARKE COUNTY NOTES

THE PROJECT AND USE WILL COMPLY WITH THE SOLID WASTE AND RECYCLING ORDINANCE OF THE A-CC CODE OF ORDINANCES. PROPERTY MANAGEMENT TO COORDINATE SERVICE WITH SOLID WASTE PROVIDER. RECEPTACLES TO BE SCREENED PER ORDINANCE

ALL OUTDOOR LIGHTING FIXTURES AND PRODUCTS SHALL ADHERE TO ALL STANDARDS IN SECTION 9-19-4 AND 9-25-8(B)(5) OF THE ATHENS-CLARKE COUNTY CODE OF ORDINANCES

TRACTS AS SEEN SHALL BE RECOMBINED PENDING SPECIAL USE APPROVAL AND AS REQUIRED PER THE A-CC CODE OF ORDINANCES AND AS APPROPRIATE PER APPLICABLE PROCEDURES.

PARKING CALCULATIONS & SUMMARY

MEDICAL OFFICE REQUIREMENT:ONE SPACE PER 350 SQUARE FEET OF GROSS FLOOR AREA

GROSS FLOOR AREA	3,100 SF
REQUIRED PARKING	7 PARKING SPACES
TOTAL PARKING ALLOWED (110%)	10 PARKING SPACES
REQUIRED PERVIOUS PARKING	7 PARKING SPACES
PROVIDED PERVIOUS PARKING	9 PARKING SPACES
TOTAL PARKING PROPOSED	17 PARKING SPACES
HANDICAP PARKING PROVIDED	2 PROVIDED / 2 REQUIRED

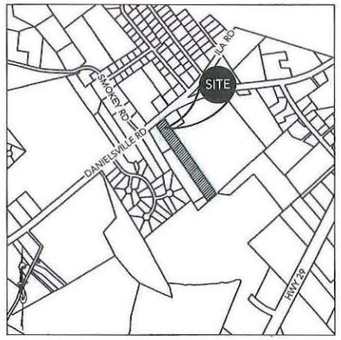
SITE CALCULATIONS & SUMMARY

TOTAL TRACT A	43,560 SF
PROPOSED IMPERVIOUS COVERAGE	
VEHICULAR (IMPERVIOUS)	8,960 SF
VEHICULAR (PERVIOUS)	1,240 SF
STRUCTURE	3,100 SF
PEDESTRIAN	1,940 SF
TOTAL IMPERVIOUS	15,240 SF
TOTAL LANDSCAPE	28,320 SF
ALLOWED COVERAGE	75.00%
PROVIDED COVERAGE	34.99%

DRIVEWAY SEPARATION NOTE

THE REQUIRED DRIVEWAY SEPARATION ON DANIELSVILLE ROAD IS 150-FEET. GIVEN THE CONSTRAINTS OF THE SITE AND PARCEL, THE DRIVEWAY CAN ONLY BE LOCATED 130-FEET FROM ONE EXISTING DRIVEWAY, THE EXISTING WIDTH OF THE PROPERTY IS ONLY 180-FEET AND THEREFORE IT IS IMPOSSIBLE TO HAVE A DRIVEWAY LOCATED ON ANY PORTION OF THE SITE WHERE IT IS 150-FEET FROM EXISTING DRIVEWAYS.

THE LOCATION SHOWN ON THE SITE PLAN IS 150-FEET AWAY FROM THE CLOSEST DRIVEWAY TO THE EAST, AND 125-FEET AWAY FROM THE CLOSETS DRIVEWAY TO THE WEST (SEE SITE PLAN).



LOCATION MAP
SCALE: N.T.S.

PROJECT INFORMATION

DRAWING SET PREPARED BY:	OWNER/DEVELOPER:
CARTER ENGINEERING	BLUE FROG, LLC
3651 MARS HILL ROAD, STE 2000	311 SUTTON GATE DRIVE, STE 120
WATKINSVILLE, GA 30677	SUWANEE, GA 30024
CONTACT: JEFF CARTER, P.E.	CONTACT: DANIELLE BERRY
PHONE: 770.725.1200	PHONE: 803.324.8294
JEFF@CARTERENGINEERING.COM	DBERRY@BFROG.NET

SITE INFORMATION

JURISDICTION	ATHENS-CLARKE COUNTY
PROPERTY LOCATION	3080 DANIELSVILLE ROAD ATHENS, GA 30601
TOTAL TRACT ACREAGE	7.05 ACRES
TRACT A ACREAGE (SUP)	1.00 ACRES
TRACT B ACREAGE	6.05 ACRES
DISTURBED ACREAGE	1.42 ACRES
PARCEL NUMBER	211 028
CURRENT ZONING	C-N (COMMERCIAL NEIGHBORHOOD)
PROPOSED ZONING	C-N (SPECIAL USE)
EXISTING USE	VACANT RESIDENTIAL
PROPOSED USE	VETERINARY CLINIC
BUFFERS REQUIRED	15' STREET FRONTAGE BUFFER 10'/20' BUFFER ALONG RESIDENTIAL
REQUIRED BUILDING SETBACKS	FRONT: 10-FEET SIDE: 10-FEET REAR: 10-FEET
MAXIMUM LOT COVERAGE	75%
MINIMUM LANDSCAPE	25%
MAXIMUM BUILDING HEIGHT	65-FEET
SANITARY SEWER SERVICE	ON-SITE SEPTIC
WATER SERVICE	ATHENS-CLARKE COUNTY
CONTOUR INTERVAL	2-FEET
TOPOGRAPHY INFORMATION	ATHENS-CLARKE COUNTY LIDAR
BOUNDARY/SURVEY INFORMATION	BASELINE SURVEYING (01.10.23)
FEMA FIRM NO.	13059 C0008E
FEMA FIRM DATE	9/30/2016
FEMA SFHA ZONE	ZONE X (NEAR ZONE AE)

UNDERGROUND UTILITY DISCLAIMER
THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD INFORMATION AND/OR EXISTING DRAWINGS. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE OWNER, HIS/HER EMPLOYEES, CONSULTANTS AND CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE CARTER ENGINEERING IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD LOCATE ALL UTILITIES PRIOR TO COMMENCING WORK AND NOTIFY ENGINEER IF A DISCREPANCY IS FOUND. SPECIFICALLY, THE CONTRACTOR SHALL VERIFY THE INVERT ELEVATIONS OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES PRIOR TO COMMENCEMENT OF STORM AND SANITARY SEWER CONSTRUCTION.

CARTER
ENGINEERING
CARTER ENGINEERING
3651 MARS HILL ROAD, STE 2000
WATKINSVILLE, GA 30677
T 770.725.1200
F 770.725.1201
www.carterengineering.one

SEALS

GEORGIA REGISTERED No. 31777 ENGINEER JAMES J. CARTER

GSWCC Level II Certification
No. 00000000083

SITE DEVELOPMENT PLANS FOR LO ALLIANCE ATHENS - BLUE FROG

3080 DANIELSVILLE ROAD | ATHENS, GA

REVISION DATE & DESCRIPTION	
1	SUP1 ISSUE SUBMITTAL - 04.19.23
2	SUP1 REVISION - 06.12.23
3	
4	
5	
6	

Binding
Sophie Jaynes
6-28-23

SHEET TITLE
SPECIAL USE SITE PLAN

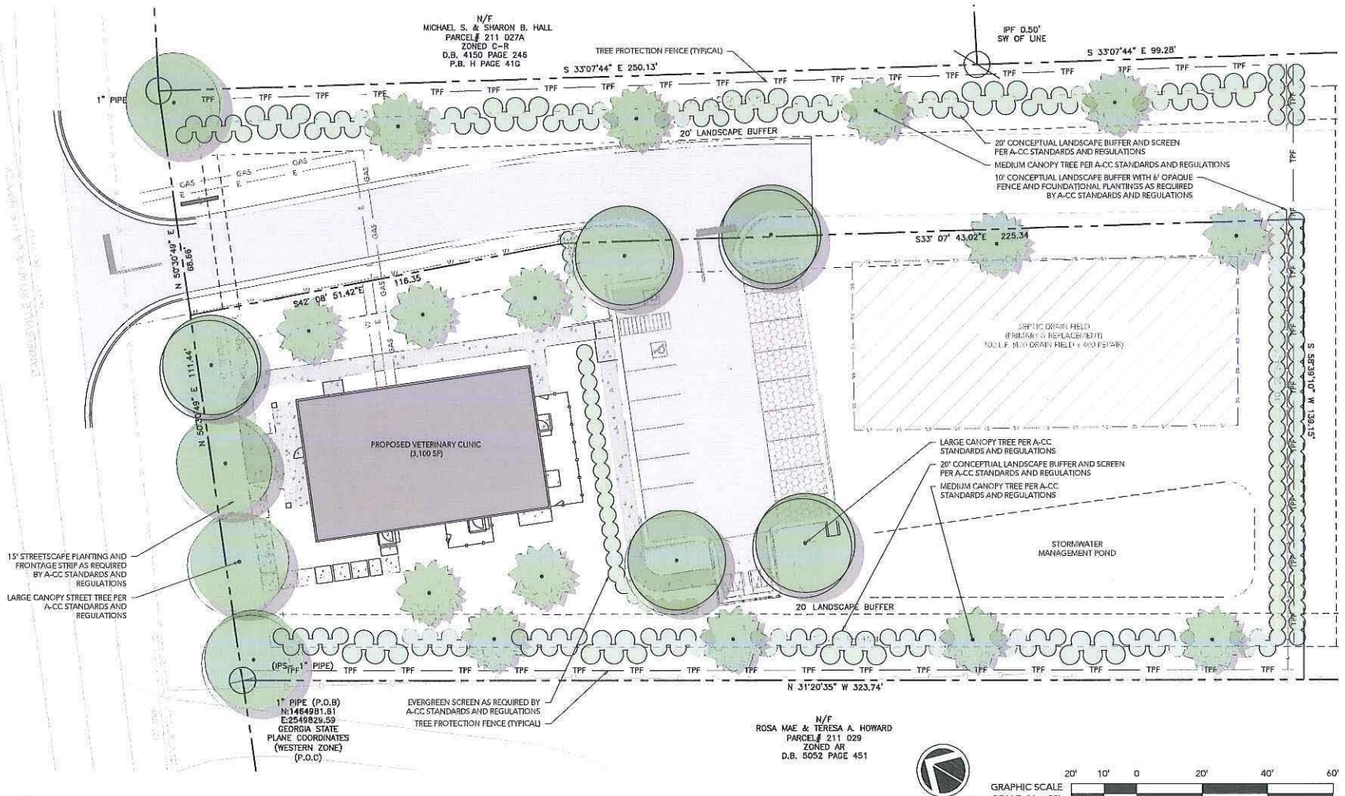
PROJECT NAME
BLUE FROG

SHEET NUMBER
SUP1

PROJECT NUMBER
23003BFDB

DATE:
6.12.2023

ENGINEER/DESIGNER NOT RESPONSIBLE FOR COST CHANGES DURING PRELIM/AMP PHASE BIDS & QUOTES SHALL BE BASED ON PLANS LABELED "ISSUE FOR CONSTRUCTION"



TREE MANAGEMENT PLAN
1"=20'-00"

ATHENS-CLARKE COUNTY NOTES

THE PROJECT AND USE WILL COMPLY WITH THE SOLID WASTE AND RECYCLING ORDINANCE OF THE A-CC CODE OF ORDINANCES. PROPERTY MANAGEMENT TO COORDINATE SERVICE WITH SOLID WASTE PROVIDER. RECEPTACLES TO BE SCREENED PER ORDINANCE

ALL OUTDOOR LIGHTING FIXTURES AND PRODUCTS SHALL ADHERE TO ALL STANDARDS IN SECTION 9-19-4 AND 9-25-8(E)(3) OF THE ATHENS-CLARKE COUNTY CODE OF ORDINANCES.

TRACTS AS SEEN SHALL BE RECOMBINED PENDING SPECIAL USE APPROVAL AND AS REQUIRED PER THE A-CC CODE OF ORDINANCES AND AS APPROPRIATE PER APPLICABLE PROCEDURES.

TREE MANAGEMENT CALCULATIONS

CANOPY COVER REQUIREMENTS AND REGULATIONS

REQUIREMENT: A MINIMUM OF FORTY-FIVE PERCENT (45%) OF A C-N ZONED DEVELOPMENT SITE SHALL BE DEVOTED TO TREE CANOPY COVER. A MINIMUM OF FIFTEEN PERCENT (15%) OF THE TOTAL TREE COVER SHALL BE CONSERVED.

DUE TO EXISTING CONSTRAINTS AND REQUIRED DEMOLITION AND SEPTIC SYSTEM PLACEMENT, THERE ARE NO PROPOSED CONSERVATION EFFORTS FOR ANY TREES LOCATED ON TRACT A (TRACT B SHALL BE CONSERVING APPROXIMATELY 91,320 SF OF FORESTED AREA WHICH IS 29.75% OF THE EXISTING TRACT AND 34.67% OF THE SUBDIVIDED TRACT B. THE REMAINING CANOPY COVERAGE WILL BE MET THROUGH PROPOSED TREE PLANTING.)

TOTAL PROJECT AREA	306,946 SF
TRACT A CANOPY CALCULATIONS	
TRACT A PROJECT AREA	43,560 SF
MIN. CANOPY COVER (45%)	19,602 SF
MIN. CANOPY CONSERVED (15%)	6,534 SF
TREE CANOPY PLANTED (52.11%)	22,700 SF
LARGE TREES (1,600)	12,800 SF
MEDIUM TREES (900)	9,900 SF
TREE CANOPY CONSERVED	0 SF
TOTAL TREE CANOPY PROVIDED	22,700 SF
CANOPY PERCENTAGE PROVIDED	52.11%
TRACT B CANOPY CALCULATIONS	
TRACT A PROJECT AREA	263,386 SF
MIN. CANOPY COVER (45%)	118,524 SF
MIN. CANOPY CONSERVED (15%)	39,508 SF
TREE CANOPY PLANTED (10.37%)	27,300 SF
LARGE TREES (1,600)	19,200 SF
MEDIUM TREES (900)	8,100 SF
TREE CANOPY CONSERVED (34.67%)	91,320 SF
TOTAL TREE CANOPY PROVIDED	118,620 SF
CANOPY PERCENTAGE PROVIDED	45.04%

REQUIRED PARKING LOT TREES

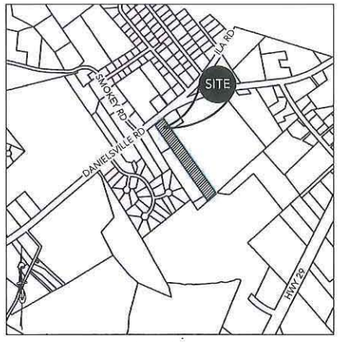
REQUIREMENT: A MINIMUM OF ONE TREE PER SEVEN PARKING SPACES.

PARKING SPACES PROVIDED	17
REQUIRED TREES	2 TREES
PROVIDED TREES	4 TREES

REQUIRED STREETSCAPE LANDSCAPE

REQUIREMENT: ONE (1) STREET TREE SHALL BE PLANTED FOR EACH THIRTY (30) FEET OF FRONTAGE FOR THAT PORTION OF THE DEVELOPMENT FRONTING THE STREET.

DANIELSVILLE ROAD FRONTAGE	156 LF
STREET TREES REQUIRED	5 TREES
STREET TREES PROVIDED	5 TREES



LOCATION MAP
SCALE: N.T.S.

ATHENS CLARKE COUNTY TMP NOTES

TREES PLANTED OR CONSERVED TO SATISFY REQUIREMENTS OF THE ACC COMMUNITY TREE ORDINANCE SHALL NOT BE REMOVED WITHOUT PRIOR APPROVAL OF THE PLANNING DIRECTOR. ANY TREE THAT HAS BEEN REMOVED WITHOUT APPROVAL SHALL BE PLANTED AND INSTALLED IN ACCORDANCE WITH ACC CODE AND REGULATIONS AT THE EXPENSE OF THE CONTRACTOR/OWNER

TREES PLANTED OR CONSERVED TO SATISFY REQUIREMENTS OF THE ACC COMMUNITY TREE ORDINANCE SHALL NOT BE REMOVED WITHOUT PRIOR APPROVAL OF THE PLANNING DIRECTOR. ANY TREE THAT HAS BEEN REMOVED WITHOUT APPROVAL SHALL BE PLANTED AND INSTALLED IN ACCORDANCE WITH ACC CODE AND REGULATIONS AT THE EXPENSE OF THE CONTRACTOR/OWNER.

STAKING MATERIALS SHOULD BE REMOVED WITHIN ONE YEAR OF PLANTING.

BURLAP AND ALL OTHER MATERIALS MUST BE REMOVED FROM AT LEAST THE TOP TWELVE INCHES OF THE ROOT BALL AND TREE SHOULD BE PLANTED SO THAT THE TRUNK FLARE IS VISIBLE ABOVE GROUND.

TREES SHALL BE MULCHED IMMEDIATELY AFTER PLANTING AND SHALL NOT BE ALLOWED ANY CLOSER THAN SIX INCHES TO THE TRUNK FLARE.

THE ACC ARBORIST OR COMMUNITY FORESTER MUST INSPECT INSTALLATION OF TREE PROTECTION FENCING PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY. TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL CONSTRUCTION ACTIVITIES END OR A CERTIFICATE OF OCCUPANCY IS ISSUED, WHICHEVER IS LATER. NO VEHICLE OR EQUIPMENT TRAFFIC, PARKING OR STORAGE OF MATERIALS IS ALLOWED WITHIN THE TREE PROTECTION AREA.

FORESTED AREAS CONTRIBUTING TOWARDS CONSERVATION CREDIT MUST REMAIN IN NATURAL, UNDISTURBED CONDITIONS. CLEARING OF UNDERBRUSH IS NOT PERMITTED, EXCEPT FOR THE REMOVAL OF INVASIVE SPECIES.

TREES SHALL BE PRUNED IMMEDIATELY AFTER PLANTING TO REMOVE DEAD, BROKEN, DISEASED, DYING, AND/OR RUBBING BRANCHES. CO-DOMINANT STEMS LESS THAN FOUR INCHES IN DIAMETER AT THE FORK SHALL BE PRUNED OFF AND ONE MAIN STEM SHOULD REMAIN. TREE TOPING OR HEADING IS NOT PERMITTED AT ANY TIME.

LANDSCAPING SHOWN ON THIS PLAN SHALL BE MAINTAINED IN COMPLIANCE WITH ANY AND ALL APPLICABLE COUNTY AND/OR CITY ORDINANCE PERTAINING TO THE DEVELOPMENT SITE.

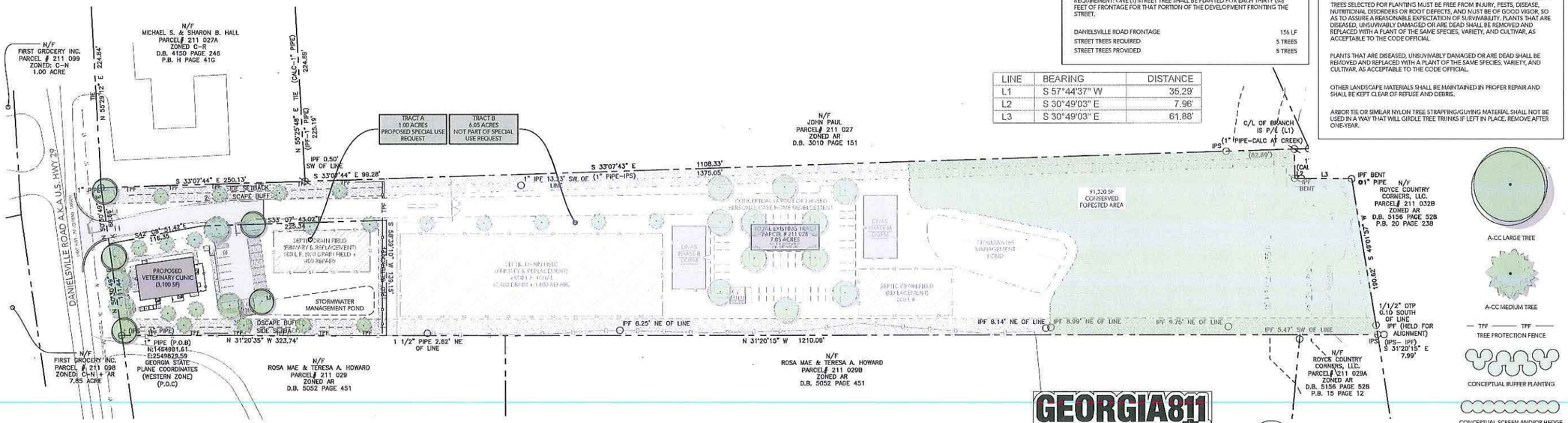
ALL DISTURBED GROUND SHALL BE COVERED IN GROUNDCOVER AND/OR MULCH.

TREES SELECTED FOR PLANTING MUST BE FREE FROM INJURY, PESTS, DISEASE, NUTRITIONAL DISORDERS OR ROOT DEFECTS, AND MUST BE OF GOOD VIGOR, SO AS TO ASSURE A REASONABLE EXPECTATION OF SURVIVABILITY. PLANTS THAT ARE DISEASED, UNSUVIVABLY DAMAGED OR ARE DEAD SHALL BE REMOVED AND REPLACED WITH A PLANT OF THE SAME SPECIES, VARIETY, AND CULTIVAR, AS ACCEPTABLE TO THE CODE OFFICIAL.

PLANTS THAT ARE DISEASED, UNSUVIVABLY DAMAGED OR ARE DEAD SHALL BE REMOVED AND REPLACED WITH A PLANT OF THE SAME SPECIES, VARIETY, AND CULTIVAR, AS ACCEPTABLE TO THE CODE OFFICIAL.

OTHER LANDSCAPE MATERIALS SHALL BE MAINTAINED IN PROPER REPAIR AND SHALL BE KEPT CLEAR OF REFUSE AND DEBRIS.

ARBOR TIE OR SIMILAR NYLON TREE STRAPPING/GUYING MATERIAL SHALL NOT BE USED IN A WAY THAT WILL GIRDLE TREE TRUNKS IF LEFT IN PLACE. REMOVE AFTER ONE-YEAR.



LINE	BEARING	DISTANCE
L1	S 57°44'37" W	36.29'
L2	S 30°49'03" E	7.96'
L3	S 30°49'03" E	61.88'

OVERALL TREE MANAGEMENT PLAN (FOR REFERENCE)
1"=60'-00"

GEORGIA811
Utilities Protection Center, Inc.
Know what's below
Call before you dig

A-CC LARGE TREE

A-CC MEDIUM TREE

TPF TPF
TREE PROTECTION FENCE

CONCEPTUAL BUFFER PLANTING

CONCEPTUAL SCREEN AND/OR HEDGE

CARTER
ENGINEERING
CARTER ENGINEERING
3544 DANIELSVILLE ROAD, STE 2003
WATKINSVILLE, GA 30677
P: 770.725.1200
F: 770.725.1201
www.carterengineering.com

SEALS

GEORGIA REGISTERED No. 3199 PROFESSIONAL ENGINEER JAMES J. CARTER

GSWCC Level II Certification
No. 00000000083

SITE DEVELOPMENT PLANS
FOR
LO ALLIANCE ATHENS - BLUE FROG
3080 DANIELSVILLE ROAD | ATHENS, GA

Binding
Stephen Jones
6-28-23

REVISION DATE & DESCRIPTION
1 APPLICATION SUBMITTAL - 04.19.23
2 SUPPLEMENTAL - 06.12.23
3
4
5
6
7
8

SHEET TITLE:
TREE MANAGEMENT PLAN

PROJECT NAME:
BLUE FROG

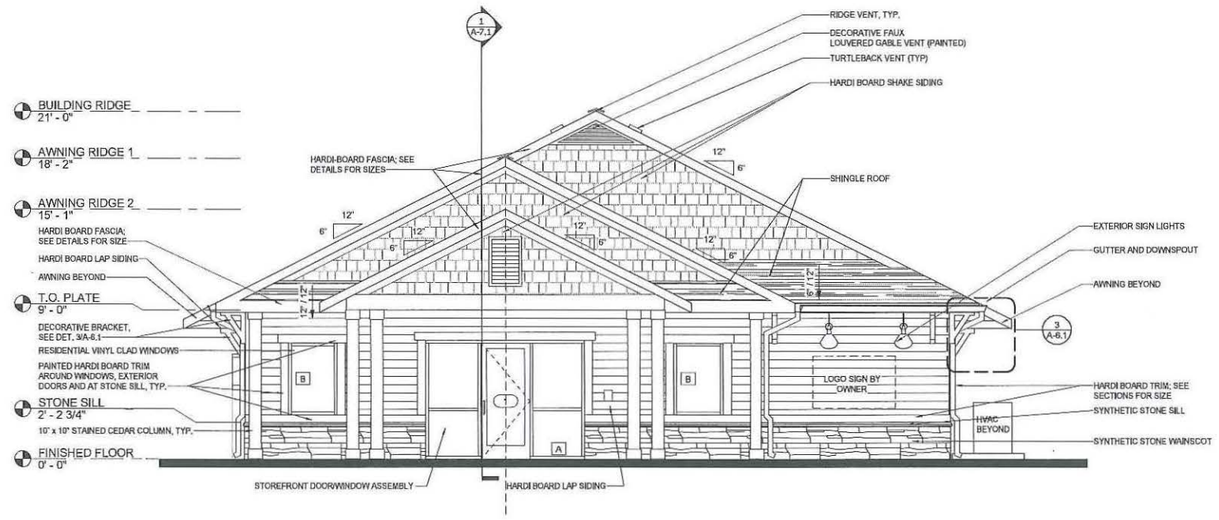
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TMP

PROJECT NUMBER:
23003BFDB

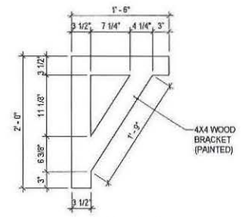
DATE:
6.12.2023

CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION. CONTRACTOR SHALL NOT SCALE DRAWINGS. ANY WORK PERFORMED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT IS DONE AT THE CONTRACTOR'S RISK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHTED WORK PRODUCT OF CARTER ENGINEERING CONSULTANTS, LLC. ALL RIGHTS RESERVED. DO NOT USE OR REPRODUCE IN ANY FORM OR FASHION OR BY ANY MEANS WITHOUT PRIOR CONSENT. AGREEMENT AND LIMITATION PENDING WITH CARTER ENGINEERING CONSULTANTS, INC.

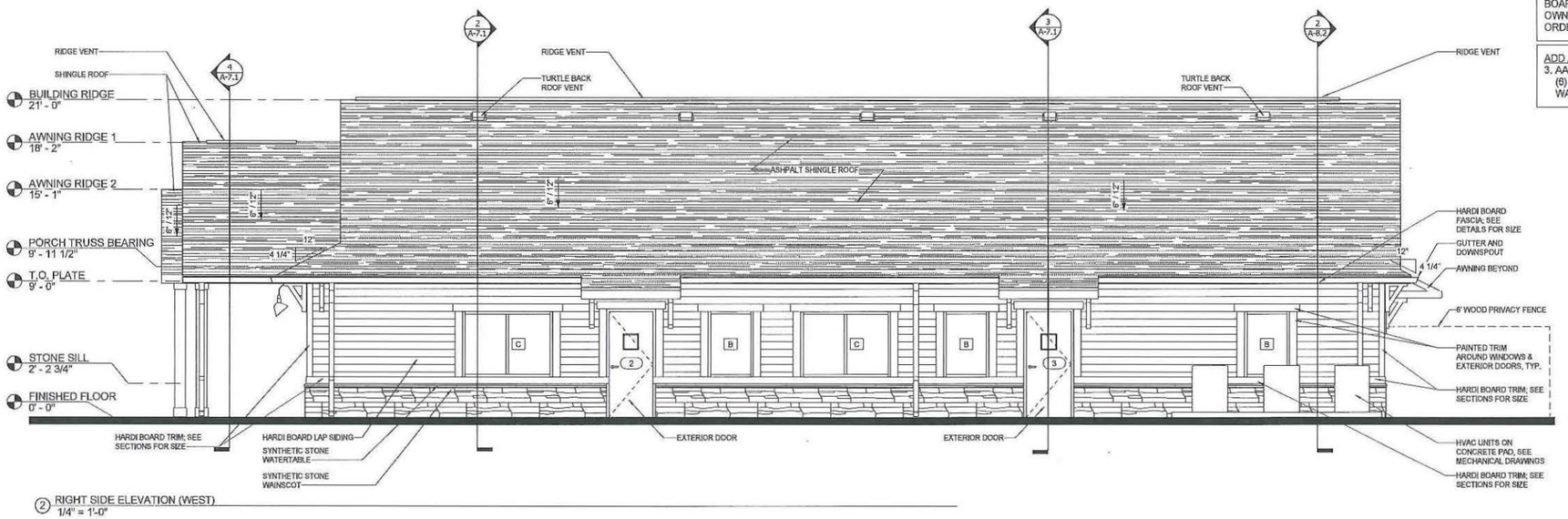
ENGINEER/DESIGNER NOT RESPONSIBLE FOR COST CHANGES DURING PRELIMINARY PHASE BIDS & QUOTES SHALL BE BASED ON ALL LATEST ISSUED ISSUE/REVISED DRAWINGS. BIDS & QUOTES SHALL BE REVISED BASED ON PLANS LABELED "ISSUE FOR CONSTRUCTION".



1 FRONT ELEVATION (NORTH)
1/4" = 1'-0"



3 BRACKET DETAIL
1" = 1'-0"



2 RIGHT SIDE ELEVATION (WEST)
1/4" = 1'-0"

ELEVATION SPECIFICATIONS

ASPHALT SHINGLE ROOFING
OWENS CORNING SHINGLES, TRU-DEFINITION OAKRIDGE, COLOR PER FINISH SCHEDULES (OWNER TO APPROVE ON SITE). INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ROOFING FELT SHALL BE SYNTHETIC FELT . USE MATCHING RIDGE CAP SHINGLES.

ALL ROOF PENETRATIONS TO BE LOCATED ON REAR AND SIDE SLOPES OF BUILDING AND PAINTED TO MATCH ROOFING COLOR. LOCATE AS FAR TO THE REAR AS POSSIBLE.

GUTTERS AND DOWN SPOUTS
USE PREFINISHED OGEE METAL GUTTERS AND DOWN SPOUTS BY SENOX OR EQUAL. GUTTERS TO BE 5" AND DOWN SPOUTS TO BE 4" UNLESS OTHERWISE SPECIFIED. SEE FINISH SCHEDULES FOR COLORS

METAL FLASHING
USE 26 GAUGE GALVANIZED METAL. EXTEND 6" MINIMUM UNDER ROOFING AND 8" UP WALLS, INSTALL AT ALL MATERIAL CHANGES, PAINT TO MATCH COLOR OF SURROUNDING MATERIAL.

SYNTHETIC STONE
PROVIDE OWENS CORNING OR EQUIVALENT SYNTHETIC MANUFACTURED STONE, SEE FINISH SCHEDULE FOR COLORS AND PATTERNS.

EXTERIOR PAINT
COUNTER SINK ALL EXPOSED NAILS. PUTTY ALL NAIL HEADS. APPLY TWO COATS EXTERIOR HOUSE PAINT OVER ONE COAT OF PRIMER. SEE FINISH SCHEDULES FOR COLORS. PRIME ALL SURFACES OF WOOD TRIM.

CEMENTITIOUS TRIM BOARD/ LAP SIDING, BOARD & BATTEN
PROVIDE PRE-PRIMED FIBER CEMENT HARDIE BOARD AT ALL LOCATIONS SPECIFIED. SEE FINISH DRAWINGS FOR COLOR SPECIFICATIONS.

HARDI CEMENT BOARD SOFFIT
USE CERTAINTEED "VALUE TECH" TRIPLE 4" CENTER VENTED MODEL. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

VAPOR BARRIER
TYVEK "HOMEWRAP" VAPOR BARRIER. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

CAULK
CAULK ALL HORIZONTAL PENETRATIONS THROUGH VERTICAL SURFACES IF FLASHING IS NOT CALLED OUT ON DRAWINGS.

ALSO SEE FLOOR , FOUNDATION, AND ROOF FRAMING SPECIFICATIONS AND WALL SECTIONS.

COORDINATE WITH EXTERIOR FINISH SCHEDULES AND ELEVATIONS. SEE FINISH PLANS AND SCHEDULES FOR COLOR SPECIFICATIONS.

CONTRACTOR TO PROVIDE A 4'X8' EXTERIOR MATERIALS SAMPLE BOARD ON SITE WITH ALL EXTERIOR MATERIALS INSTALLED FOR OWNER APPROVAL OF COLORS. NO OTHER MATERIALS TO BE ORDERED UNTIL OWNER APPROVES EXTERIOR SAMPLE BOARD.

ADD ALTERNATES:
3. AA.3 - 16" X 16" SQUARE X 2' 3" TALL STONE COLUMN BASES AT SIX (6) FRONT PROCH COLUMNS. STONE TO MATCH BUILDING WAINSCOT.

EXTERIOR FINISH LEGEND

SHINGLE ROOF
HARDI BOARD SHAKE SIDING
HARDI BOARD LAP SIDING
SYNTHETIC STONE WATERTABLE
SYNTHETIC STONE

BLUE FROG
www.bfrog.net
Blue Frog, LLC
3011 Sutton Gate Dr.
Suite 120
Suwanee, GA 30024
PHONE: 770-831-4150

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VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF THIS WORK.

STATE OF GEORGIA
JAMES T. BRADLEY
REGISTERED ARCHITECT

LO Alliance / Athens
3080 DANIELSVILLE RD.
ATHENS, GA 30601

Binding
Stephen Jones
6-28-23

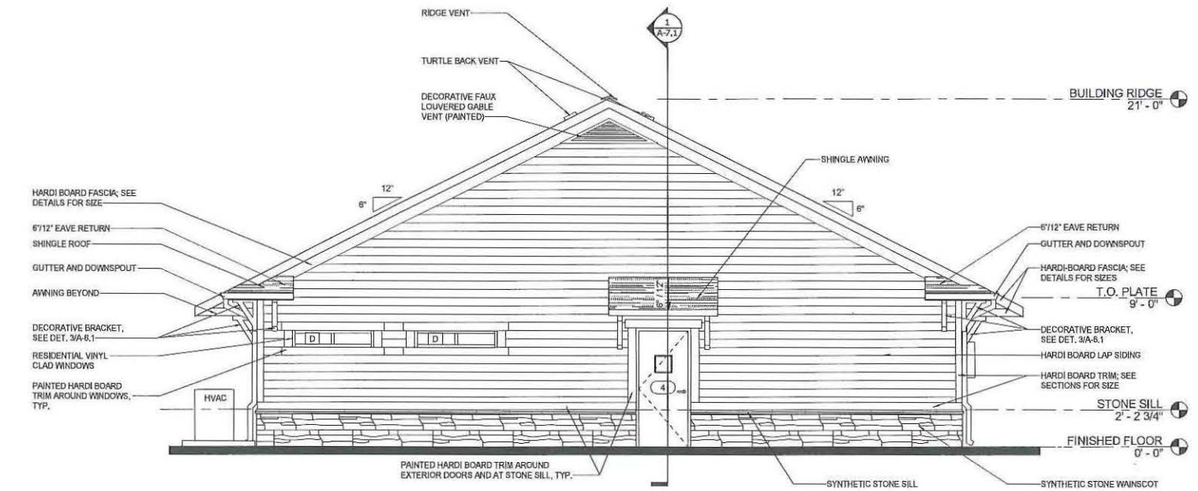
No.	Description	Date

FRONT AND RIGHT SIDE ELEVATIONS

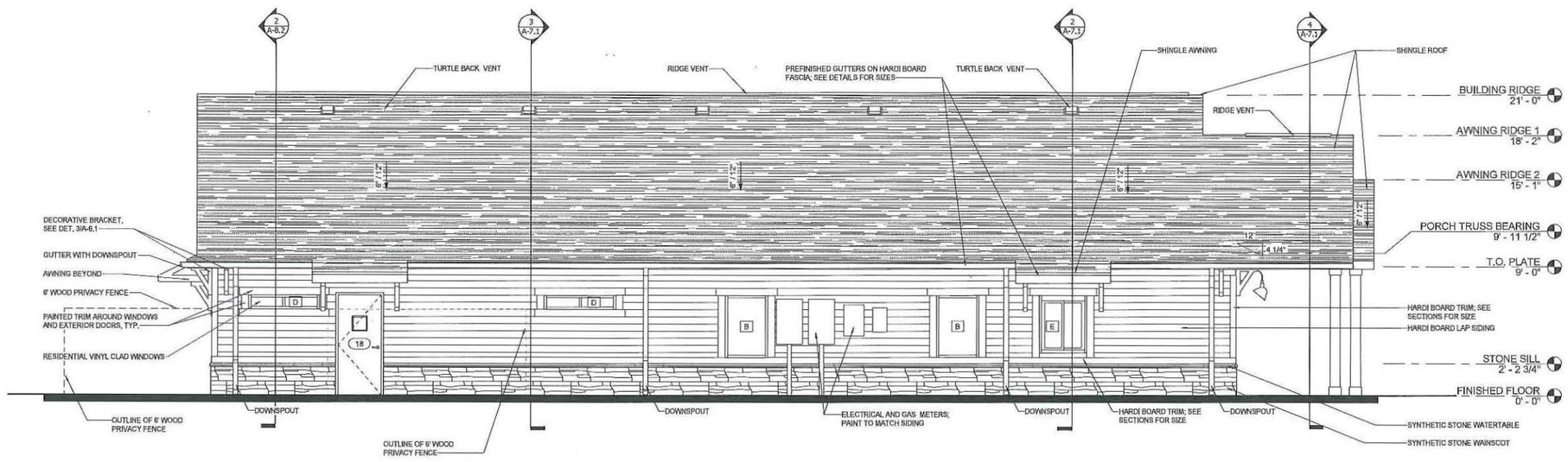
Project number	AAT23D
Date Issued	04/28/23
Drawn by	MTB/AS
Checked by	SAR

A-6.1

Scale	As Indicated
Print Date/Time	4/24/2023 9:58:18 AM



1 REAR ELEVATION (SOUTH)
1/4" = 1'-0"



2 LEFT SIDE ELEVATION (EAST)
1/4" = 1'-0"

BLUE FROG
www.bfrog.net

Blue Frog, LLC
3011 Sutton Gate Dr.
Suite 120
Suwanee, GA 30024
PHONE: 770-831-4150

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VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF THIS WORK.

STATE OF GEORGIA · JAMES S. HOOD · 027180 · REGISTERED ARCHITECT

LO Alliance / Athens
3080 DANIELSVILLE RD.
ATHENS, GA 30601

Binding
Hayden Jaynes
6-28-23

No.	Description	Date

REAR AND LEFT SIDE ELEVATIONS

Project number	AAT23D
Date Issued	04/28/23
Drawn by	MTB/AS
Checked by	SAR

A-6.2

Scale	1/4" = 1'-0"
Print Date/Time	4/24/2023 9:58:22 AM

ATHENS-CLARKE COUNTY
Special Use Request

LO ALLIANCE
VETERINARY FACILITY

PROJECT NARRATIVE & WRITTEN REPORT
April 28, 2023
(Revised June 12, 2023)

ADDRESS
3080 Danielsville Road, Athens, Georgia 30601
Parcel No. 211 028

CURRENT ZONING
C-N (Commercial Neighborhood)

PROPOSED ZONING
C-N (Commercial Neighborhood) Special Use

Binding
Stephen Jaquish
6-28-23

CARTER
ENGINEERING

3651 Mars Hill Rd. Ste. 2000 | Watkinsville, GA 30677 | 770.725.1200 | carterengineering.com

LO ALLIANCE VETERINARY FACILITY

LO ALLIANCE VETERINARY FACILITY is a veterinary clinic proposed along Danielsville Road. The clinic is proposed to provide additional veterinary services and resources for Athens-Clarke County and the surrounding area.

Currently, the property is a vacant residential lot zoned for commercial use with a C-N (Commercial Neighborhood) intensity. As the zoning stands, other, more intense uses are allowed by-right. Such uses include convenience stores, restaurants, nursing homes, hospitals, medical centers, and mortuaries; however, our client is requesting a lesser use in efforts to provide veterinarian resources and services for the area—resources and services that are very much in need. Currently, there appears to only be three (3) facilities within approximately five (5) miles that offer veterinarian services. A veterinary facility such as the one proposed is in great need and our client is requesting the ability to meet that need.

There are no variances requested for this Special Use Permit request. All proposed plans will meet the requirements of Athens-Clarke County. All calculations for impervious area are well within the ACC standards and the tree management calculations and provisions are notated on the provided plans.

CURRENT USE + SITE DESCRIPTION

The 6.00-acre site is located at 3080 Danielsville Road. The property has approximately 180 feet of frontage along Danielsville Road and the portion of the property that will support the clinic (Tract 1), extends back to a depth of approximately 350 linear feet. The property itself is somewhat limited by the linear shape of its boundary and the restrictive composition of the soil. These factors alone have directly impacted and determined where the site will be accessed, where the building will be located, and where the septic drain field must be positioned.

Currently on-site there is one residential structure, built in 1952, which is vacant and does not contribute significantly to the value of the site. The site is currently zoned C-N (Commercial Neighborhood) and there is no request for rezoning the property. The neighboring properties, as seen to the right, are zoned AR (Agricultural Residential), C-N (Commercial Neighborhood), and C-R (Commercial Rural). The property located directly adjacent to the property, just north along Danielsville Road, is zoned C-R and is currently occupied by Greenscapes Shrub and Turf, Inc. The properties directly across from the project site and along Danielsville Road (north bound), are zoned C-N and C-R and are occupied by numerous commercial businesses including a supermarket, a convenience store, a package store, and a restaurant.



ATHENS-CLARKE COUNTY FUTURE LAND USE MAP + ZONING

The proposed special use request does conform to the Future Land Use Map of Athens-Clarke County. The Land Use Map designates this parcel as Rural. Although the subject property is currently zoned C-N, which typically does not conform to the Future Land Use Compatibility Matrix; a Veterinary Clinic is permitted within a C-R zoned district, which does conform to the Future Land Use Compatibility Matrix. Although the property is not zoned C-R, the proposed use (Veterinary Clinic), with respect to this Special Use request, is in conformity with

the Future Land Use Map of Athens. With C-N being a zoning district that allows a higher intensity of use than a C-R, the request to allow a 'lesser' intense use should be justified.

TABLE 9.4 FUTURE LAND USE COMPATIBILITY MATRIX									
FLU Designation	AR	RS-40	RS-25	RS-15	RS-5	C-R	C-O	C-N	C-G
Rural	X					X			

COMMERCIAL ZONING DISTRICT – PERMITTED USE TABLE 9-10-2					
Commercial Zoning District	C-G General	C-D Downtown	C-O Office	C-N Neighborhood	C-R Rural
Veterinary Clinics	P	N	S	S	P

VEHICULAR ACCESS

The development proposed one main entrance into the site along Danielsville Road. The proposed entrance is located directly between the two existing drives located on the adjacent properties to allow for appropriate access and egress into the site. Due to site constraints, it is virtually impossible for the site, even the existing tract, to meet the 150-foot driveway separation. Therefore, the driveway has been located 150-feet from the driveway located to the East and 125-feet from the driveway located to the West. The entrance will be designed and installed per GDOT standards and regulations and those set forth by the ACC Transportation and Public Works Department.

TRAFFIC GENERATION

A Trip Generation Analysis has been prepared for the site by referencing the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition). The ITE is the industry standard source for providing and analyzing trip generation for various land uses. The Trip Generation Analysis includes the projected development at the rear of the site which is projected to be a personal care home development with approximately 72 beds. The analysis includes this development as it will share an entrance with the property requesting a Special Use Permit. In summary, the analysis does not find any adverse impacts associated with the traffic generated by these developments and the adjacent properties, streets, and intersections.

LAND USE	ITE CODE	WEEKDAY TRIPS	AM PEAK HOUR		PM PEAK HOUR	
			IN	OUT	IN	OUT
VETERINARY CLINIC*	640	67	6	6	6	6
PERSONAL CARE HOME**	254	187	11	5	11	13

*Calculations based on 3,100 SF
**Calculations based on 72 beds

UTILITIES + PUBLIC SERVICES

WATER. The development will require water supply by Athens-Clarke County. There is an existing water main located along Danielsville Road that is proposed to be tapped for the development. An Athens-Clarke County water capacity evaluation request has been submitted to Public Utilities and per the ACC Engineering Administrator, ACC does have capacity to serve the proposed clinic. Estimated demand for the 3,100 square foot clinic is 830 GPD and 32 GPM.

SEWER. There is currently no sanitary sewer located within the immediate area of the property; therefore, an on-site sanitary septic system will be designed and installed to serve the development. Per the Athens-Clarke County Health Department, the State Environmental Protection Division (EPD) shall permit the required septic system. The proposed septic system shall adhere to and address all warranted and applicable

standards and regulations deemed necessary for the projected development. All utilities planned and required for the project shall be installed underground.

STORMWATER MANAGEMENT

The subject property has one (1) proposed stormwater management facility located to the rear of the veterinary clinic. The proposed stormwater management system will be designed to meet local, state, and federal regulations and requirements. Throughout the site, stormwater will be directed to the proposed stormwater detention area through the use of curbs, flumes, and pipes as needed and as required to provide positive, efficient, and acceptable drainage, detention, and filtration. Post development run-off and water quality will be maintained in accordance with Athens-Clarke County and State of Georgia standards.

ENVIRONMENTAL IMPACTS + BUFFERING

Per ACC Code, a minimum of 15% of the existing tree canopy should be conserved and a minimum of 45% canopy coverage should be provided in accordance with C-N zoning. Currently on the site plan, there are no proposed conservation efforts for any trees located on the subject property due to existing soil restrictions, required demolition constraints, and acceptable septic system placement. Due to these constraints and demands, no existing tree canopy can be conserved.

Along Danielsville Road, Street trees will be proposed at a rate of one tree for every thirty (30) feet of roadway per the Athens-Clarke County Code of Ordinances. All landscape and structural buffers as required by County code shall be proposed and planted in accordance with local code and regulations. A 20-foot landscape buffer is required along the side property lines adjacent to the C-R zoned property and the AR zoned property to the West. As required by the Athens-Clarke County Code of Ordinances, a 10-foot landscape buffer with a 6' tall fence shall be installed along the rear property line that abuts the future development not part of this Special Use Permit request. All required buffers and landscape strips shall be designed and installed in accordance with Athens-Clarke County Code. Site utilities and stormwater management facilities will not encroach into landscape buffers. Buffers shall be maintained in accordance with County code and regulations.

LIGHTING

Any proposed outdoor lighting fixtures for this development shall be fully shielded and shall adhere to all standards and specifications set forth in Section 9-19-4 and Section 9-25-8(E)(5) of the Athens-Clarke County Code of Ordinances.



ADJACENT PROPERTIES

The overall property shares a common property line with (7) properties. Six of the properties are zoned AR and one property is zoned C-N. The subject property requesting the Special Use Permit sits directly adjacent to the C-N zoned property and part of two AR properties (as seen to the left). The proposed development does not conflict with or negatively impact any of these properties. There will be no conflict with, or negative impact incurred on any of these properties by approving this Special Use Permit. Our client is proposing a less intense use of the property than is currently allowed, which will lessen the impact to the surrounding properties. No adverse impact is anticipated for any of the surrounding properties due to this request.

TRASH DISPOSAL + RECYCLING

Any and all solid waste disposal and screening required by ACC shall be in accordance with Athens-Clarke County code and shall be applied for as development plans are submitted.

IN ACCORDANCE WITH THE PLANNED DEVELOPMENT CRITERIOR FOR THE PLANNING COMMISSION OF ATHENS-CLARKE COUNTY, THE WRITTEN REPORT ITEMS REQUIRED ARE LISTED BELOW:

A. CONFORMITY WITH THE FUTURE LAND USE MAP (FLUM) OF ATHENS-CLARKE COUNTY:
The proposed special use request does conform to the Future Land Use Map of Athens-Clarke County. The Land Use Map designates this parcel as Rural. The existing zoning of the subject property (C-N) does not conform to the Future Land Use Compatibility Matrix; however, a Veterinary Clinic is an allowed use that is in conformity with the Future Land Use Compatibility Matrix. A Vet Clinic is allowed within the less intense C-R zoned district. Although the property is not zoned C-R, the proposed use (Veterinary Clinic), with respect to this Special Use request, is in all aspects a use that is in conformity with the Future Land Use Map of Athens.

B. REZONE CORRESPONDS WITH ACC ORDINANCE & COMPREHENSIVE PLAN:
The proposed scale, density, and overall design of the proposed development meets all required criteria of the C-N zoning and is in conformance with required standards and regulations.

C. ADEQUATE AND SUFFICENT AVAILABILITY OF PUBLIC SERVICES:
The subject property is currently available to be served by the Athens-Clarke County Public Utilities Department (ACCPUD) for water per the evaluation request received by the Engineering Administrator. Conceptual connections to the existing water main along Danielsville Road are shown on the plans. An on-site septic system will be designed, installed, and approved per state EPD requirements as requested by ACC Health Department. All other applicable and required public services are sufficient and capable to service the proposed Special Use.

D. IMPACT TO THE SURROUNDING AREA:
1. The proposed development and Special Use is in conformance to code requirements for coverage and will not adversely impact the surrounding area. The project area is well within the allowed coverage rates and relates well in scale with the surrounding businesses and developments.
2. The vehicular traffic considerations and impact for this Special Use permit should be minimal considering the specified service and applicable traffic assumptions provided by the analysis listed in the report. Traffic considerations and impact won't negatively impact the surrounding area. The required parking for the development will be located at the rear of the building and will be hidden from view of the ROW by the building and provided vegetation.
3. The proposed structure, as seen on the provided building elevations and set, will be designed to be architecturally aesthetic in both appearance and craftmanship. Special consideration and sensitivity will be administered to provide an appropriate archetype and aesthetic motif for the facility that relates to the surrounding area and its contemporary theme.
4. There are no negative impacts to the environment, including drainage, soil erosion and sedimentation, flooding, air quality, water quality; generation of smoke, dust, or odors; or any other environmental pollutants. Site development plans will be provided that are in accordance with local, state, and federal regulations that apply to such measures.
5. The proposed Special Use will not adversely affect or impact the surrounding areas with the generation of noise, light, and/or glare. Any activity generated by this Special Use will be in accordance with Athens-Clarke County Code and shall adhere to all applicable restrictions and regulations.

6. The proposed Special Use will not be a deterrent to the value, improvement, or development of adjacent properties in accordance with existing regulations within the Future Land Use Map and the C-N Zoning District. The request to allow a less intense use that is more compatible with the Future Land Use Map for Athens-Clarke County would only strengthen the value, improvement, and development of adjacent properties in correlation with the ACC FLUM.
7. There is no known reason or assumption for this Special Use to have any negative impact on future transportation corridors.
8. There is no known reason or assumption to believe that the character of the surrounding neighborhood and properties would be negatively impacted by the approval of this Special Use. The property is currently zoned for a commercial use and is located along a commercial corridor—allowing the use of vet clinic would not adversely affect or hinder the character of the surrounding properties.

CARTER
ENGINEERING

Legal Description of Tract:

All that tract or parcel of land situate, lying and being in the 219th District, G.M., Athens-Clarke County, Georgia, and being on the right-hand side of the Athens-Danielsville Paved Highway (southeasterly), and fronting on said Highway 180 feet, more or less, and being more particularly described as follows:

Beginning at a found 1" iron pin on the southeasterly right-of-way of the Danielsville Road at the corner of property of Michael Hall and Sharon B Hall; running thence along said property line south 33 degrees 07 minutes 44 seconds east 250.13 feet to an iron pin; running thence south 33 degrees 07 minutes 44 seconds east 99.28 feet to an iron pin; running thence south 58 degrees 39 minutes 10 seconds west 189.17 feet to an iron pin; running thence north 31 degrees 20 minutes 35 seconds west 323.74 feet to an iron pin; running thence north 50 degrees 30 minutes 49 seconds east 180.10 feet to the beginning point and iron pin.

Said tract containing 1.42 acres, more or less.

Said tract is the northernmost portion of a tract of approximately 7.05 acres owned by John Alan Chandler and Susan Kay Willis and shown on a plat recorded in Plat Book 0000J, page 506, Athens-Clarke County Georgia.

ATHENS CLARKE COUNTY

April 27, 2023

Jessica Hood
3651 Mars Hill Rd, Suite 2000
Watkinsville, GA 30677

Re: Water Capacity Evaluation
3080 Danielsville Road

Dear Ms. Hood:

Per your request, the Public Utilities Department evaluated the water capacity for the above referenced project. This evaluation was made utilizing the following criteria and/or assumptions:

1. Development Type: Zone C-N (Commercial – Neighborhood)
2. Domestic Water Demand: Commercial = 32 GPM Total
3. The Athens-Clarke County water system's available fire flow (AFF) capacity to serve this project is currently limited to 2,000 GPM
4. Sanitary Sewer Demand: Commercial = 0 GPD (Septic system to be used)

As of this date, the Athens-Clarke County water system does have capacity available to serve the proposed development with water based on the above referenced demands.

The Unified Government of Athens-Clarke County does not reserve utility line capacity for this or any other development. This evaluation is valid for one (1) year from the date of this letter. Service capacity is committed to a particular development only, when the owner/developer secures a building permit for the Athens-Clarke County Building Permits and Inspection Office.

This evaluation is based on information you provided. If the development requires rezoning or is not compatible with the Athens-Clarke County Land Use Plan an additional evaluation may be required.

ENGINEERING MANAGEMENT
124 E. Hancock Ave. * P.O. Box 1868 * Athens, Georgia 30601 - 1868
(706) 613-3490 FAX (706) 613-3198

Jessica Hood
3080 Danielsville Rd

April 27, 2023

Please be aware that the Athens-Clarke County Fire Marshal is responsible for determining and approving the Needed Fire Flow (NFF) for the proposed development. You should contact the Fire Marshal for a determination of the NFF to insure that the NFF does not exceed the Available Fire Flow (AFF).

If an extension(s) is required to obtain utility service from the public system, the extension(s) will be at the sole responsibility and expense of the property owner/developer. Permanent easements conveying ownership, operation, and maintenance responsibility of the utility lines and meters to the Unified Government of Athens-Clarke County are required for any extension.

If you have any questions or need additional information, please call.

Sincerely,

John P. Halley
Engineering Administrator

Cc: Hollis Terry IV, Director
Hugh Ogle, Assistant Director
Brad Griffin, Planning Director
Inspector, Fire Department
Office File

JH/ma

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

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

SECTION 1. Section 9-15-27 entitled "*Naming streets*" of the Code of Athens-Clarke County, subsection (A) thereof is hereby amended by adding the new phrase "unless the renaming does not impact any existing street addresses" to the current paragraph, so that said paragraph now reads as follows:

"**Section 9-15-27. Naming streets.**

A. No street name shall be used which will duplicate or be confused with the names of existing streets in Athens-Clarke County and vicinity except for extensions of existing streets. Streets that are an extension of, or are in alignment with, existing streets shall have the same name as existing streets, unless the renaming does not impact any existing street addresses."

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

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

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

DATE: 6.1.23	**FILE NO:** N/A

APPLICANT: Athens-Clarke County Unified Government
REQUEST: Amend Title IX, Sec. 9-15-27 of the Code of Ordinances regarding procedures for naming streets

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Absent				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Absent				Lucy Rowland Present	X		
Matthew Hall, Vice-Chair Present				Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	5	0	0

For: None
Against: None

Discussion: The Planning Director explained the purpose of the ordinance. No further discussion was had.

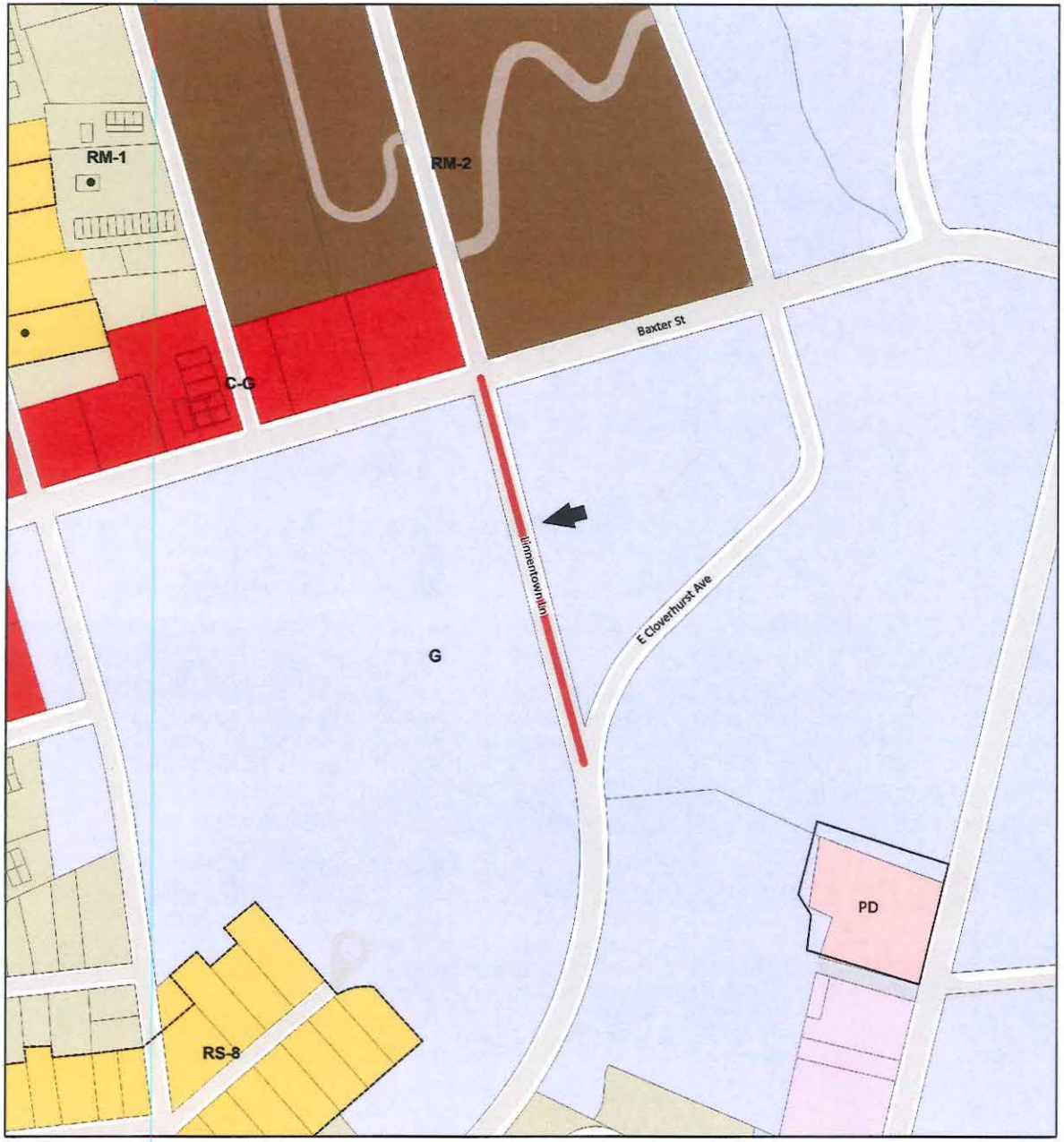
Motion: Ms. Kinman made a motion to approve. Ms. Rowland seconded the motion, which passed 5-0.

AN ORDINANCE TO AMEND THE CODE OF ATHENS-CLARKE COUNTY, GEORGIA WITH RESPECT TO **CHANGING THE NAME OF THE SECTION OF SOUTH FINLEY STREET THAT RUNS FROM BAXTER STREET TO CLOVERHURST AVENUE TO LINNENTOWN LANE;** AND FOR OTHER PURPOSES.

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

SECTION 1. The name of the section of South Finely Street that runs from Baxter Street to Cloverhurst Avenue in Athens-Clarke County, Georgia is hereby changed to Linnentown Lane.

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



The Official Zoning Map of Athens-Clarke County

Legend

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

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

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

210 105 0 210 420 630 Feet

ATTACHMENT A	STREET NAME CHANGE LINNENTOWN LANE Athens-Clarke County Unified Government	
545		
FROM: S Finley Street (between Baxter St & Cloverhurst Ave)	TO: Linnentown Lane	
TAX PARCEL # N/A	PLANNING COMMISSION MEETING DATE June 1, 2023	ATHENS-CLARKE COUNTY COMMISSION MEETING DATE August 1, 2023

DATE: 6.1.23	**FILE NO:** N/A

APPLICANT: Athens-Clarke County Unified Government
REQUEST: Change S Finley Street (between Baxter St and Cloverhurst Ave) to Linnentown Lane

PLANNING COMMISSION MOTION AND RECOMMENDATION:

NAME	YEA	NAY	ABSTAIN	NAME	YEA	NAY	ABSTAIN
Sara Beresford, Chair Absent				Kristen Morales Present	X		
Sarah Gehring Present	X			Taylor Pass Present	X		
Catherine Goodrum Absent				Lucy Rowland Present	X		
Matthew Hall, Vice-Chair Present				Monique Sanders Absent			
Alice Kinman Present	X			Joey Tucker Absent			
NOTE: Chair does not vote except in case of tie.				TOTAL VOTES:	5	0	0

For: None
Against: None

Discussion: The Planning Director explained the purpose of the ordinance. No further discussion was had.

Motion: Ms. Rowland made a motion to approve. Ms. Morales seconded the motion, which passed 5-0.

8 4

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Athens Justice and Memory Project recommendation to rename the southern-most block of Finley Street between Cloverhurst and Baxter to Linnentown Lane

DATE: April 7, 2023

BUDGET INFORMATION:

REVENUES:

EXPENSES: N/A
ANNUAL:
CAPITAL:
OTHER:

FUNDING SOURCE:

COMMISSION ACTION REQUESTED ON: May 2, 2023

PURPOSE:

To request that the Mayor and Commission:

a) Approve the recommendation from the Athens Justice and Memory Project to rename the southern-most block of Finley Street between Cloverhurst and Baxter to Linnentown Lane; and

b) Direct the Manager to have staff develop an associated text amendment to Section 9-15-27 A **(Attachment #1)** to allow for a portion of an existing street to be renamed provided that said street section does not have any current addresses assigned to it.

HISTORY:

1. On June 9, 2020, Mayor Girtz drafted the Charge for the Athens Justice and Memory Project: Linnentown.

2. On June 25, 2020 the Athens Justice and Memory Project was appointed by Mayor Girtz. The members appointed to this advisory board are:
    a. Hattie Thomas Whitehead (Linnentown community member)
    b. Bobby Crook (Linnentown community member)
    c. Geneva Johnson Blasingame ((Linnentown community member))
    d. Freedie Brown Jackson (Linnentown community member)

Option # 1 approved
5-2-2023

4/6/2023

e. Christine Davis Johnson (Linnentown community member)
f. Dr. Jennifer Rice
g. Charlene Marsh
h. Commissioner Mike Hamby
i. Commissioner Mariah Parker

3. On February 2, 2021, Mayor Kelly Girtz signed a proclamation with an apology in recognition of Athenians displaced by urban renewal projects.

4. On February 16, 2021, the Mayor & Commission unanimously approved a resolution in support of recognition and redress for Linnentown, its descendants, and Athens-Clarke County Black communities harmed by urban renewal.

5. On February 22, 2021, the AJMP gathered outside of City Hall to hear the reading of a Linnentown proclamation by Mayor Kelly Girtz, as well as hear from other speakers of the Athens Justice and Memory Project Committee and first descendants of the Linnentown Project.

6. On November 11, 2021, plat research seeking exact measurements of the rights of way (ROW) on S. Finley St. proved inconclusive, as the most current available surveyed map is dated 1966 and ROW ownership between ACCGov and UGA was unclear.

7. On January 6, 2021, ACCGov staff secured a meeting with the Benesch Project Manager and Surveying Traditions to begin the process for surveying and mapping of the ROW along S. Finley St. to determine certainty in ROW ownership at proposed site of 'Walk of Recognition.'

8. On February 11, 2021, the Benesch Project Manager and Surveying Traditions began ROW field surveying and mapping.

9. On February 22, 2022, the ROW survey was completed and showed ACCGov ownership of the ROW along S. Finley St and at the corner of Baxter in the landscaped tree area.

10. On March 10, 2023, Athens Justice and Memory Project members received notification from the ACCGov Attorney's Office regarding ownership of the ROW along S. Finley St. The final survey and deed results noted that ACCGov's ownership began 386' south of the intersection of S. Finley and Baxter Streets

11. On March 16, 2023, Athens Justice and Memory Project members voted unanimously to recommend to the Mayor and Commission to rename the street of S. Finley between Cloverhurst and Baxter to Linnentown Lane.

FACTS & ISSUES:

1. The Mayor's Charge for an Athens Justice and Memory Project: Linnentown
    a. Charge: *Work with Linnentown residents, historians, economists and other stakeholders to atone for the removal of the Linnentown neighborhood for the benefit of those residents and their descendants, while providing a model process for coming projects with other residents whose neighborhoods were removed and destroyed*
    b. *Notes that work should include:*
        - *Outreach to former residents and their descendants to the greatest extent possible to participate in this work*
        - *Acknowledgement and apology for wrongs, in the form of formal site markers, recommendations for a Black History center, education efforts for the public at-large and other means as may be appropriate*

2. This portion of the existing street section does not have any current addresses assigned to it, therefore is recommended that the associated text amendment to Section 9-15-27 A **(Attachment 2)**, to allow for a portion of an existing street to be renamed.
    a. The process would proceed as follows:
        - May 2nd, 2023 - M&C to vote in May to direct the Manager to have staff proceed with the Street re-naming as well as the preparation of an associated text amendment to Section 9-15-27 A to allow for a portion of an existing street to be renamed provided that said street section does not have any current addresses assigned to it
        - Staff will prepare notice in accordance with Section 9-27 to all affected owners and occupants 10 days prior to the June 1, 2023 Planning Commission meeting
        - Following a recommendation by the Planning Commission, staff will forward the two items for consideration by the M&C during their July/August voting cycle with the agenda set in a way that allows the M&C to consider the text amendment including signature by the Mayor at the meeting prior to consideration of the street name change

3. This will be the first street renamed under this ordinance.

4. This recommendation supports the following FY23-25 M&C Strategic Plan
    - Work to create and implement systems to identify, acknowledge, and address racism, trauma, harm, and violence in our community:
        - Continue supporting the Athens Justice and Memory Project.

OPTIONS:

1. Mayor and Commission:
    a. Approve the recommendation from the Athens Justice and Memory Project to rename the southern-most block of Finley Street between Cloverhurst and Baxter to Linnentown Lane; and

b. Direct the Manager to have staff develop an associated text amendment to Section 9-15-27 A (Attachment #1) to allow for a portion of an existing street to be renamed provided that said street section does not have any current addresses assigned to it.

2. Mayor and Commission deny the recommendation from Athens Justice and Memorial Project.

3. Mayor and Commission defined option

DEPARTMENT RECOMMENDED ACTION: Option #1 a and b

DEPARTMENT:
Prepared by: Remy Epps, Ph.D.

Remy Epps, Ph.D. Date:

ADMINISTRATIVE COMMENTS:

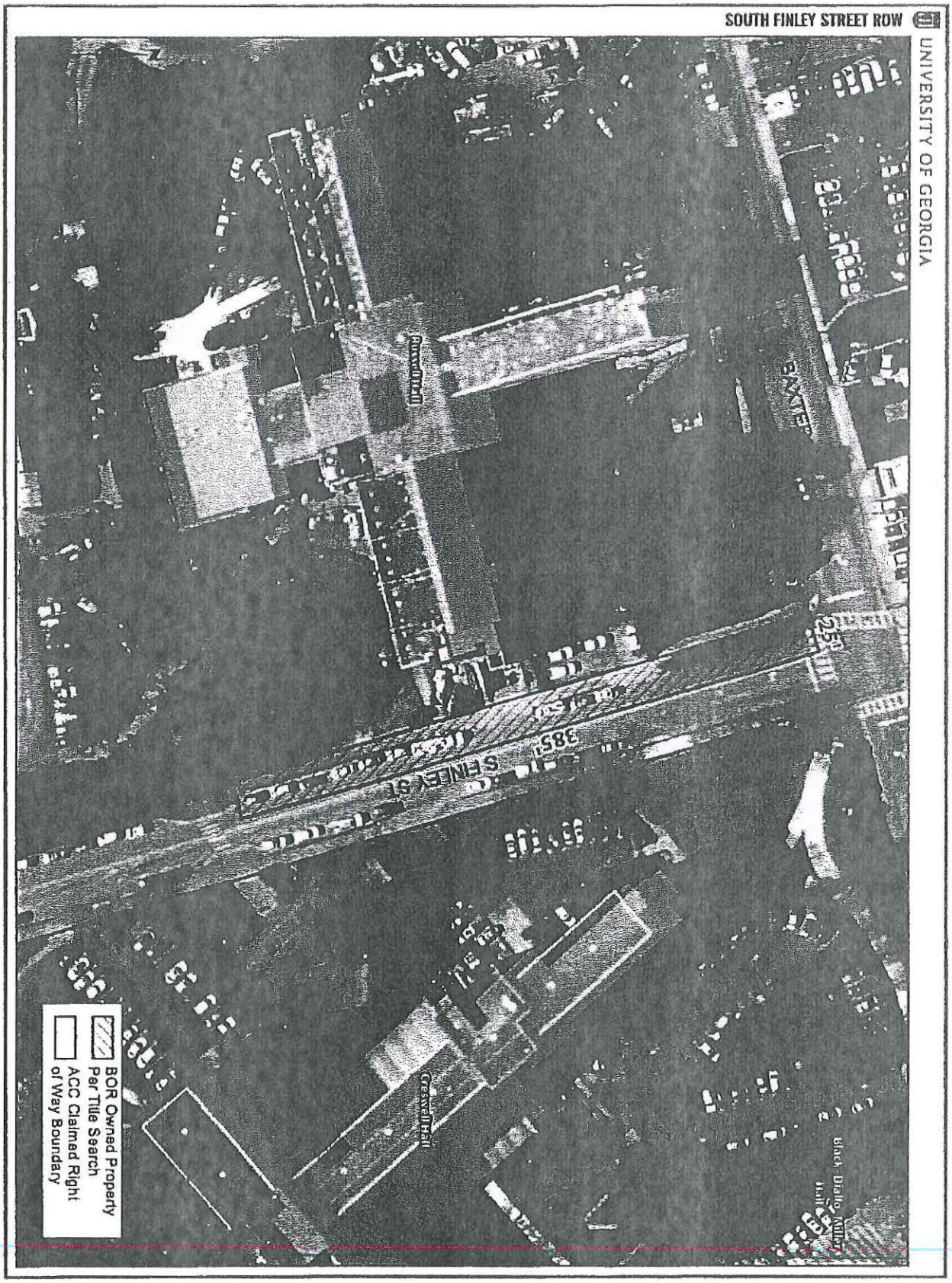
ADMINISTRATIVE RECOMMENDATION: Option #1 a and b

Manager April 13, 2023
Date:

ATTACHMENTS:

Attachment #1 – S Finley St. ROW
Attachment #2 – Street Renaming Policy

Attachment #1



Sec. 9-15-27. Naming streets.

A. No street name shall be used which will duplicate or be confused with the names of existing streets in Athens-Clarke County and vicinity except for extensions of existing streets. Streets that are an extension of, or are in alignment with, existing streets shall have the same name as the existing street.

B. All requests to rename a public or private street in Athens-Clarke County shall be made in writing and directed to the attention of the Planning Director. Such request shall include:

1. A supporting petition signed by not less than 75 percent of all individuals and/or entities who own property abutting the street being considered or a recommendation from the Athens-Clarke County Mayor and Commission, with no individual and/or entity having more than one signature, regardless of the number of parcels owned;
2. The present official name of the street;
3. The proposed new name;
4. The specific location of the street or roadway;
5. The name, address and telephone number of the person requesting the name change;
6. A statement of reasons supporting the renaming request;
7. A thorough discussion regarding the history of the street, including all prior names associated therewith; and
8. An endorsement by the Mayor and the Commissioner(s) representing the district in which the street is located.

Requests for a street name change shall follow the Type II procedures as set forth in Chapter 9-4 of this title.

Staff will provide written notification of the proposed street name change to all property owners and occupants adjacent to the street no less than ten (10) days prior to the Planning Commission meeting.

Sec. 9-25-8-C.

C. Residential design standards for RM (Mixed Density), C (Commercial), IN (Institutional) and E-O (Employment-Office) Zones.

9. Proposed street names shall meet the criteria established by Section 9-15-27(A).

Sec. 9-26-3. Street, block and easement standards.

K. Street names. ~~No street name shall be used which will duplicate or be confused with the names of existing streets in Athens-Clarke County and vicinity except for extensions of existing streets. Streets that are an extension of, or are in alignment with, existing streets shall have the same name as the existing street. Street names and numbers shall conform to the establishment pattern for the Athens-Clarke County and shall be subject to the approval of the hearings board.~~ Proposed street names shall meet the criteria established by Section 9-15-27(A).

ADOPT-A-HIGHWAY PROCLAMATIONS

AUGUST 1, 2023

Adopting Organization	Location
Zenith Chapter #92	between Rock Creek Park and Oak Street

MEMORANDUM

Date: **July 28, 2023**

To: **Athens-Clarke County Mayor and Commission**

From: **Assistant Manager Josh Edwards**

Subject: **Amendment to September 27, 2022 Agenda Item Concerning the 2022 Public Safety and Community Violence Reduction (PSCVRG) Grant Program**

The purpose of this memorandum is to request approval for the Athens-Clarke County Police Department to accept $1,650,000 from the Georgia Governor's Office of Planning and Budget (OPB).

On November 1, 2022, the Mayor and Commission approved:

a) Submission of an application by the Athens-Clarke County Police Department (ACCPD) for the 2022 PSCVRG Grant Program;
b) Acceptance of the grant funds, if awarded;
c) Adoption of a budget amendment ordinance; and
d) Authorization for the Mayor and appropriate staff to execute all documents associated with the grant.

The November 1, 2022 approval was for requested grant funding up to $1,500,000.

On July 10, 2023, ACCPD received notification from OPB that it was awarded $1,650,000 through the PSCVRG Grant Program. According to OPB staff, this unexpected $150,000 is a 10% contingency awarded to grant recipients as part of the PSCVRG Grant Program.

Thank you for your consideration of this request.

AN ORDINANCE TO AMEND THE FY2024 ANNUAL OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE ADDITIONAL GRANT FUNDING FROM THE 2022 PUBLIC SAFETY AND COMMUNITY VIOLENCE REDUCTION GRANT (PSCVRG) PROGRAM FOR HIRING AND RECRUITMENT INCENTIVES; 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 additional grant funding from the 2022 Public Safety and Community Violence Reduction Grant (PSCVRG) Program for hiring and recruitment incentives. Said Operating and Capital budget is hereby amended as follows:

Grants Special Revenue Fund:

REVENUES:
Increase:
State PSCVRG Grant $150,000

Expenditures:
Increase:
Police Department – Operating Expenses $150,000

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

TO: Mayor Kelly Girtz
Commission

FROM: Blaine H. Williams BHW
ACCUG Manager

DATE: July 14, 2023

SUBJECT: Manager Acceptance of Grant Funding and Budget Amendment
- Grant USSS CFTF DEFL

Under the provisions of Section 10 of the FY24 Budget Ordinance (see below), I have directed the Finance Department to amend the Police Department's FY24 Budget for $3,000 For acceptance of the USSS CFTF DEFL grant. The grant will provide additional funding for investigative operations. A copy of this letter will be included under the Manager's report at the next regular Mayor & Commission meeting.

> SECTION 10. The Manager is further authorized to approve the application for grants and accept grants on behalf of ACCUG up to $50,000 and to amend the Operating or Capital Budget for the grants as needed. This authority is permitted if the grant meets all of the following conditions: (1) matching funds are appropriated or the grant does not require matching funds; (2) ACCUG will not be required to otherwise commit resources or maintain any services after the end of the grant period; (3) no positions will be added with the grant; and (4) no vehicles will be added to the ACCUG Fleet Replacement Program as a result of acceptance of the grant.
>
> The Manager is required to notify the Mayor and Commission of approval or acceptance of each grant at the next scheduled regular meeting under the provisions of Section 7-400 of the Charter of the Unified Government of Athens-Clarke County, Georgia. The Manager and appropriate staff are authorized to execute all required documents associated with grants accepted under this provision.

Please don't hesitate to contact me if I can provide additional information or answer any questions.

cc: Josh Edwards, Assistant Manager
Niki Jones, Assistant Manager
David Boyd, Finance Director
Jean Spratlin, Clerk of Commission
Chris Caldwell, Assistant Finance Director
Tim Taylor, Budget Administrator

Athens-Clarke County Contract Awards
In Excess of $10,000 - June 2023

Contract Award Date	Vendor Name	Commodity or Service	Contract Amount	Department	Funding Source
Manager Awarded Contracts: Total $162,320.00					
06/23/2023	WADE FORD INC	2023 Ford Interceptors (Quantity of 4)	$ 162,320.00	Fleet Management	Fleet Replacement Intr Serv Fund
Purchasing Awarded Contracts: $1,270,251.58					
06/01/2023	JONES HVAC LLC	HVAC Condensing Unit Replacement - Police	$ 71,398.16	Facilities Management	General Capital Projects Fund
06/01/2023	STAPLES CONTRACT & COMMERCIAL INC	Office Furniture and Panel System	$ 26,893.53	Facilities Management	General Fund
06/01/2023	WOLTERS KLUWER FINANCIAL SERVICES INC	Audit Software	$ 10,350.00	Mayor's Office	General Fund
06/06/2023	SHI INTERNATIONAL CORP	IT Hardware (Switches - Quantity of 10)	$ 42,770.60	Information Technologies	General Fund
06/06/2023	TRANSAFE INC	Tuff Curb - Sidewalk Traffic Equipment	$ 39,755.60	Transportation & Public Works	General Capital Projects Fund
06/06/2023	MERCER (US) INC	HR Consulting Service Fees - April 2023	$ 15,618.00	Human Resources	General Fund
06/06/2023	SOFTCHOICE CORPORATION	Software - Pluralsight Licenses	$ 14,975.00	Information Technologies	General Fund
06/06/2023	GOVERNMENTJOBS.COM INC	Software Subscription	$ 11,352.97	Human Resources	General Fund
06/07/2023	RDJE INC	Sewer Improvements at 585 Rivermont Road	$ 86,400.00	Public Utilities	Water & Sewer Construction Ent Fund
06/07/2023	CONVERGE TECHNOLOGY SOLUTIONS US LLC	IT Firewall	$ 84,354.68	Information Technologies	General Fund
06/07/2023	PETERMAN PAINTING INC	Painting Services - Interior Fire Station #9; Exterior Welcome Center	$ 34,500.00	Facilities Management	General Capital Projects Fund
06/07/2023	CLYDE ARMORY	Patrol Rifle, Sights and Suppressors	$ 25,344.00	Sheriff's Office	General Fund
06/07/2023	W W GRAINGER INC	Heavy Equipment - Scissor Lift	$ 22,881.28	Facilities Management	General Fund
06/07/2023	SHI INTERNATIONAL CORP	Software Subscription - Access Management	$ 14,582.50	Information Technologies	General Fund
06/07/2023	SOUTHERN COMPUTER WAREHOUSE	Apple iPads	$ 11,489.40	Information Technologies	General Fund
06/07/2023	BIG TEX TRAILER WORLD INC	Trailer	$ 10,433.50	Facilities Management	General Fund
06/08/2023	CANNON COCHRAN MANAGEMENT SERVICES INC	Funding Reimbursement - February 2023	$ 20,239.21	Human Resources	Self Funded Insurance & Claims Intr Serv
06/09/2023	CANNON COCHRAN MANAGEMENT SERVICES INC	Funding Reimbursement - Imprest Increase	$ 25,000.00	Human Resources	Self Funded Insurance & Claims Intr Serv
06/09/2023	DAVIS PAINTING INC	Painting - Interior of Police East & West Substation	$ 14,600.00	Facilities Management	General Capital Projects Fund
06/09/2023	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	$ 11,215.53	Human Resources	Self Funded Insurance & Claims Intr Serv
06/09/2023	FAMILY COUNSELING SERVICE OF ATHENS INC	Family Counseling Services March 2023 - March 2024	$ 10,000.00	Human Resources	General Fund
06/12/2023	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	ESRI Software Maintenance	$ 85,000.00	Geographic Information Office	General Fund
06/12/2023	ELARBEE THOMPSON SAPP & WILSON LLP	Legal Services - March	$ 43,860.33	Human Resources	Self Funded Insurance & Claims Intr Serv
06/12/2023	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	$ 16,494.03	Human Resources	Self Funded Insurance & Claims Intr Serv
06/12/2023	AMERICAN TRAFFIC SOLUTIONS INC	Red Light Invoicing Services	$ 13,500.00	Information Technologies	General Fund
06/12/2023	THE PITNEY BOWES BANK INC	Postage Refill	$ 10,000.00	Board of Elections	General Fund
06/13/2023	CASTUS CORPORATION	Streaming Equipment	$ 14,446.25	Public Information Office	General Capital Projects Fund
06/14/2023	GEORGIA INTERLOCAL RISK MANAGEMENT AGENC	Claimant Deductibles - March 2023	$ 23,649.07	Human Resources	Self Funded Insurance & Claims Intr Serv
06/14/2023	GEORGIA INTERLOCAL RISK MANAGEMENT AGENC	Claimant Deductibles - April 2023	$ 16,395.23	Human Resources	Self Funded Insurance & Claims Intr Serv
06/14/2023	ELARBEE THOMPSON SAPP & WILSON LLP	Legal Services	$ 12,887.50	Human Resources	Self Funded Insurance & Claims Intr Serv
06/14/2023	JAMES-BATES-BRANNON-GROOVER LLP	Legal Services	$ 12,396.86	Human Resources	Self Funded Insurance & Claims Intr Serv
06/15/2023	GEORGIA OUTDOOR EQUIPMENT INC	Mower	$ 10,997.00	Landscape Management	General Fund
06/16/2023	SUPERIOR FENCE & RAIL OF NORTHEAST GEORI	Kennel Extension	$ 15,139.40	Corrections	General Fund
06/20/2023	DELTA MUNICIPAL SUPPLY CO	Meters for New Construction	$ 89,635.00	Meter Management	Water & Sewer Construction Ent Fund
06/20/2023	ASCENDANT STRATEGY MANAGEMENT GROUP LLC	ClearPoint Software License Renewal	$ 37,140.00	Manager's Administration	General Fund
06/20/2023	FIRELINE INC	Extraction Equipment	$ 12,735.50	Fire	General Fund
06/21/2023	CORE & MAIN LP	Emergency Culvert Repairs	$ 20,484.00	Transportation & Public Works	Storm Water Utility Ent Fund
06/26/2023	AMERICAN TRAFFIC SOLUTIONS INC	Speed Zone Invoicing Services	$ 60,950.00	Police Field Operations Bureau	Special Programs Spec Rev Fund
06/27/2023	RUSHTON LLC	Audit Fees - April FY23	$ 13,600.00	Housing & Community Development	American Rescue Plan
06/27/2023	CELLEBRITE USA CORP	Investigative Software Subscription Renewal	$ 12,900.00	Police Field Operations Bureau	General Fund
06/28/2023	MERCER (US) INC	HR Consulting Service Fees - May 2023	$ 21,785.00	Human Resources	General Fund
06/29/2023	PYRO SHOWS EAST COAST, INC	Star Spangled Classic Fireworks Show	$ 45,000.00	Leisure Services	General Fund
06/29/2023	GALLAGHER BASSETT SERVICES INC	Workers Comp Claims Services	$ 29,055.00	Safety & Risk	Self Funded Insurance & Claims Intr Serv
06/29/2023	HR ACUITY LLC	HR Case Management Software	$ 23,000.00	Human Resources	General Fund
06/29/2023	BATTINELLI ERNEST J	Staff Appreciation Day Catering	$ 13,900.00	Leisure Services	General Fund
06/29/2023	GEORGIA INTERLOCAL RISK MANAGEMENT AGENC	Firefighter Benefit Program Fees	$ 11,147.45	Safety & Risk	Self Funded Insurance & Claims Intr Serv
Number of Contracts	**47**	**Total of Contract Awarded**	**$ 1,432,571.58**	Submitted by: Jessica Beri Purchasing Administrator July 11, 2023	

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM

SUBJECT: Taxiway A Reconstruction and Realignment Project and Localizer Replacement Project, Athens-Ben Epps Airport, GDOT Project No. AP020-XXXX-XX(059) ("Project") – Proposed Settlement with Astra Group, LLC

DATE: July 27, 2023

BUDGET INFORMATION:

REVENUE: Not applicable

EXPENSES:

Settlement/Termination Costs	$896,115.10
Retainage	$317,054.15
Total	$1,213,169.25

FUNDING SOURCES: Airport Fund Balance and Georgia Department of Transportation

COMMISSION ACTION REQUESTED ON: August 1, 2023

PURPOSE:

To request that the Mayor and Commission:

a) Approve and authorize a Settlement and Mutual Termination for Convenience with Astra in the amount of $1,213,169.25, which includes eight hundred ninety-six thousand, one hundred and fifteen and 10/100 dollars to be paid from the Airport Enterprise Fund ($896,115.10) and three hundred seventeen thousand, fifty-four and 15/100 dollars ($317,054.15) to be paid for retainage, for satisfaction of all claims and costs associated with (i) unforeseen site conditions on the Project and (ii) the mutual termination for convenience. (The Georgia Department of Transportation will pay for the retainage portion of the settlement amount.)

b) Approve and authorize the County Attorney and the outside counsel retained for the purpose of assisting with the settlement of this claim and termination of the contract to take all further actions necessary to carry out the intents and purposes of the Settlement and Mutual Termination for Convenience and to cause to be prepared any and all documents necessary to effectuate the Settlement and Mutual Termination for Convenience, including, but not limited to the Settlement Agreement.

c) Approve and authorize the Mayor and/or Manager to take all further actions necessary to carry out the intents and purposes of the Settlement and Mutual Termination for Convenience, including but not limited to the authority to execute any Settlement Agreement or related documents necessary to effectuate the Settlement and Mutual Termination for Convenience.

HISTORY:

- May 28, 2020: Project opens for bid.
- February 3, 2021: ACC and Astra execute the Conformed Contract Project Manual for Taxiway A Reconstruction and Realignment Project and Localizer Replacement Project, Athens-Ben Epps Airport, GDOT Project No. AP020-XXXX-XX(059), PID # T006939.
- April 12, 2021: Holt Consulting Company, LLC issues the Notice to Proceed to Astra.
- April 23, 2021: Change Order # 1 increases the Contract Sum by $31,956.83 for alternate bid items.
- May 2021: Astra begins work on the Project.
- June 3, 2021: Astra discovers a conflict with existing waterline. Specifically, the existing waterline crossing Taxiway A was elevated higher than anticipated. The elevation would not allow for the planned taxiway centerline elevation to be built without conflicting with the existing waterline.
- June 6, 2021: Change Order #2 increases the Contract Sum by $6,080,185 and the Contract Time by 94 days for the addition of Schedule B scope to contract.
- June 15, 2021: Astra submits a Notice of Delay, which identifies additional erosion control work, material supply shortages/supply chain interruptions, soil cement material delays, and the conflict with the existing waterline.
- June 18, 2021: Astra submits second Notice of Delay.
- August 2021: Holt submits revised plans and specifications to relocate the waterline to avoid conflicts.
- October 20, 2021: Astra discovers unforeseen rock in several areas on Taxiway A3 that conflicted with the installation of sewer, lighting, and drainage pipe as designed.

- October 26, 2021: Holt performs additional geotechnical investigation so Astra can provide a change order for rock removal.

- November 10, 2021: Astra encounters rock during Schedule B work.

- December 2, 2021: Holt, Aulick Engineering, and Astra meet with potential blasting subcontractor to assess rock.

- December 9, 2021: Holt issues Contract Time/Stop Work letter to Astra so rock and waterline conflicts could be resolved.

- January 21, 2022: Astra submits proposed change order for cost of blasting rock and waterline relocation. Due to high proposed blasting costs, ACC decides to redesign the Project to avoid the waterline and rock all together.

- February 17, 2022: Astra, GDOT, Holt Consulting, and AHN meet at the airport to discuss proposed Change Order #3, the cost of blasting, and next steps. ACC asks Holt to present a work order regarding additional design work for the Mayor and Commission to approve.

- April 19, 2022: Mayor signs Work Authorization (17A) for Holt to redesign of Project.

- April 28, 2022: Holt begins redesign of project after Mayor and Commission approval.

- May 7, 2022: Holt completes redesign of Project.

- July 6, 2022: Astra submits additional proposed change orders (3, 4, and 5) for remobilization, site investigation, delay costs, and price escalation.

- September 13, 2022: Holt issues Notice to Proceed to Astra.

- December 7, 2022: Astra, GDOT, Holt, and ACC meet to discuss Notice to Proceed. GDOT advises that it will not pay for additional costs resulting from delay caused by the redesign of the Project.

- December 7, 2022: Astra and ACC confer to discuss resolution of the proposed change orders (3, 4, and 5) and impact of suspension of work and begin settlement negotiations to achieve a mutual walkway through termination for convenience.

- June 2023: Following extensive settlement negotiations, Astra and ACC agree to settle the dispute regarding the cost of the change order work and delay caused by the suspension of work, as well as a mutual termination for convenience for $888,000, plus retainage owed to Astra – subject to Commission approval.

- July 2023: Astra and ACC negotiate terms of settlement agreement, subject to Commission approval.

FACTS & ISSUES

- The discovery of the conflicts with the waterline and rock potentially constituted unforeseen site conditions.
- Such unforeseen site conditions, and the subsequent suspension of the work, could have entitled Astra to additional time and additional compensation for delay and increased scope of work.
- Astra's proposed change order costs for the remobilization ($234,687.00), site investigation ($143,441.50), delay costs ($813,049.18), and price escalation ($1,883,802.67) were exorbitant, totaling $3,074,979.85.
- GDOT, which funded this Project, would not agree to reimburse ACC for most of Astra's proposed change order costs. GDOT has agreed to fund the costs of completing the Project if rebid.
- Astra and ACC agreed that the best course of action would be to mutually terminate for convenience, so ACC could rebid the Project.

OPTIONS:

a) Mayor and Commission:

1. Approve and authorize a Settlement and Mutual Termination for Convenience with Astra in the amount of $1,213,169.25, which includes eight hundred ninety-six thousand, one hundred and fifteen and 10/100 dollars to be paid from the Airport Enterprise Fund ($896,115.10) and three hundred seventeen thousand, fifty-four and 15/100 dollars ($317,054.15) to be paid for retainage, for satisfaction of all claims and costs associated with (i) unforeseen site conditions on the Project and (ii) the mutual termination for convenience. (The Georgia Department of Transportation will pay for the retainage portion of the settlement amount.)

2. Approve and authorize the County Attorney and the outside counsel retained for the purpose of assisting with the settlement of this claim and termination of the contract to take all further actions necessary to carry out the intents and purposes of the Settlement and Mutual Termination for Convenience and to cause to be prepared any and all documents necessary to effectuate the Settlement and Mutual Termination for Convenience, including, but not limited to the Settlement Agreement.

3. Approve and authorize the Mayor and/or Manager to take all further actions necessary to carry out the intents and purposes of the Settlement and Mutual Termination for Convenience, including but not limited to the authority to execute any Settlement Agreement or related documents necessary to effectuate the Settlement and Mutual Termination for Convenience.

b) Mayor and Commission deny the request.

c) Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option (a)1-3

DEPARTMENT: Athens-Clarke County Unified Government, Airport Operations
Prepared by: Athens-Clarke County Unified Government

[Name] **Date:**

[Title]

[Name] **Date:**

[Title]

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option (a)1-3

Manager Date